

# **CITY OF FORTUNA**

## **CONTRACT DOCUMENTS AND SPECIFICATIONS**

2015 Safe Routes to School Project  
**ATPL-5145(014) and Fortuna CIP #9984**

**October 2016**



Prepared for

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## TABLE OF CONTENTS

<b>Notice Inviting Bids</b> .....	5
<b>Instructions to Bidders</b> .....	9
<b>Bid Proposal</b> .....	14
<b>Subcontractor List</b> .....	22
<b>Noncollusion Declaration</b> .....	23
<b>Bid Bond</b> .....	24
<b>Contract</b> .....	26
<b>Payment Bond</b> .....	31
<b>Performance Bond</b> .....	34
<b>Warranty Bond</b> .....	37
<b>General Conditions</b> .....	39
<b>Article 1 – Definitions</b> .....	40
1.1 Definitions .....	40
<b>Article 2 – Roles and Responsibilities</b> .....	42
2.1 Engineer .....	42
2.2 Contractor .....	42
2.3 Subcontractors.....	43
2.4 Coordination of Work.....	44
2.5 Submittals .....	44
<b>Article 3 – Contract Documents</b> .....	45
3.1 Interpretation of Contract Documents.....	45
3.2 Order of Precedence .....	45
3.3 Caltrans Standard Specifications .....	46
3.4 For Reference Only .....	46
<b>Article 4 – Bonds, Indemnity, and Insurance</b> .....	47
4.1 Payment and Performance Bonds.....	47
4.2 Indemnity .....	47
4.3 Insurance .....	47
4.4 Warranty Bond.....	48
<b>Article 5 – Contract Time</b> .....	49
5.1 Time is of the Essence .....	49
5.2 Schedule Requirements .....	49
5.3 Delay and Extensions of Contract Time .....	50
5.4 Liquidated Damages.....	52
<b>Article 6 – Contract Modification</b> .....	52
6.1 Changes in Work .....	52
6.2 Contractor Change Order Requests.....	53
6.3 Adjustments to Contract Price .....	53
6.4 Unilateral Change Order.....	54
6.5 Non-Compliance Deemed Waiver .....	54
<b>Article 7 – General Construction Provisions</b> .....	54
7.1 Permits and Taxes.....	54
7.2 Temporary Facilities .....	54

7.3	Signs .....	55
7.4	Protection of Work and Property .....	55
7.5	Noninterference .....	55
7.6	Materials and Equipment .....	55
7.7	Substitutions .....	56
7.8	Testing and Inspection .....	56
7.9	Clean up .....	57
7.10	Instructions and Manuals .....	57
7.11	As-built Drawings .....	58
7.12	Existing Utilities .....	58
7.13	Notice of Excavation .....	58
7.14	Trenching and Excavations .....	59
7.15	Trenching of Five Feet or More .....	59
7.16	New Utility Connections .....	59
7.17	Lines and Grades .....	59
7.18	Historic or Archeological Items .....	59
7.19	Environmental Control .....	60
<b>Article 8 – Payment .....</b>		<b>60</b>
8.1	Schedule of Values .....	60
8.2	Progress Payments .....	60
8.3	Adjustment of Payment Application .....	61
8.4	Acceptance of Work .....	61
8.5	Retention .....	61
8.6	Setoff .....	62
8.7	Payment to Subcontractors and Suppliers .....	62
8.8	Final Payment .....	62
8.9	Release of Claims .....	62
8.10	Warranty of Title .....	62
<b>Article 9 – Labor Provisions .....</b>		<b>62</b>
9.1	Discrimination Prohibited .....	62
9.2	Labor Code Requirements .....	63
9.3	Prevailing Wages .....	63
9.4	Payroll Records .....	63
9.5	Labor Compliance .....	64
<b>Article 10 – Safety Provisions .....</b>		<b>64</b>
10.1	Safety Precautions and Programs .....	64
10.2	Hazardous Materials .....	65
10.3	Material Safety .....	65
<b>Article 11 – Completion and Warranty Provisions .....</b>		<b>65</b>
11.1	Final Completion .....	65
11.2	Warranty .....	66
11.3	Use Prior to Final Completion .....	66
11.4	Substantial Completion .....	67
<b>Article 12 – Dispute Resolution .....</b>		<b>67</b>
12.1	Claims .....	67
12.2	Claims Submission .....	67
12.3	Claims Under \$50,000 .....	68
12.4	Claims From \$50,000 to \$375,000 .....	68
12.5	Claims Over \$375,000 .....	68
12.6	Meet and Confer .....	69
12.7	Mediation and Government Code Claims .....	70
12.8	Tort Claims .....	70
12.9	Arbitration .....	70
12.10	Damages .....	70
12.11	Multiple Claims .....	70
12.12	Other Disputes .....	70

<b>Article 13 – Suspension and Termination</b> .....	71
13.1 Suspension for Cause .....	71
13.2 Suspension for Convenience .....	71
13.3 Termination for Default.....	71
13.4 Termination for Convenience .....	72
13.5 Provisions Remaining in Effect .....	72
<b>Article 14 – Miscellaneous Provisions</b> .....	72
14.1 Assignment of Unfair Business Practice Claims .....	72
14.2 Provisions Deemed Inserted .....	72
14.3 Waiver .....	72
14.4 Titles, Headings, and Groupings.....	73
14.5 Statutory and Regulatory References .....	73
<b>Special Conditions</b> .....	74
<b>Bidder’s Questionnaire</b> .....	76
<b>Notice of Completion</b> .....	82
<b>User Guide</b> .....	83

## NOTICE INVITING BIDS

1. **Bid Information.** The City of Fortuna (“Owner”), will accept sealed bids for its 2015 Safe Route to School Project (“Project”), by or before December 6, 2016, at 3:00 p.m., at the office of GHD Inc. located at 718 Third Street, Eureka CA, California, at which time the bids will be publicly opened and read aloud. Owner reserves the right to reject any and all bids and to waive any non-substantive irregularities.

2. **Project Information.**

**2.1 Location and Description.** The Project is located along Ross Hill Road, Thelma Street, Wood Street and Rohner Street, and is described as follows:

Ross Hill Road - The existing four-lane divided roadway is being converted to a two-lane divided roadway with a buffered bike lanes that will provide separation between bicyclists and vehicular traffic. In addition, five new high visibility crosswalks with rapid rectangular flashing beacons and pedestrian refuge islands will be provided.

Toddy Thomas Middle School (Thelma Street and Wood Street) – New sidewalk will be constructed along the east side of Thelma Street between Highland Drive and School Street. Along the remainder of Thelma Street and portions of Wood Street, new curb ramps and driveways will be installed to replace the existing non-compliant facilities. New trails will be constructed on the school property to connect the sidewalks to the inner portion of the track. In addition, speed humps and raised crosswalks will be added along Thelma and Wood Streets.

Norman Ambrosini Elementary School (Rohner Street) – New sidewalks, curb ramps and driveways will be constructed along the north side of Rohner Street.

**2.2 Time for Completion.** The planned timeframe for commencement and completion of construction of the Project is: 60 Working Days.

**2.3 Estimated Cost.** The estimated construction cost is approximately \$700,000.

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 Contractors license. Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.

**3.2 DIR Registration.** Owner will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

4. **Contract Documents.** The plans, specifications, bid and contract documents for the Project (“Contract Documents”) are available for review at the following locations:

1. Fortuna City Hall, at 621 11th Street, Fortuna CA, 95540, or
2. The Humboldt Builders Exchange, at 624 C Street, Eureka CA 95501, or
3. GHD Inc. at 718 Third Street, Eureka CA, 95501.

Contractors may obtain a hard copy of the Contract Documents from GHD Inc. for non-refundable fee of forty dollars (\$40) per set.

Contractors are encouraged to contact GHD Inc. (707-443-8326) to be added to the plan holders list for distribution of any Bid Addendum's or supplemental bidding information.

**5. Bid Proposal and Security.**

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

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

**6. Prevailing Wage Requirements.**

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

**6.2 Rates.** These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight 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 California Department of Industrial Relations, under Labor Code Section 1771.4.

**7. Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds for 100% of the Contract Price.

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

**9. Subcontractor List.** Each bidder must submit the name, location of the place of business, California contractor license number and DIR registration number for each Subcontractor who will perform work or service or fabricate or install work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

**10. Instructions to Bidders.** Additional and more detailed information is provided in the Instructions to Bidders, which should be carefully reviewed by all bidders before submitting a Bid Proposal.

**11. Bidders' Conference.** A bidders' conference will be held on November 16, 2016 at 10:00 a.m., at the following location: Fortuna City Hall, for the purpose of acquainting all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is X / is not \_\_\_\_ mandatory. A bidder who fails to attend the entire

mandatory bidders' conference and fails to sign the sign-in sheet may be disqualified from bidding.

**12. Retention.**

**13.1 Substantial Complexity.** Owner's governing body or its designee has approved a finding under Public Contract Code Section 7201 that this Project is substantially complex and therefore requires a higher retention amount than 5%.

**13.3 Percentage.** The percentage of retention that will be withheld from progress payments is 5 %.

**PART 1**  
**BID BOOK**

## INSTRUCTIONS TO BIDDERS

Each Bid Proposal submitted to the City of Fortuna ("Owner") for its 2015 Safe Route to School Project ("Project") must be submitted in accordance with the following instructions and requirements:

### 1. Bid Submission.

**1.1 General.** Each bid ("Bid Proposal") must be signed, sealed and submitted to the Owner, using the form provided in the Contract Documents, by or before the date and time set forth in the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. The Owner reserves the right to postpone the date and time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from the Owner. The bid price(s) must include all costs to perform the Work as specified, including all indirect costs such as applicable taxes, insurance and field offices.

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

**BID PROPOSAL:**  
2015 Safe Route to School Project  
City of Fortuna  
621 11<sup>th</sup> Street  
Fortuna CA, 95540  
Attn: Merritt Perry

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

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

**Please note:** If Owner is unable to confirm that the bidder's DIR registration is current, Owner may disqualify the bidder (Labor Code section 1725.5).

- 2. Examination of Contract Documents and Project Site.** Each bidder is solely responsible for diligent and thorough review of the Contract Documents (as defined in the General Conditions), examination of Project site, and reasonable and prudent inquiry concerning known and potential site conditions prior to submitting a Bid Proposal. However, bidders should not enter onto Owner's property or the Project site without prior written authorization from Owner. Bidders are responsible for reporting any errors or omissions in the Contract Documents to Owner prior to submitting a Bid Proposal, subject to the limitations of Public Contract Code Section 1104. Owner expressly disclaims responsibility for assumptions the bidder might draw from the presence or absence of information provided by Owner.
- 3. Requests for Information.** Questions regarding the Project, the bid procedures or any of the Contract Documents must be submitted in writing to Josh Wolf at Josh.Wolf@GHD.com.

4. **Addenda.** Any addenda issued prior to the bid opening shall constitute part of the Contract Documents. Subject to the limitations of Public Contract Code section 4104.5, Owner reserves the right to issue addenda prior to bid time.
5. **Brand Designations and “Or Equal” Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an “equal” item must be submitted with the written request for substitution. A request for substitution must be submitted within the time period provided in the Specifications. 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. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c).
6. **Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders, and may also submit a Bid Proposal as a prime contractor.
7. **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included in the Contract Documents. The Bid Proposal form should be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder’s authorized representative. A Bid Proposal submitted with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 9 below, and by the completed Subcontractor List, and Non-Collusion Declaration using the forms included in the Contract Documents.
8. **Bidder Information.** Each Bid Proposal must be signed by the bidder’s authorized representative. Bid Proposals submitted by partnerships must be signed in the partnership name by a general partner with authority to bind the partnership. Bid Proposals submitted by corporations 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 Corporation Code section 313.
9. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier’s check, a certified check, or a bid bond, using the form included in the Contract Documents, executed by a surety licensed to do business in the State of California, made payable to Owner. The bid security must guarantee that upon award of the bid, the bidder will execute and submit the Contract on the form included in the Contract Documents, will submit payment and performance bonds for one hundred percent 100% of the maximum Contract Price, and will submit the insurance certificates and endorsements as required by the Contract Documents within ten days after issuance of the notice of award.
10. **Withdrawal of Bid Proposals.** A Bid Proposal may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 et seq.
11. **Bid Protest.** Any bid protest must be in writing and received by Owner at Fortuna City Hall before 5:00 p.m. no later than two working days following bid opening (the “Bid Protest Deadline”) and must comply with the following requirements:

**11.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by Owner, the protesting bidder must submit a non-refundable fee in the amount specified by Owner, based upon Owner's reasonable costs to administer the bid protest. Any such fee must be submitted to Owner no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 11, a "working day" means a day that Owner is open for normal business, and excludes weekends and holidays observed by Owner.

**11.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

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

**11.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by Owner 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 include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

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

**11.6 Exclusive Remedy.** The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**11.7 Right to Award.** Owner reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

- 12. Rejection of Bids; Award of Contract.** Owner reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, the right to accept or reject any and all bids, or to abandon the Project entirely. The Contract will be awarded, if at all, within 60 calendar days after opening of bids, to the responsible bidder that submitted the lowest responsive bid.
- 13. Bonds.** The successful bidder is required to submit payment and performance bonds as specified in the Contract Documents using the bond forms included in the Contract

Documents. All required bonds must be calculated on the maximum total Contract price as awarded, including additive alternates, if applicable.

14. **Evidence of Responsibility.** Within 24 hours following a request by Owner, a bidder must submit to the Owner satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the Owner, the bidder's organization available for the performance of the Contract and any other required evidence of the bidder's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract.
15. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work.
16. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on this Project.
17. **DIR Registration.** Owner will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the DIR to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
18. **Additive and Deductive Alternates.** As required by Public Contract Code Section 20103.8, if this bid solicitation includes additive or deductive items, the method checked below will be used to determine the lowest bid. If no method is checked, subparagraph (a) will be used to determine the lowest bid. Owner retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.

\_\_\_\_\_ (a) The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

\_\_\_\_\_ (b) The lowest bid will be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal as being used for the purpose of determining the lowest bid price.

  X   (c) The lowest bid will be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by Owner before the first bid is opened.

\_\_\_\_\_ (d) The lowest bid will be determined in a manner that prevents any information that would identify any of the bidders or the proposed subcontractors or suppliers from being revealed to Owner before the ranking of all bidders from lowest to highest has been determined.

19. **Bid Schedule.** Bidders are required to fully complete the Bid Schedule form accompanying the Bid Proposal form with unit prices as indicated, and to submit the completed Bid Schedule with their Bid Proposal.

**19.1 Incorrect Totals.** In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid

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

**19.2 Estimated Quantities.** The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased.

- 20. Bidder's Questionnaire.** A completed, signed Bidder's Questionnaire must be submitted with the Bid Proposal, using the form provided by Owner. 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.

**BID PROPOSAL**

2015 Safe Route to School Project

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

*NOTE: An “F” next to the Est. Quantity denotes a final pay item. For Final pay items, final payment will be based on the Bid Item Quantity regardless of actual quantities used, unless dimensions are changed by the Engineer.*

- 1. Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price:

Total of Base Bid: \$ \_\_\_\_\_

Total of Base Bid in words: \_\_\_\_\_

<b>BASE BID SCHEDULE</b>					
<b>Item No.</b>	<b>Description</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$	\$
2	CONSTRUCTION AREA SIGNS	26	EA	\$	\$
3	TRAFFIC CONTROL	1	LS	\$	\$
4	CONSTRUCTION STAKING	1	LS	\$	\$
5	MATERIALS TESTING	1	LS	\$	\$
6	WATER POLLUTION CONTROL AND FINAL STABILIZATION	1	LS	\$	\$
7	CLEARING AND GRUBBING	1	LS	\$	\$
8	MISCELLANEOUS DEMOLITION AND REMOVAL	1	LS	\$	\$
9	TRAFFIC STRIPE REMOVAL	1333	LF	\$	\$
10	PAVEMENT MARKING REMOVAL	722	SF	\$	\$
11	EARTHWORK	1	LS	\$	\$
12	REMOVE EXISTING AND REINSTALL NEW FIRE HYDRANT (hydrant supplied by the city)	1	EA	\$	\$
13	ADJUST EXISTING WATER METER COVER TO GRADE	11	EA	\$	\$

14	ADJUST EXISTING WATER VALVE COVER TO GRADE	1	EA	\$	\$
15	ADJUST EXISTING SANITARY SEWER CLEANOUT TO GRADE	3	EA	\$	\$
16	DRAINAGE INLET (Type G1)	2	EA	\$	\$
17	DRAINAGE INLET MODIFICATION (Convert to junction box)	1	EA	\$	\$
18	DRAINAGE INLET MODIFICATION (Convert to curb inlet)	1	EA	\$	\$
19	"C" CHANNEL ARCH DRAIN	4	EA	\$	\$
20	STORM DRAIN PIPE (18" HDPE)	81	LF	\$	\$
21	CLASS II AGGREGATE BASE (9" thick, trail)	90 (F)	CY	\$	\$
22	CLASS II AGGREGATE BASE (16" Thick, Roadway)	60 (F)	CY	\$	\$
23	MINOR CONCRETE (Type A2-6 - Curb and gutter)	2150	LF	\$	\$
24	MINOR CONCRETE (Type A1-6 - Curb)	650	LF	\$	\$
25	MINOR CONCRETE (Warning Curb)	464	LF	\$	\$
26	MINOR CONCRETE (4" - Sidewalk)	6100	SF	\$	\$
27	MINOR CONCRETE (6" - Curb ramps, driveways and driveway conforms)	4400	SF	\$	\$
28	MINOR CONCRETE (6" - Stamped concrete and median nose)	850	SF	\$	\$
29	MINOR CONCRETE (Stairs)	20	SF	\$	\$
30	HOT MIX ASPHALT (0.2' thick, Trail)	2400	SF	\$	\$
31	HOT MIX ASPHALT (0.33' thick, Roadway)	1200 (F)	SF	\$	\$
32	HOT MIX ASPHALT (0.2' Driveway conforms)	350	SF	\$	\$
33	HOT MIX ASPHALT (Speed Hump and Asphalt Ramps)	2500	SF	\$	\$
34	DETECTABLE WARNING SURFACE	720 (F)	SF	\$	\$
35	MODIFY CHAIN LINK FENCE	50	LF	\$	\$
36	HANDRAIL	4	EA	\$	\$
37	RESET ROADSIDE SIGN, 1-POST	4	EA	\$	\$
38	ROADSIDE SIGN, 1-POST	34	EA	\$	\$
39	ENHANCED PEDESTRIAN CROSSING SYSTEM (Single RRFB system)	4	EA	\$	\$
40	ENHANCED PEDESTRIAN CROSSING SYSTEM (Double/back-to-back RRFB system)	1	EA	\$	\$

41	THERMOPLASTIC TRAFFIC STRIPE (4-inch)	3600	LF	\$	\$
42	THERMOPLASTIC TRAFFIC STRIPE (4-inch, diagonal buffer/gore)	2050 (F)	LF	\$	\$
43	THERMOPLASTIC TRAFFIC STRIPE (6-inch)	13400	LF	\$	\$
44	THERMOPLASTIC TRAFFIC STRIPE (8-inch)	1000	LF	\$	\$
45	THERMOPLASTIC PAVEMENT MARKINGS	8900	SF	\$	\$
46	RED CURB PAINT	500	LF	\$	\$
47	TRAFFIC MARKERS (Channelizers)	5	EA	\$	\$
<b>TOTAL BASE BID</b>					<b>\$</b>

Estimated quantities designated with (F) are final pay items in accordance to Section 9-1.0C, "Final Pay Item Quantities" of the Standard Specifications.

**Bid Alternates.** Bidder submits the following prices for the specified bid alternates:

Additive Alternate #1 (Crosswalk, pedestrian refuge island and RRFB at Dana Court):

Total of Additive Alternate #1: \$ \_\_\_\_\_

Total of Additive Alternate #1 in words: \_\_\_\_\_

<b>ADDITIVE ALTERNATE #1</b>					
48	MISCELLANEOUS DEMOLITION AND REMOVAL	1	LS	\$	\$
49	EARTHWORK	1	LS	\$	\$
50	HOT MIX ASPHALT (Asphalt ramp)	25	SF	\$	\$
51	MINOR CONCRETE (Type A2-6 - Curb and gutter)	80	LF	\$	\$
52	MINOR CONCRETE (6" - Median nose & pedestrian refuge island)	275	SF	\$	\$
53	DETECTABLE WARNING SURFACE	86 (F)	SF	\$	\$
54	THERMOPLASTIC PAVEMENT MARKINGS	700	SF	\$	\$
55	ENHANCED PEDESTRIAN CROSSING SYSTEM (Single RRFB system)	2	EA	\$	\$

56	ENHANCED PEDESTRIAN CROSSING SYSTEM (Double/back-to-back RRFB system)	1	EA	\$	\$
<b>TOTAL ADDITIVE ALTERNATE #1</b>					<b>\$</b>

Estimated quantities designated with (F) are final pay items in accordance to Section 9-1.0C, "Final Pay Item Quantities" of the Standard Specifications.

Additive Alternate #2 (Trail on School property off Wood St.):

Total of Additive Alternate #2: \$ \_\_\_\_\_

Total of Additive Alternate #2 in words: \_\_\_\_\_

<b>ADDITIVE ALTERNATE #2</b>					
57	CLEARING AND GRUBBING	1	LS	\$	\$
58	EARTHWORK	1	LS	\$	\$
59	STORM DRAIN PIPE (12" HDPE)	40	LF	\$	\$
60	CLASS II AGGREGATE BASE (9" thick, trail)	80 (F)	CY	\$	\$
61	HOT MIX ASPHALT (0.2' thick, Trail)	2300	SF	\$	\$
62	MODIFY CHAIN LINK FENCE	5	LF	\$	\$
<b>TOTAL ADDITIVE ALTERNATE #2</b>					<b>\$</b>

Estimated quantities designated with (F) are final pay items in accordance to Section 9-1.0C, "Final Pay Item Quantities" of the Standard Specifications.

Additive Alternate #3 (Turn lane into the Seventh Day Adventist Church School):

Total of Additive Alternate #3: \$ \_\_\_\_\_

Total of Additive Alternate #3 in words: \_\_\_\_\_

<b>ADDITIVE ALTERNATE #3</b>					
63	CLEARING AND GRUBBING	1	LS	\$	\$
64	EARTHWORK	1	LS	\$	\$
65	STORM DRAIN PIPE (12" CMP)	125	LF	\$	\$
66	STORM DRAIN PIPE (15" CMP)	125	LF	\$	\$
67	CLASS II AGGREGATE BASE (16" thick, Roadway)	55 (F)	CY	\$	\$
68	HOT MIX ASPHALT (0.33' thick, Roadway)	1100 (F)	SF	\$	\$
69	THERMOPLASTIC TRAFFIC STRIPE (4-inch)	130	LF	\$	\$
70	THERMOPLASTIC TRAFFIC STRIPE (8-inch)	75	LF	\$	\$
71	THERMOPLASTIC PAVEMENT MARKINGS	30	SF	\$	\$
<b>TOTAL ADDITIVE ALTERNATE #3</b>					<b>\$</b>

Estimated quantities designated with (F) are final pay items in accordance to Section 9-1.0C, "Final Pay Item Quantities" of the Standard Specifications.

Additive Alternate #4 (Merge lane coming out of West School Ave.):

Total of Additive Alternate #4: \$ \_\_\_\_\_

Total of Additive Alternate #4 in words: \_\_\_\_\_

<b>ADDITIVE ALTERNATE #4</b>					
72	CLEARING AND GRUBBING	1	LS	\$	\$
73	EARTHWORK	1	LS	\$	\$
74	CLASS II AGGREGATE BASE (16" thick, Roadway)	55 (F)	CY	\$	\$
75	HOT MIX ASPHALT (0.33' thick, Roadway)	1100 (F)	SF	\$	\$
76	THERMOPLASTIC TRAFFIC STRIPE (4-inch)	60	LF	\$	\$

77	THERMOPLASTIC PAVEMENT MARKINGS	42	SF	\$	\$
<b>TOTAL ADDITIVE ALTERNATE #4</b>					<b>\$</b>

Estimated quantities designated with (F) are final pay items in accordance to Section 9-1.0C, "Final Pay Item Quantities" of the Standard Specifications.

Additive Alternate #5 (Refresh all remaining striping along Ross Hill Road):

Total of Additive Alternate #5: \$ \_\_\_\_\_

Total of Additive Alternate #5 in words: \_\_\_\_\_

<b>ADDITIVE ALTERNATE #5</b>					
78	THERMOPLASTIC TRAFFIC STRIPE (4-inch)	6000	LF	\$	\$
79	THERMOPLASTIC TRAFFIC STRIPE (4-inch, diagonal buffer/gore)	100 (F)	LF	\$	\$
80	THERMOPLASTIC TRAFFIC STRIPE (6-inch)	350	LF	\$	\$
81	THERMOPLASTIC TRAFFIC STRIPE (8-inch)	600	LF	\$	\$
82	THERMOPLASTIC PAVEMENT MARKINGS	600	SF	\$	\$
83	RED CURB PAINT	50	LF	\$	\$
<b>TOTAL ADDITIVE ALTERNATE #5</b>					<b>\$</b>

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

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

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

- 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents subject to the limitations of Public Contract Code Section 1104.
  - 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
  - 3.3 **Bidder is Qualified.** Bidder is fully qualified to perform the Work.
  - 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.
  - 3.5 **Bidder Eligibility.** Neither Bidder nor its principals are currently suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from any federal department or agency under Part 29 of Title 49 of the Code of Federal Regulations, except as disclosed in a writing attached to this Bid Proposal.
4. **Award of Contract .** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten days following issuance of the notice of award to Bidder, Bidder will do all of the following:
- 4.1 **Execute Contract.** Enter into the Contract with Owner in accordance with the terms of this Bid Proposal, by signing and submitting to Owner the Contract prepared by Owner using the form included with the Contract Documents;
  - 4.2 **Submit Required Bonds.** Submit to Owner 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; and
  - 4.3 **Insurance Requirements.** Submit to Owner the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
5. **Bid Security.** As a guarantee that if awarded the Contract, it will perform its obligations under Section 4, above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in the following form:

\_\_\_\_\_ A cashier's check or certified check payable to Owner and issued by \_\_\_\_\_ Bank in the amount of \$\_\_\_\_\_.

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

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

s/ \_\_\_\_\_  
Name and Title [print]

\_\_\_\_\_  
Company Name License # and Classification

DIR #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Fax



**NONCOLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has no paid and will not pay, any person or entity for such purpose.

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

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

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

\_\_\_\_\_  
Name and Title [print]

**BID BOND**

\_\_\_\_\_ (“Bidder”) has submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_ (“Bid”), to the City of Fortuna (“Owner”) for work on the 2015 Safe Route to School Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and \_\_\_\_\_, its surety (“Surety”), are bound to Owner 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 the Owner in accordance with the terms of the Bid.
- 2. **Submittals.** Within ten days following issuance of the notice of award to Bidder, Bidder must submit to Owner the following:
  - 2.1 **Contract.** The executed Contract, using the form provided by Owner 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; and
  - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions to Bidders.
- 3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to Owner. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

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

SURETY:

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

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

Title: \_\_\_\_\_

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

CONTRACTOR:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

**PART 2**  
**CONTRACT FORMS**

## CONTRACT

This public works contract ("Contract") is entered into by and between the City of Fortuna ("Owner") and \_\_\_\_\_ ("Contractor") for work on the 2015 Safe Route to School Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on \_\_\_\_\_, 20\_\_\_\_, Owner authorized award of this Contract to Contractor for the amount of Contractor's bid.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid Proposal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment and Performance Bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Drawings and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 Notice of Award;
  - 2.12 Notice to Proceed;
  - 2.13 And the following: *No other documents*
3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Owner will pay Contractor \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Contract Price"), in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within 60 Working Days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, Owner may assess liquidated damages in the amount of one thousand and six hundred Dollars (\$1,600) for each day of unexcused delay in completion, and the Contract Price shall be reduced accordingly.

**7. Labor Code Compliance.**

- 7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.
- 7.2 Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 DIR Registration.** Owner will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

In response to Labor Code section 1773.3, the PWC-100 form has been completed by the awarding agency and provided to the Department of Industrial Relations on \_\_\_\_\_, 2015. This form allows contractors and subcontractors to upload electronic certified payroll records to the Labor Commissioner

- 8. Workers' Compensation Certification.** Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
- 9. Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	<b>Owner</b>	<b>Contractor</b>
Name	City of Fortuna	
Address	621 11th Street	
City/state/zip	Fortuna, CA 95540	
Phone	707-725-1469	
Fax	707-725-7651	
Attn:	Merritt Perry, City Engineer/Director of Public Works	
Email	mperry@ci.fortuna.ca.us	
Copy to:	Linda McGill, City Clerk City of Fortuna 621 11th Street Fortuna, CA 95540	

**10. General Provisions.**

- 10.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Owner's written consent. This Contract is binding on Contractor's successors and permitted assigns.
- 10.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 10.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.
- 10.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 10.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between Owner and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.
- 10.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.

*[Signatures are on the following page.]*

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

OWNER:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Name/Title [print]

\_\_\_\_\_  
Name/Title [print]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_  
Name/Title [print]

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Name/Title [print]

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Calif. License Number(s)

Seal:

\_\_\_\_\_  
Expiration Date(s)

## PAYMENT BOND

The City of Fortuna ("Owner") and \_\_\_\_\_ ("Contractor") have entered into a contract, dated \_\_\_\_\_, 20\_\_ ("Contract") for work on the 2015 Safe Route to School 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 Owner as obligee in an amount not less than (\$ \_\_\_\_\_) ("Bond Sum"), under California Civil Code Sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code Section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its Subcontractors, under California Unemployment Insurance Code Section 13020, with respect to the work and labor, then Surety will pay for the same.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845. Owner waives requirement of a new bond for any supplemental contract under Civil Code Section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for Owner's attorneys' fees and costs in any action to enforce the provisions of this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_, 20\_\_\_\_\_. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

*[Signatures are on the following page]*

SURETY:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

APPROVED BY OWNER:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

## PERFORMANCE BOND

The City of Fortuna ("Owner") and

\_\_\_\_\_ ("Contractor") have entered into a contract, dated \_\_\_\_\_, 20\_\_\_\_ ("Contract") for work on the 2015 Safe Route to School Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, the Contractor as Principal and \_\_\_\_\_, its surety ("Surety"), are bound to Owner as obligee for an amount not less than Dollars (\$\_\_\_\_\_) (the "Bond Sum"). By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in full force and effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond, Owner 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 Owner to the Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which Owner is entitled under the terms of the Contract.
4. **Contractor Default.** Upon written notification from Owner that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
  - 4.1 Arrange for completion of the Work under the Contract by Contractor, with the Owner's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
  - 4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to Owner, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or
  - 4.3 Waive its right to complete the Work under the Contract and reimburse Owner the amount of Owner's costs to have the remaining Work completed.
5. **Surety Default.** If Surety defaults on its obligations under the Bond, Owner will be entitled to recover all costs it incurs due to Surety's default, including legal, Engineer, or delay costs.

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

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for Owner's attorneys' fees and costs in any action to enforce the provisions of this Bond.

8. **Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

*[Signatures are on the following page.]*

SURETY:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

APPROVED BY OWNER:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_



By: \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
California Resident Agent

By: \_\_\_\_\_  
Non-resident Agent – Attorney-in-Fact

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**PART 3**  
**GENERAL CONDITIONS**

## GENERAL CONDITIONS

### Article 1 Definitions

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

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

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

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

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

**Construction Manager** means the individual(s) or firm retained by Owner to provide construction management services for the Project. If no Construction Manager has been retained for this Project, any reference to Construction Manager is deemed to refer to Owner.

**Contract** means the signed agreement between Owner and Contractor.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the notice of award and notice to proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Drawings and Specifications; any Change Orders; and any other documents expressly made part of the Contract Documents.

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

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

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

**Day** means a calendar day unless otherwise specified.

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

**DSA** means the Division of the State Architect for the State of California.

**Engineer** means the licensed individual(s) or firm(s) retained by Owner to provide architectural or engineering services for the Project. If no Engineer has been retained for this Project, any reference to Engineer is deemed to refer to Owner.

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

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

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

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

**"Including."** Unless the context requires otherwise, the term "including" means "including, but not limited to."

**Inspector** means the individual(s) or firm(s) retained by Owner to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all applicable codes, regulations, and permits.

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

**Owner** means the public agency which has signed the Contract with Contractor for performance of the Work, acting through its governing body, officers, employees, and authorized representatives.

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

**Project** means the public works project referenced in the Contract.

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

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

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

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise indicated by the context.

**Technical Specifications** means Specifications.

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

**Work Day or Working Day**, whether or not capitalized, means a weekday which is not a holiday observed by Owner.

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

## **Article 2 Roles and Responsibilities**

### **2.1 Engineer.**

(A) **General.** Engineer, as the Owner's representative, is responsible for the overall design of the Project, and is authorized to act on Owner's behalf to ensure performance of the Work in compliance with the Contract Documents.

(B) **Authority.** Engineer has authority to stop the Work when necessary to ensure compliance with the requirements of the Contract Documents. Engineer also has authority to reject any and all Work or materials which do not conform to the requirements of the Contract Documents.

(C) **Interpretation.** Engineer will decide all questions pertaining to performance of the Work, and will provide written decisions on all matters relating to the execution and progress of the Work or interpretation of the Contract Documents. The Engineer's decision regarding interpretation of the Drawings or Specifications is final and conclusive.

### **2.2 Contractor.**

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

(B) **Responsibility for the Work.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for, and required to exercise full control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other Contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including phone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority

to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent, acceptable to Owner, and assistants, as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until the superintendent is physically present to supervise the Work. Contractor must provide written notice to Owner, as soon as practicable, before replacing the superintendent.

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

(F) **Responsible Party.** Contractor is solely responsible to Owner for the acts or omissions of any party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or its Subcontractors.

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

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

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

(2) Contractor must continue to maintain its Project records in an organized manner for a period of four years after Owner's acceptance of the Project or following termination, whichever occurs first. Subject to prior notice to Contractor, Owner is entitled to inspect or audit any of Contractor's Project records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours.

### 2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. Owner reserves the right to approve or reject any and all Subcontractors proposed to perform the Work.

(B) **Contractual Obligations.** Contractor must require every Subcontractor to be bound to the provisions of the Contract Documents as they apply to the Subcontractor's

portion(s) of the Work, and to likewise bind their subcontractors or suppliers. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and Owner, but Owner 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 Owner, subject to the prior rights of any surety, provided that the Owner accepts the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code Section 4107, Contractor is solely responsible for all costs Owner incurs in responding to the request, including legal fees and costs to conduct a hearing.

## 2.4 Coordination of Work.

(A) **Concurrent Work.** Owner reserves the right to perform or to have performed other work on or adjacent to the Project site while the Work is being performed. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, and must avoid hindering, delaying, or interfering with the work of other contractors and subcontractors. To the full extent permitted by law, Contractor must hold harmless and indemnify Owner, Engineer, and Construction Manager against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of another contractor or subcontractor.

(B) **Defects.** Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Engineer prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any such known defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work.

## 2.5 Submittals.

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

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

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

(C) **Required Contents.** Each submittal must include the Project name and location, 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).

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

(D) **Effect of Review and Approval.** Review and approval of a submittal by the Engineer will not relieve Contractor from complying with the requirements of the Contract Documents.

(E) **Enforcement.** Any Work performed or material used without prior approval of a required submittal will be performed at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work, and the cost of additional time or services required of the Engineer, Construction Manager, or Inspector.

### **Article 3 Contract Documents**

#### **3.1 Interpretation of Contract Documents.**

(A) **Drawings and Specifications.** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Drawings and Specifications, the Specifications will control.

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

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

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

(E) **Measurements.** Contractor must verify all relevant measurements at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

#### **3.2 Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;

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

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

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

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

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

(1) Any reference to the "Engineer" is deemed to mean Owner, Engineer or Owner's Representative.

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

(3) Any reference to the "State" is deemed to mean Owner.

**3.4 For Reference Only.** Contractor is responsible for the careful review of any document, study, or report appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. However, Contractor is advised that Owner or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Contractor must promptly notify Engineer of any perceived or actual conflict between the Contract Documents and any document provided For Reference Only.

**Article 4**  
**Bonds, Indemnity, and Insurance**

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the notice of award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included with the Contract Documents.
- (A) **Surety.** Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from Owner, Contractor must substitute a surety acceptable to Owner. If Contractor fails to substitute an acceptable surety within the specified time, Owner may, at its sole discretion, withhold payment from Contractor until the surety is replaced to Owner's satisfaction, or terminate the Contract for default.
- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless Owner, its agents and consultants, Engineer, and Construction Manager (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or its failure to comply with any of its obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of the Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this provision will be deemed a material breach of this Contract. Owner will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code Section 9201.
- 4.3 Insurance.** No later than ten days following issuance of the notice of award, Contractor is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. 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, Owner 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.
- (A) **Policies and Limits.** The following insurance policies and limits are required for this Contract unless otherwise specified in the Special Conditions:
- (1) *Commercial General Liability Insurance ("CGL"):* The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form, and shall include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, with limits of at least \$2,000,000.00 per occurrence. The CGL policy must name Owner as an additional insured for all liability arising out of the operations by or on behalf of

the named insured, and must protect Owner, its officers, employees, and agents 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 CGL 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 herein.

(2) *Builder's Risk Insurance*: The Builder's Risk Insurance policy must be issued on occurrence basis, for all-risk coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of Owner.

(3) *Workers' Compensation Insurance and Employer's Liability*: The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with of at least \$1,000,000.00. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

(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 Owner, unless due to non-payment of premiums, in which case ten days written notice must be made to Owner.

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

(D) **Required Endorsements**. The CGL Policy and the Builder's Risk Policy must include the following specific endorsements:

(1) 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.

(2) The insurance provided is primary and no insurance held or owned by Owner may be called upon to contribute to a loss.

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

(E) **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.

**4.4 Warranty Bond**. As a condition precedent to Final Completion, Contractor must submit a warranty bond, using the form provided by Owner, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for 15% of the final Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from Owner, Contractor must substitute a surety acceptable to Owner.

## **Article 5 Contract Time**

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

(A) **General.** Contractor must commence the Work on the date indicated in the notice to proceed, and must fully complete the Work, in strict compliance with all requirements of the Contract Documents, and within the Contract Time.

(B) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If Owner determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, Owner 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 Owner, in order to achieve a rate of progress satisfactory to Owner. If Contractor fails to comply with Owner's directive in this regard, Owner may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use Owner's own forces to achieve the necessary rate of progress. Alternatively, Owner may terminate the Contract based on Contractor's default.

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

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

(B) **Progress Schedules.** Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by Engineer, for review and approval with each application for a progress payment. The progress schedule must show how the actual progress of the Work to date compared to the as-planned schedule, and must identify any actual or potential impacts to the critical path.

(C) **Recovery Schedule.** If Owner 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 the Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

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

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

(F) **Reservation of Rights.** Owner 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 Owner or others, or to facilitate Owner's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

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

### 5.3 Delay and Extensions of Contract Time.

(A) **Excusable Delay.** The Contract Time may be extended if Contractor encounters an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through planning, foresight, and diligence ("Excusable Delay"). Grounds for Excusable Delay may include fire, earthquake, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, suspension for convenience under Article 13, or unusually severe weather.

(B) **Non-Excusable Delay.** Excusable Delay does not include delay that is concurrent with non-Excusable Delay, and does not include delay caused by:

- (1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;
- (3) Contractor's failure to provide adequate notification to utility companies for connections or services necessary for the timely performance and completion of the Work;
- (4) foreseeable conditions Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents; or
- (5) Contractor's financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(C) **Request for Extension of Contract Time.** A request for an extension of time and associated delay costs must be submitted in writing to Engineer 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 shall be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6, below. Strict compliance with these

requirements is necessary to ensure that any delay or delay costs may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of time or delay costs that does not strictly comply with the requirements of Article 5 and Article 6 will be deemed waived.

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

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed, or provide a realistic estimate if the duration of the delay is not yet known. The request must specify the amount of any delay-related costs that are claimed, or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known.

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

(4) *Burden of Proof.* Contractor has the burden of proving 1) that the delay was an Excusable Delay, as defined above, 2) that Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts, 3) that the delay will unavoidably result in delaying Final Completion, and 4) that any delay costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

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

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

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

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

**5.4 Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, Owner will suffer damages which are difficult to determine and accurately specify. If Contractor fails to achieve Final Completion within the Contract Time, Owner may charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

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

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on Contract Time and Final Completion.

(C) **Setoff.** Owner is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including setoff against release of retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, Owner 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 will not operate as a waiver of Owner's right to assess liquidated damages for Contractor's unexcused delay in achieving Final Completion.

## **Article 6 Contract Modification**

**6.1 Changes in Work.** Owner reserves the right to make changes in the Work without invalidating the Contract. Owner may direct or Contractor may request changes in the Work, and any such changes will be formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with Owner-directed changes in the Work in accordance with the intent of the original Contract Documents, even if Contractor and Owner have not yet reached agreement as to adjustments to the Contract Price or Contract Time.

(A) **Owner-Directed Change.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to an Owner-directed change, Contractor must perform the Work as directed and may not delay its work or cease work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute.

(B) **Contractor's Obligations.** In the event that Owner and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents as opposed to changed or extra Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute.

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

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

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

(A) **Time for Submission.** Any request for a change in the Contract Price must be submitted in writing to 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.

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

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions.

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

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

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete, and agrees that any costs, expenses, or time extension request not included herein shall be deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code Sections 12650 et seq."

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

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, the schedule of values, or Allowances, will apply first if unit pricing, a schedule of values, or an Allowance amount has previously been submitted for the affected Work; or, if none.

(B) **Lump Sum.** A mutually agreed upon lump sum; or, if none

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

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

- (2) All direct material costs, including sales tax, plus 15% for overhead and profit;
- (3) All direct plant and equipment rental costs, plus 15% for overhead and profit;
- (4) All direct subcontract costs plus 10% for overhead and profit; 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 Owner disagrees with the amount of compensation or extension of time that Contractor has requested, Owner may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time in the amount Owner 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 full comply with the provisions of this Article. Contractor will not be paid for unauthorized extra work.

## **Article 7 General Construction Provisions**

### **7.1 Permits and Taxes.**

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

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

### **7.2 Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities, including onsite office, sanitary facilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any utility services incidental thereto.

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

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

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

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

**7.4 Protection of Work and Property.**

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

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

(C) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, underpinning, etc., necessary to provide support to Owner's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by law.

**7.5 Noninterference.** Contractor must take reasonable measures to avoid interfering with Owner's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures.

**7.6 Materials and Equipment.**

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

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

(C) **Domestic Materials.** Only unmanufactured materials that have been produced in the United States, and only manufactured materials that have been manufactured in

the United States may be used for this Project, as required by Government Code Section 4300 et seq.

(D) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization required for use of patented or copyright protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligation in Article 4, applies to any claimed violation of intellectual property rights in violation of this provision.

## 7.7 Substitutions.

(A) **"Or Equal."** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and Contractor may request use of any equal material, product, thing, or service.

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

(C) **Substantiation.** All data substantiating the proposed substitute as an "equal" item must be submitted with the written request for substitution. Contractor's failure to timely provide necessary substantiation is ground for rejection of the proposed substitution, without further review.

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

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

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

## 7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection by Inspector at all times and locations during construction and/or fabrication. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for inspection.

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

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

- (1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
- (2) Contractor will be responsible for inspection costs, at Owner's established rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.
- (3) In addition, if any portion of the Work which is subject to testing is covered or concealed by Contractor prior to testing, Contractor will bear the cost of making that portion of the Work available for the testing required by the Contract Documents, and any associated repair or remediation costs.

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

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

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

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

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

(B) **Completion.** At the completion of the Work, Contractor must remove from the Worksite all of its equipment, tools, surplus materials, waste materials and debris. Before demobilizing from the Worksite, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas.

(C) **Non-Compliance.** If Contractor fails to commence compliance with its cleanup obligations within two business days following written notification from Owner or its representative, Owner may undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due the Contractor.

**7.10 Instructions and Manuals.** Contractor must provide 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 Owner to easily maintain and service the materials and equipment installed for this Project.

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

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

**7.11 As-built Drawings.** Contractor and its Subcontractors must maintain on the Worksite a separate complete set of the Drawings which will be used solely for the purpose of recording changes made in any portion of the Work in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Progress payments may be delayed, in whole or in part, until the as-built drawings are brought up to date to the satisfaction of the Engineer. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, or otherwise concealed. Deviations from the original Drawings must be shown in detail. The location of all main runs, whether piping, conduit, ductwork, drain lines, etc., must be shown by dimension and elevation.

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

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

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

#### 7.14 Trenching and Excavations.

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

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

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

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

(B) **Owner Investigation.** Owner will promptly investigate the conditions and if Owner finds that the conditions do materially differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Owner will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between the Owner and the Contractor regarding any of the conditions specified in subsection (A) above, Contractor will not be excused from any scheduled completion date provided for in the Contract Documents, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between Contractor and Owner.

**7.15 Trenching of Five Feet or More.** As required by Labor Code Section 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 Owner or its civil or structural engineer, for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

**7.16 New Utility Connections.** Owner will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify Owner 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 Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work.

#### 7.18 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Inspector or Owner's

Representative, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

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

**7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor and its Subcontractors shall at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.

(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 Owner's principal administrative offices, and the Contractor must comply with the same without adjustment of the Contract Price or the Contract Time. The Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit, the Contractor must comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing discharge of stormwater, including applicable municipal stormwater management programs.

## **Article 8 Payment**

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

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

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Worksite, as well as authorized and approved Change Orders. Each pay application must be supported by the Contractor's schedule of values and any other substantiating data required by the Contract Documents.

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

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

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

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

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

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

(E) Unexcused delay in performance of the Work;

(F) Any unreleased stop notice, retained as 125% of the amount claimed;

(G) Failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents;

(H) Failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents;

(I) Work performed without approved Shop Drawings, when approved Shop Drawings are required before proceeding with the Work;

(J) Contractor's payroll records are delinquent or inadequate; and

(K) Any other costs or charges that may be offset against payments due, as provided in the Contract Documents, including liquidated damages.

**8.4 Acceptance of Work.** Neither Owner'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.** Owner will retain five percent of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

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

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or 8.6 will be released as Final Payment to Contractor no

sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by Owner's governing body or authorized designee, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete under Public Contract Code Section 7107(c).

- 8.6 Setoff.** Owner is entitled to set off any amounts due from Contractor against any payments due to Contractor. Owner's entitlement to setoff includes progress payments as well as Final Payment and release of retention.
- 8.7 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Worksite by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.
- (A) **Withholding for Stop Notice.** Owner will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by Owner for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.
- (B) **Joint Checks.** Owner reserves the right to issue joint checks made payable to the Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by Owner. 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 Owner and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.
- 8.8 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. The date of Final Payment is deemed to be effective on the date that Owner acts to release retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to Owner exceeds the amount of Final Payment, Owner retains the right to recover the balance from Contractor or its sureties.
- 8.9 Release of Claims.** Owner may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing Owner with a written release of all claims against Owner arising from or related to the portion of Work covered by those undisputed amounts. Any disputed amounts may be specifically excluded from the release.
- 8.10 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to Owner free of any claims, liens, or encumbrances upon payment to Contractor.

## **Article 9 Labor Provisions**

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity,

religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Federal and California laws including the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

## 9.2 Labor Code Requirements.

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

(B) **Penalty.** Under Labor Code Section 1813, Contractor will forfeit to Owner 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 Section 1815.

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

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

## 9.3 Prevailing Wages.

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

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

(B) **Federal Requirements.** If this Project is subject to Federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the current applicable prevailing wage rates under federal law, available online at <http://www.access.gpo.gov/davisbacon/ca.html>, or under California law, available online at <http://www.dir.ca.gov/DLSR>.

## 9.4 Payroll Records.

Contractor must comply with the provisions of Labor Code Sections 1776 and 1812, which are fully incorporated by this reference.

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

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

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

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

(C) **Enforcement.** Upon notice of noncompliance with Labor Code Section 1776, Contractor or Subcontractor has ten days in which to comply with 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 a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.

**9.5 Labor Compliance.** Under Labor Code section 1771.4, the Contract for this Project, if awarded on or after January 15, 2015, is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

## **Article 10 Safety Provisions**

**10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

(A) **Reporting Requirements.** Contractor must immediately provide a written report to Owner of all recordable accidents and injuries occurring at the Worksite. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to Owner.

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

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

(D) **Remedies.** If Owner determines, in its sole discretion, that any part of the Work or Worksite is unsafe, Owner 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 the Owner's satisfaction. If Contractor fails to promptly take the required corrective measures, Owner 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 the Owner's request for corrective measures pursuant to this provision.

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

**10.3 Material Safety.** Contractor must maintain Material Safety Data Sheets (“MSDS”) at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS shall be accessible and available to Contractor’s employees, Subcontractors, Owner, and Owner’s representatives.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to/from the Worksite and/or used in the performance of the Work.

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

## **Article 11 Completion and Warranty Provisions**

### **11.1 Final Completion.**

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

(B) **Punch List.** Engineer will deliver the punch list to Contractor and will specify the time by which all of the punch list items must be completed or corrected. The Engineer may include Owner’s estimated cost to complete each punch list item if Contractor fails to do so within the specified time.

(C) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents, and submission of all final submittals, including a warranty bond as required under Section 4.4, instructions and manuals as required under Section 7.10, and as-built drawings as required under Section 7.11, all to Owner’s satisfaction. Once Final Completion is achieved, and the Project has been formally accepted by Owner, Owner will file a notice of completion with the County Recorder.

(D) **Final Payment.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, Owner may elect to accept the Project and record the notice of completion, and withhold up to 150% of Owner’s estimated cost to complete the remaining items from Final Payment.

## 11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. At Owner'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 recordation of the notice of completion (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

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

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

(E) **Contractor's Obligations.** Upon written notice from Owner to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period.

(F) **Owner's Remedies.** If Contractor and/or its responsible Subcontractor fails to correct defective Work within ten days following notice by Owner, or sooner, if required by the circumstances, Contractor expressly agrees that Owner may correct the defects to conform with Contract Documents at Contractor's sole expense, and Contractor agrees to reimburse Owner for its costs within 30 days following Owner's submission of a demand for payment pursuant to this provision. If Owner is required to initiate legal action to compel Contractor's compliance with this provision, and Owner is the prevailing party in such action, Contractor is solely responsible for all of Owner's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs incurred by Owner to correct the defective Work.

**11.3 Use Prior to Final Completion.** Owner reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if Owner 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. Owner will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) **Non-Waiver.** Occupation or use prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of

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

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

## **Article 12 Dispute Resolution**

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

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing, for change in the Contract Time or Contract Price that has previously been submitted to Owner in accordance with the requirements of the Contract Documents, and which has been rejected by Owner, in whole or in part.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and Owner. 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 Owner in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by Owner.

(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 Sections 20104, et seq.

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

(A) **Substantiation.** The Claim must be submitted to Owner in writing 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 Owner's rejection. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Submission Deadlines.**

(1) A Claim must be submitted within 15 days following the date that Owner notified Contractor in writing that a request for a change in the Contract Time or

Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part.

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

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.8, above.

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

**12.3 Claims Under \$50,000.** For any Claim of less than \$50,000.00, Owner will respond in writing within 45 days of receipt of the Claim, or 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 Owner may have against Contractor. If Contractor fails to submit the additional documentation to Owner within 15 days of receipt of Owner's request, the claim will be deemed waived.

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

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

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

**12.4 Claims From \$50,000 to \$375,000.** For any Claim of over \$50,000.00, and less than or equal to \$375,000.00, Owner will respond in writing within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to the defenses to the Claim that Owner may have against Contractor. If Contractor fails to submit the additional documentation to Owner within 30 days of receipt of Owner's request, the claim will be deemed waived.

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

(B) **Owner's Response.** Owner's written response to the Claim, as further documented, will be submitted to Contractor within 30 days of receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

**12.5 Claims Over \$375,000.** For any Claim of over \$375,000.00, Owner will respond in writing within 90 days of receipt of the Claim. Owner may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim relating

to defenses to the Claim that Owner may have against the Contractor. If Contractor fails to submit the additional documentation to Owner within 45 days of receipt of Owner's request, the claim will be deemed waived.

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

(B) **Owner's Response.** Owner's response to the Claim, as further documented, will be submitted to Contractor within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

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

## 12.6 Meet and Confer.

(A) **Claims up to \$375,000.** For Claims less than or equal to \$375,000.00, if Contractor disputes the Owner's written response, or Owner fails to respond within the specified time, Contractor must notify Owner in writing, either within 15 days of receipt of Owner's response, or within 15 days of Owner's failure to respond within the specified time, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute Owner's response, in writing, within the specified times, Contractor's Claim will be deemed waived.

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

(2) The meet and confer conference will be scheduled at a location at or near Owner's principal office.

(3) If the Claim or any portion remains in dispute following the meet and confer conference, the parties may agree to mediation, as set forth in Section 12.7, below, or if unable to agree, Contractor may file a claim as provided in Government Code Section 900 et seq. (a "Government Code Claim").

(B) **Claims over \$375,000.** For any Claim greater than \$375,000.00, if Contractor disputes the Owner's written response, or Owner fails to respond within the specified time, Contractor must notify Owner in writing, either within 30 days of receipt of Owner's response, or within 30 days of Owner's failure to respond within the specified time, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute Owner's response, in writing, within the specified times, Contractor's Claim will be deemed waived.

(1) Upon receipt of the demand to meet and confer, Owner will schedule the meet and confer conference to be held within 60 days, or later if needed to ensure the mutual availability of all of the individuals that each party requires to represent its interests at the meet and confer conference.

(2) The meet and confer conference will be scheduled at a location at or near Owner's principal office.

(3) For any Claim or any portion(s) of a Claim that remains in dispute following the meet and confer conference, the parties agree to make a good faith effort to resolve the dispute through mediation as a condition precedent to filing a Government Code Claim and initiating litigation.

**12.7 Mediation and Government Code Claims.**

(A) **Mediation.** Mediation under this Article will be scheduled within 60 days following conclusion of the meet and confer process, with a mediator that the parties mutually agreed upon. The mediation itself may take place more than 60 days following conclusion of the meet and confer process to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties must share the costs of mediation equally, except costs incurred by each party for representation by legal counsel or any other consultant.

(B) **Government Code Claims.**

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

(2) The time for filing a Government Code Claim will be tolled from the time the Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied as a result of the meet and confer process, including any period of time used by the meet and confer process. If the parties agree to mediation pursuant to Section 12.7, below, the time for filing a Government Code Claim will be tolled until conclusion of the mediation by impasse.

**12.8 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort-based Government Code Claims.

**12.9 Arbitration.** It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

**12.10 Damages.** Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

**12.11 Multiple Claims.** In the interest of efficiency, Owner, acting in its sole discretion, may elect to process multiple Claims concurrently, in which case the applicable procedures above will be based on the total amount of such Claims rather than the amount of each individual Claim. Any such election will not operate to change or waive any other requirements of this Article.

**12.12 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by Owner.

**Article 13**  
**Suspension and Termination**

- 13.1 Suspension for Cause.** In addition to all other remedies available to Owner, if Contractor fails to perform or correct work in accordance with the Contract Documents, Owner may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to Owner's satisfaction.
- (A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.
- (B) **No Duty to Suspend.** Owner's right to suspend the Work will not give rise to a duty to suspend the Work, and Owner'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.** Owner 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 Owner's convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by Owner pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work as directed by Owner. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience.
- 13.3 Termination for Default.** Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; or if Contractor lacks financial capacity to complete the Work within the Contract Time; or is otherwise responsible for a material breach of the Contract requirements.
- (A) **Notice.** Upon Owner's determination that Contractor is in default, Owner may provide Contractor and its surety written notice of default and intent to terminate the Contract.
- (B) **Termination.** Within seven calendar days after notice of intent to terminate for default has been given, unless the default is cured or arrangements to cure the default have been made and memorialized in writing, to Owner's satisfaction, Owner may terminate the Contract by written notice to Contractor with a copy to Contractor's surety.
- (C) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven calendar days from the date of the notice of termination, Contractor's surety will be deemed to have waived its right to complete the Work under the Contract, and Owner 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 Owner determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by Owner to complete the Work following termination. In addition, Owner will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

(D) **Wrongful Termination.** If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience, in Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

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

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

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

(C) **Markup.** Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less.

**13.5 Provisions Remaining in Effect.** Upon termination pursuant to this Article, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

#### **Article 14 Miscellaneous Provisions**

**14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code Section 7103.5, Contractor and its Subcontractors agree to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or subcontract. This assignment will be effective at the time Owner tenders Final Payment to Contractor, without further acknowledgement by the parties.

**14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be amended accordingly.

**14.3 Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by the waiving party.

- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.

## SPECIAL CONDITIONS

### 1. Authorized Work Days and Hours.

1.1 **Authorized Work Days.** Except as expressly authorized in writing by Owner, Contractor is limited to performing Work on the Project on the following days, excluding holidays observed by the Owner:

**Monday – Friday - During the dry season only (May 15<sup>th</sup> – October 31<sup>st</sup>)**

No work shall be allowed on Rohner Street or Wood Street until June 19, 2017

1.2 **Authorized Work Hours.** Except as expressly authorized in writing by Owner, Contractor is limited to performing Work on the Project during the following hours:

8:00 A.M. – 5:30 P.M.

2. **Caltrans Standard Specifications.** Within these Contract Documents, 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 2010 edition of Caltrans’ Standard Specifications (“Standard Specifications”), or most current amendments thereto on the date that Contractor’s bid was submitted for this Project. The following provisions apply to use of or reference to the Standard Specifications:

2.1 None of the “General Provisions” of the Standard Specifications, i.e., Sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

2.2 If there is a conflict or inconsistency between any provision in the Standard Specifications and a provision of these Contract Documents, the provision in the Contract Documents will govern.

2.3 Any reference to the “Engineer” in the Standard Specifications is deemed to mean “Owner” or “Engineer” or Owner’s designated representative.

2.4 Any reference to the “State” in the Standard Specifications is deemed to mean “Owner.”

4. **Construction Manager Role and Authority.** Construction Manager will assist the Owner in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervising and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing the Owner with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to the Contractor, or other such services for the Project in accordance with Construction Manager’s contract with Owner.

3.1 **Communications.** Contractor must submit all notices and communications relating to the Work directly to Construction Manager. All pre-bid questions must be submitted in writing to the Engineer as follows:

*Josh Wolf, P.E.  
718 Third Street,  
Eureka, CA 95501*

*Josh.Wolf@GHD.com*

With copy to the Construction Manager who will be identified prior to construction.

**3.2 On-Site Management and Communication Procedures.** Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of Owner, and will establish and implement coordination and communication procedures among Owner, Engineer, Contractor, and others.

**3.3 Contract Administration Procedures.** Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents; shop drawings, samples, and other submittals; schedule adjustments; Change Order proposals; written proposals for substitutions; payment applications; and maintenance of logs.

**3.4 Pre-Construction Conference.** Contractor will attend the Pre-Construction Conference, during which Construction Manager will review the Contract administration procedures and Project requirements.

**3.5 Contractor's Construction Schedule.** Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.

**5. For Reference Only.** Contractor is responsible for the careful review of any document, study, or report appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. However, Contractor is advised that Owner or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Contractor must promptly notify Engineer of any perceived or actual conflict between the Contract Documents and any document provided For Reference Only.

**6. Maintenance Bond.** As a condition precedent to Final Payment, Contractor must provide a Maintenance Bond using the form included in the Contract Documents. The Bond Sum for the Maintenance Bond must be five percent (5%) of the final Contract Price, as defined in the General Conditions.

**7. Overhead Cap.** Notwithstanding any provision in the General Conditions, Contractor's recovery of overhead costs for Excusably Delay for Termination for convenience will be capped at two hundred dollars (\$200) per day.

**BIDDER'S QUESTIONNAIRE**

**2015 SAFE ROUTE TO SCHOOL PROJECT**

Submission of a completed Bidder's Questionnaire with the sealed bid is required for the above-referenced project ("Project"). Owner may use the completed Questionnaire to evaluate the Bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

**Part 1: General Information**

Contractor Name: \_\_\_\_\_ ("Contractor")

Check One:     Corporation  
                   Partnership  
                   Sole Proprietorship  
                   Joint Venture of: \_\_\_\_\_  
                   Other: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Owner of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contractor's License Number(s): \_\_\_\_\_

**Part 2: Contractor Experience**

1. How many years has Contractor been in business under its present business name?  
\_\_\_\_\_
  
2. Has Contractor completed projects similar in type and size to this Project as a general contractor? \_\_\_\_\_
  
3. Has Contractor ever been disqualified on grounds that it is not responsible? If yes, provide additional information on a separate sheet of paper regarding the disqualification, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Contractor was disqualified as not responsible, and the month and year in which the disqualification occurred.
  
4. Has Contractor ever been terminated from a construction project, either as a general contractor or as a subcontractor? If yes, provide additional information on a separate sheet of paper regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Contractor was under contract as a general contractor or a subcontractor, the reasons that Contractor was terminated, and the month and year in which the termination occurred.

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

- 5.1 Six (6) most recently completed public works projects within the last three (3) years;
- 5.2 Three (3) largest completed projects within the last three (3) years; and
- 5.3 Any project which is similar to this Project.

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

- 6.1 Project Name
- 6.2 Location
- 6.3 Owner
- 6.4 Owner Contact (name and current phone number)
- 6.5 Architect or Engineer Name
- 6.6 Architect or Engineer Contact (name and current phone number)
- 6.7 Construction Manager (name and current phone number)
- 6.8 Description of Project, Scope of Work Performed
- 6.9 Initial Contract Value (at time of bid award)
- 6.10 Final Cost of Construction (including change orders)
- 6.11 Original Scheduled Completion Date
- 6.12 Time Extensions Granted (number of days)
- 6.13 Actual Date of Completion
- 6.14 Number and amount of Stop Notices or Mechanic's Liens filed
- 6.15 Amount of liquidated damages assessed against Contractor
- 6.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner

**Part 3: Verification**

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

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

By [name, title]: \_\_\_\_\_

For [name of Contractor]: \_\_\_\_\_

# City of Fortuna Public Works Department



Sent via \_\_\_\_\_

[Date]

[Contractor name]

[Contractor address]

[Contractor fax or email]

Re: **NOTICE OF AWARD**  
2015 Safe Route to School Project

Dear \_\_\_\_\_:

The City of Fortuna ("Owner") is pleased to inform you that \_\_\_\_\_ ("Contractor") has been awarded the Contract for the above-referenced Project ("Project"), for the Contract Price of \$\_\_\_\_\_, based on your Bid Proposal submitted on \_\_\_\_\_, 20\_\_.

A copy of the Contract is enclosed. Contractor must execute \_\_\_\_\_ copies of the enclosed Contract and return them to my attention, accompanied by the required Payment Bond, Performance Bond, and insurance certificates, no later than ten days from the date of this Notice of Award.

Failure to return the executed Contract and required bonds and insurance documentation within the specified time could result in termination of the Contract and forfeiture of Contractor's bid security.

Please acknowledge receipt of this Notice of Award by signing the attached Acknowledgement of Notice of Award, as indicated, and transmitting the Acknowledgement to my office at: \_\_\_\_\_ [insert fax number or email address]. Please do not hesitate to contact me if you have any questions in this regard.

Sincerely,

[name, title]

Enclosure

**Acknowledgement of Notice of Award**

On behalf of \_\_\_\_\_ ("Contractor"), I acknowledge receipt of the Notice of Award for the 2015 Safe Route to School Project:

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Fortuna Public Works Department



Sent via \_\_\_\_\_

[date]

[Contractor name]

[Contractor address]

[Contractor fax or email]

Re: **NOTICE TO PROCEED**  
2015 Safe Route to School Project

Dear \_\_\_\_\_:

By this letter \_\_\_\_\_ ("Contractor") is notified to proceed with its Work for the above-referenced Project ("Project"), as required by the Contract Documents. Contractor should start the Work on or before \_\_\_\_\_, 20\_\_ ("Start Date"), and must achieve Final Completion within \_\_\_\_\_ calendar days from the Start Date.

A copy of the fully executed Contract is enclosed for your files.

Please acknowledge receipt of this Notice to Proceed by signing the attached Acknowledgement of Notice to Proceed, as indicated, and transmitting the Acknowledgement to my office at: \_\_\_\_\_ [insert fax number or email address]. Please do not hesitate to contact me if you have any questions in this regard.

Sincerely,

[name, title]

Enclosure

**Acknowledgement of Notice to Proceed**

On behalf of \_\_\_\_\_ ("Contractor"), I acknowledge receipt of the Notice to Proceed for the 2015 Safe Route to School Project:

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Recording Requested By:

\_\_\_\_\_

When Recorded Mail To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**NOTICE OF COMPLETION**

Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Owner of the Project described below.
2. Owner's full name is \_\_\_\_\_.
3. Owner's address is \_\_\_\_\_.
4. The nature of Owner's interest in the Project is:  
 Fee ownership     Lessee     Other: \_\_\_\_\_
5. Construction work on the Project performed on Owner's behalf is generally described as follows: \_\_\_\_\_  
 \_\_\_\_\_.
6. The name of the original Contractor for the Project is: \_\_\_\_\_  
 \_\_\_\_\_.
7. The Project was completed on: \_\_\_\_\_.
8. The Project is located at: \_\_\_\_\_  
 \_\_\_\_\_.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature of Person Signing on Behalf of Owner

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

# PART 4 TECHNICAL SPECIFICATIONS



10/25/16

## TECHNICAL SPECIFICATIONS

### Special Provisions to the Caltrans Standard Specifications, 2010

#### 1.0 GENERAL

##### A. PROJECT DESCRIPTION

The project includes all work included in the Plans, General Provisions, Technical Specifications, Standard Plans and Standard Specifications, to produce a complete and functional project, as determined by the City of Fortuna.

##### B. SCOPE OF WORK

Contractor shall provide all materials, supervision, labor, equipment and supplies for construction of the 2015 Safe Routes to School Improvement Project. The project includes but is not limited to: removal of existing asphalt pavement, concrete sidewalk, concrete driveways, concrete curb, concrete curb and gutter, and drainage facilities; and the placement/construction of concrete sidewalk, driveway, bulb outs, curb ramps, curb and gutter, asphalt pavement, pavement striping and markings, signage, enhanced signage, storm drain piping and storm drain inlets.

##### C. LOCATION OF WORK

The work site is on Ross Hill Road between Kenmar Road and School Street, on Thelma Street between School Street and Highland Drive, on Wood Street between School Street and Highland Drive, on Boone Street at School Street, and on Rohner Street between Rohnerville Road and the Norman G. Ambrosini Elementary School in Fortuna, State of California.

##### D. OWNER'S AUTHORIZED REPRESENTATIVES

- Merritt Perry, Director of Public Works/City Engineer, City of Fortuna
- Kevin Carter, Deputy Director of Public Works, City of Fortuna
- Michael Johnson, General Services Superintendent, City of Fortuna

*Additional authorized representatives will be identified prior to construction.*

##### E. ROAD CLOSURES

- |                                      |              |
|--------------------------------------|--------------|
| 1. City of Fortuna                   | 707-822-5957 |
| 2. Fortuna Volunteer Fire Department | 707-725-5521 |
| 3. Fortuna Police Department         | 707-725-7550 |
| 4. California Highway Patrol         | 707-268-2000 |

##### F. STANDARDS

All work shall adhere to California Department of Transportation (Caltrans) 2010 Standard Specifications (with the exception Sections 1 through 9 unless specific references are made thereto) and Standard Plans and the Special Provisions contained herein and the latest edition of the California Building Code (CBC), Local, State and Federal regulations, all of which are incorporated into this Contract by reference. If in conflict, the Special Provisions will take precedence.

##### G. CONFLICTS

Whenever a conflict arises between any of the referenced specifications, the plans take precedence with detail drawings having precedence over State Standard Plans in all cases. The Special Provisions take precedence over the State Standard Specifications.

##### H. PERMITS AND LICENSES

The Contractor is responsible for obtaining all permits and licenses needed for this project, and paying associated fees.

## I. CONTRACTOR'S USE OF PREMISES

1. Public Safety, traffic safety and worker safety shall be maintained in compliance with Federal, State and Local Law. It shall be the applicant's responsibility and liability to comply with all applicable laws including: Cal-OSHA; State Department of Transportation Construction Safety, and the State Construction Safety Orders administered by the State Department of Industrial Relations, available through the State of California. Safety and warning devices shall be installed and maintained for all work within the Public Right of Way, within trenches, excavations, and around obstructions. No Public access shall be permitted under overhead construction work. Traffic control signs, flags, lights and other warning and safety procedures shall conform to these cited State requirements, including the Manual of Traffic Safety in Construction Work Zones published by the State Department of Transportation. Continuous vehicle and pedestrian access shall be maintained unless advanced, written authorization has been provided by the City.
2. No concrete shall be place or poured; or asphalt paving placed; or pipeline trenches back-filled; or structures back-filled until the designated City inspector has made an inspection and the work has been approved. Required inspections must be scheduled at least 24 hours in advance.
3. Access to fire hydrants and public facilities shall be maintained at all times.
4. Refuse, trash, waste materials or unused materials shall be removed from the Public Right-of-Way within 4 hours after completion of work.
5. No street shall be closed without first notifying the following agencies, a minimum of 24 hours in advance :
  - Fortuna Public Works Department: 725-7630
  - Fortuna Building Department: 725-7640
  - Fortuna Police Department: 725-7550
  - Fortuna Fire Department: 725-5021
  - City Ambulance: 725-8020
  - Humboldt County Sheriff's Department: 445-7251
  - California Highway Patrol: 822-5981
  - California Department of Forestry - Fortuna Office: 725-4413
6. The Contractor shall take all reasonable precautions to restrict operations to the least area of work possible and shall not disturb private property beyond the areas of work or easements for the project.
7. The Contractor shall post temporary "No Parking" signs with dates and time restrictions described in work areas a minimum of forty-eight (48) hours prior to commencement of work. However, if the intended work does not commence within 24 hours of the scheduled work, all "No Parking" signs shall be removed from the site unless otherwise directed by the City's Representative. See "Traffic Control" section regarding coordinating work.
8. The Contractor shall provide equipment-staging space at their own expense and shall occur within paved or graveled areas or a designated, previously disturbed corporation yard. No spoils or materials will be permitted to be stored on site.

9. The Contractor shall be cognizant of all utilities that cross the work area and take adequate measures to protect the utilities from damage. The City of Fortuna assumes no liability of the location of utilities marked or otherwise, and the Contractor is encouraged to examine the site and contact the utilities via USA to determine if conflicts exist.
10. The Contractor is responsible for arranging hook-up of temporary power and is responsible for power hookup and power usage costs. It is the Contractor's responsibility to ensure the compatibility of power sources for their equipment.
11. The Contractor is responsible for furnishing and installing all required temporary buildings with sanitary toilets for use of all workmen; comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

J. DIFFERING SITE CONDITIONS

Attention is directed to Section 4-1.06, "Differing Site Conditions," of the Standard Specifications. During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," borings, other geotechnical data obtained by the City of Fortuna's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the City's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 5-1.43, "Potential Claims and Dispute Resolution" of the Standard Specifications and as specified herein; otherwise the decision of the City's Representative shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Technical Data," a review of the borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site.

K. INCREASED OR DECREASED QUANTITIES

Sections 9-1.06 "Changed Quantity Payment Adjustments" of the Standard Specifications is amended as follows:

Section 9-1.06B "Increases of More than 25%."

**Does not apply to this project. No adjustment in unit prices will be allowed for increases in quantities. The unit bid price shall be the unit price paid.**

Section 9-1.06C "Decreases of More than 25%."

**Does not apply to this project. No adjustment in unit prices will be allowed for decreases in quantities. The unit bid price shall be the unit price paid.**

L. WORK SAFETY

The Contractor shall assume sole and complete responsibility for job site conditions for the duration of the project including, but not limited to, the safety and health conditions on the work site. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall comply with all applicable provisions of law including the standards, rules, regulations and orders established by the California Division of Industrial Safety. Contractor shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the work site safe

and healthful. Contractor shall take all steps necessary to ensure that any hazardous condition is corrected promptly either by the Contractor or by assigning such responsibility to the appropriate subContractor and ensuring that the corrections are completed. The City of Fortuna, the engineer-of-record, construction manager and the officers, agents, employees and consultants, shall not have charge of or responsibility for construction or safety means, methods, techniques, procedures, as these are solely the responsibility of Contractor.

#### M. CONFINED SPACES

For any work that is to take place in a confined space, the Contractor shall comply with all CAL/OSHA regulations concerning entry into confined spaces. Confined space for the purpose of this Article shall mean the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors. Tests for the presence of combustible or dangerous gases shall be made with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the job site. Sources of ignition, including smoking, shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe. No employee shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment. Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side openings or manholes when practicable.

#### N. RECORD DRAWINGS

Using colored ink, the Contractor shall make changes on a set of clean prints of the contract drawings. Indicate all changes and revisions to the original design that affect the permanent structures/facilities. Reference underground utilities to semi-permanent or permanent physical objects. Reference water, sewer, telephone, and electrical lines to corners of buildings and survey markers. Drawings shall be kept current with all work instructions, change orders and construction adjustments. Drawings shall be subject to the inspection of the City's Representative at all times. Progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Project record drawings are the property of the City of Fortuna. Prior to acceptance of the work, the Contractor shall deliver to the City one (1) set of neatly marked record drawings, accurately showing all the information required above. Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

#### O. SUBMITTALS

##### **General**

Submit samples, drawings, and data for the City's approval which will demonstrate fully that the construction, and all materials and equipment to be furnished will comply with the provisions and intent of this specification. Submit all samples, drawings and data, unless specified otherwise, in the quantity required for return to the Contractor, plus three, which the City will retain. Label each sample, naming the project, the source of the material, and the proposed location of use on the project. Restrict each submittal to only one Specification Section or portion thereof. Unless otherwise specifically permitted by the City, make all submittals in groups containing all associated items for complete systems. The City may reject partial submittals as not complying with the provisions of the contract documents.

Specific items to be covered by submittals shall include, but not limited to, the following:

Designation of Authorized Representative	Pavement Markings / Markers / Striping
Traffic Control Plan	Roadside Signs and Posts
Class 2 Aggregate Base	Enhanced Signage
Hot Mix Asphalt Mix Designs	Water Meter Boxes
Concrete Mix Design	Fire Hydrants and Accessories
Concrete Reinforcement	Non-woven Geotextile Fabric
Detectable Warning Surface	"C" Channel Arch Drain
Filter Fabric	
Storm Drain Pipe and Fittings	
Drain Inlets	

Where the specifications indicate that the Contractor must follow manufacturer's instructions for installation of materials or equipment, those instructions shall be submitted to the City of Fortuna prior to the start of work whether or not instructions are listed specifically as a submittal. When referenced, the manufacturers printed installation instructions shall have the same effect as if printed in the contract documents. Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work. Make all shop drawing prints in blue or black line on white background. Reproductions of City of Fortuna's drawings are not acceptable. The Contractor shall not use red color marks on submittals. Duplicate all marks on all copies submitted and ensure marks are photocopy reproducible. Include legible scale details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout drawings, parts catalogs, rough-in diagrams, wiring diagrams, controls, weights, and other pertinent data. Provide, at a minimum, the detail provided in the Contract Documents. Prior to submittal for City's review, use all means necessary to fully coordinate all materials, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
2. Coordinate as required with all trades and with all public agencies involved.
3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

The Contractor shall make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow at least seven (7) calendar days for the City's review, plus the transit time.

At least one copy of each submittal will be returned to the Contractor marked "No Exceptions Taken", "Make Corrections Noted", "Revise and Resubmit", or "Rejected." Submittals marked "No Exceptions Taken" or "Make Corrections Noted" need not be resubmitted, but the notes shall be followed. If a submittal is rejected, it will be marked to indicate what is unsatisfactory. Resubmit revised drawings or data as indicated, in number of copies specified above.

Approval of each submittal by the City will be general only and shall not be construed as:

1. Permitting any departure from the contract requirements.
2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional details or instructions previously furnished by the City.
4. Relieving the Contractor from verifying all field conditions and dimensions.

Any submittals which are returned to the Contractor for resubmittal due to incompleteness or noncompliance more than once will cause additional review time and expense for the City of Fortuna. The Contractor shall reimburse the City of Fortuna for all costs associated with the third and subsequent review of any submittals. The City of Fortuna reserves the right to deduct resubmittal review costs from amounts due the Contractor.

The contract is based on the materials, equipment, and methods described in the contract documents. Any proposed substitutions by the Contractor are subject to the City's approval. The City will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the City to evaluate the proposed substitution. Requests for substitutions shall be accompanied by a cover letter stating the reason for the substitution and any cost difference between the specified and proposed material. Any deviations from the plans and specifications shall be clearly identified on the submittal.

#### **Certificate of Compliance**

Certificates of Compliance may be required for any material incorporated into the project at the City's sole discretion.

#### **Form of Submittal**

Before submitting materials, Contractor shall provide the City a proposed submittal form for the City's review and approval or the Contractor shall use the sample form designated by the City.

Contractor shall completely identify each submittal and re-submittal by using the form approved by the City's Representative and number submittals consecutively beginning with 1. Re-submittals shall retain the original number with an added suffix starting with "A." Said form shall include the name of the City's Representative and the Project Name. It shall also clearly indicate the Item Description, Manufacturer, Specification Section Reference and Drawing Sheet Number(s) Reference. All submittals shall be certified by the Contractor for completeness and for compliance with the contract documents with the following Certification:

I hereby certify that all material submitted has been checked for completeness, for correctness, and for compliance with the drawings and specifications, that field dimensions and conditions have been verified, and that exceptions, if any are clearly noted. Allow a 3" x 4" space on the form for the City's Submittal Stamp. Transmit all submittals to City's designated representative.

#### **Measurement and Payment**

When the bid schedule or Engineer's estimate does not contain a pay item for work shown in the plans or called for in the Contract Documents, no direct payment for work will be made, but the work will be considered paid under other contract items. Items of work or other services which the Contractor is required to supply, such as clean-up or other incidental items, and which are not listed as separate bid items shall be included in the related bid items and shall be considered as paid in those items, whether or not specifically identified in the descriptions. Also included in such contract costs are any costs associated with the repair of damage, which may occur to existing improvements as a result of these construction operations.

Unless otherwise specified, measurement for work is in place, complete, and accepted.

Except for final pay item quantities, the Engineer measures quantities for payment.

The contract price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans. No additional compensation will be allowed therefor.

### **Final Pay Item Quantities**

The City shows a bid item quantity as a final pay item for payment purposes only. For a final pay item, accept payment based on the Bid Item List quantity, regardless of actual quantity used unless dimensions are changed by the Engineer.

## **2.0 ORDER OF WORK AND PROGRESS SCHEDULE**

- A. The first order of work will be for the Contractor to prepare and submit an As-Planned (Baseline) Schedule, Public Notifications, Traffic Control Plan, and Submittals, for review and acceptance by the City of Fortuna.

The Contractor shall allow ten (10) working days each for the City's Representatives' review of the above submittals which will be counted concurrently if all items are submitted simultaneously.

No work may begin under the Contract until the Public Notices, Work Plan, Schedule, and Traffic Control Plan have been approved by the City. Time required for review and approval of these items shall not constitute a basis for Contract time extension.

- B. The second order of work shall be the distribution of approved public notices by the Contractor no later than 72 hours in advance of the work as noted on the plans and in accordance with the noticing requirements in the "Traffic Control," section and elsewhere in these Special Provisions. Public notification(s) shall be sent by the Contractor to all affected residents, utility companies, school districts, fire districts, US Postal Service, and police/sheriff directly involved in this project. Contractor shall provide a copy of the public notification distribution list to the City of Fortuna for review and approval.
- C. The third order of work, prior to commencing work, shall include obtaining an Underground Service Alert (USA) utility locate.
- D. The fourth order of work shall include implementing traffic control devices.
- E. The fifth order of work shall include the installation of water pollution control BMP's.
- F. The sixth order of work shall include clearing and grubbing, the removing of existing asphalt pavement, striping and markings, and the demolition of existing concrete facilities.
- G. The seventh order of work shall include grading/excavation for new curbs, curb and gutters, sidewalks, curb ramps, pedestrian refuge, driveways, enhanced signage foundation, and the installation of storm drainage facilities.
- H. The eighth order of work shall include completing construction of curbs and gutters, sidewalks, curb ramps, pedestrian refuge, and driveways and enhanced signage foundation.
- I. The ninth order of work shall include the preparation of asphalt concrete structural section including subgrade and base preparation, and placement of asphalt concrete pavement.
- J. The tenth order of work shall include placement of pavement markings, striping, markers, signage, and enhanced signage.
- K. The eleventh order or work shall include removal of traffic control.
- L. The twelfth order or work shall include removal of water pollution control BMP's. Additional traffic control may be necessary if this work takes place after the initial traffic control has been removed.

### **Measurement and Payment**

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

### **3.0 EXISTING FACILITIES**

Attention is directed to 5-1.36D "Non-highway Facilities" of the Standard Specifications and these Special Provisions.

It is not the intent of the plans to show exact locations of existing utilities, and the City of Fortuna assumes no responsibility therefor. The Contractor shall be responsible for verifying their actual location and depth in the field. Where excavation is anticipated, the Contractor shall notify Underground Service Alert at (800) 642-2444 prior to excavation. It should be understood that various utilities are indicated on the Plans to show only the approximate location and must be verified in the field by the Contractor. It may be expected that there will be variation in location from that as shown on the Plans to the actual location. Actual location can best be determined in the field after pre-marking by the various utilities affected. The various utilities will cooperate with the Contractor to endeavor to familiarize the Contractor with all known underground utilities obstructions, but this will not relieve the Contractor from assuming full responsibility in anticipating and locating their actual location with respect to utilities which the Contractor must locate and identify under the provisions hereof.

- A. Gas and Electric  
PG&E provides the gas and electrical service in the project area. It should be noted that where overhead service to an existing structure does not exist, then underground power service shall be assumed to exist. PG&E can be contacted at (800) 743-5000.
- B. Telephone  
AT&T maintains telephone lines in the project area. AT&T can be contacted at (707) 445-4069.
- C. Cable Television  
Suddenlink Communication maintains cable television lines in the project area. Suddenlink can be contacted at (877) 443-3127.
- D. Roads and Streets  
The City of Fortuna Public Works has jurisdiction over roads and streets within the public right-of-way. They may be contacted at (707) 725-7650.
- E. Sewer  
The City of Fortuna Public Works provides sanitary sewer facilities in the project area. They may be contacted at (707) 725-7650.
- F. Water  
The City of Fortuna Water Department supplies domestic water in the project area. They may be contacted at (707) 725-7650.

### **Measurement and Payment**

Full compensation for protection of existing utility facilities shall be considered as included in the various bid items and no separate payment will be made.

### **4.0 HAZARDOUS WASTE AND CONTAMINATION**

#### **General**

Attention is directed to the provisions in Section 14-11 "Hazardous Waste and Contamination", of the Standard Specifications, and these Special Provisions.

In accordance with Section 7104 of the State Public Contract Code, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) Subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described herein. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for herein, but shall proceed with all Work to be performed hereunder. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the City and Contractor.

### **Measurement and Payment**

Notification and initial coordination with the City shall be considered as included in the various bid items and no separate payment will be made. If hazardous waste or contaminated material is found that requires disposal, a change order for the additional work will be issued in accordance with this contract.

## **5.0 PRESERVATION OF PROPERTY**

### **General**

Attention is directed to the provisions in Section 5-1.36 "Property and Facility Preservation", of the Standard Specifications, and these Special Provisions.

The Contractor will make a thorough investigation of the job site and size equipment accordingly. The Contractor shall select equipment to avoid damaging existing facilities, which include, but are not limited to: street paving, pipes, traffic controls, sidewalks, plants and trees, landscaping, curbs and gutters, retaining walls, drainage facilities, fencing etc. The Contractor shall restore any damage to the existing facilities to the satisfaction of the City or owner. Restoration costs shall be the sole responsibility of the Contractor and shall be at no cost to the City or Owner.

### **Measurement and Payment**

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

## **6.0 MOBILIZATION/DEMobilIZATION**

### **General**

Mobilization and Demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. Also included are final site cleanup, removal of all unused construction waste and demobilization of equipment from the site.

### **Measurement and Payment**

Payment for Mobilization/Demobilization shall be made on a lump sum basis. This work covers all Contractor costs and effort associated with mobilizing equipment, materials, and labor to the project site

as well as demobilization of same for both the base bid schedule and any additive bid schedules if awarded. Items covered by this include, but are not limited to, bonds, insurance, contracting and administrative costs, costs associated with temporary facilities and utilities, punch list items, repairs of damaged property, site cleanup, and project maintenance and warranty. Payment for mobilization/demobilization will be paid for as "Mobilization/Demobilization." Partial Payments will be made in accordance with the following:

<b>Percent of Original Contract Amount Earned</b>	<b>Allowable Percentage of Lump Sum Price for the Item</b>
5%	10%
10%	25%
25%	50%
50%	75%
75%	90%
100%	100% (Contract Acceptance)

## **7.0 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS**

### **General**

Stationary mounted construction area signs shall be furnished, installed at locations shown on the plans, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions. In addition, attention is directed to Sections 7-1.03 "Public Convenience", 7-1.04 "Public Safety" of the Standard Specifications, in so far as they may apply, and the following Special Provisions.

All stationary-mounted construction area signs shall be provided by the Contractor, and shall remain the Contractor's property after the completion of the contract.

### **Materials**

Sign substrates for stationary-mounted construction area signs shall comply Section 12-3.06B(1) and 12-3.06B(2) of the Standard Specifications.

The base material of construction area signs shall be aluminum sheeting.

### **Construction**

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

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

### **Measurement and Payment**

Stationary-Mounted Construction Area Signs as shown on the plans, except those signs required for lane and road closures and unless otherwise specified, will be paid for on the unit basis for each individual sign system installed. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs, erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at the locations shown on the plans. Payment for stationary mounted construction area signs shall be paid for as "Construction Area Signs."

## **8.0 TEMPORARY TRAFFIC CONTROL**

### **General**

The Contractor shall refer to the current California Manual of Uniform Traffic Control Devices, and shall furnish, erect, maintain and remove all necessary signs and devices during the length of this contract.

The applicable sections of Section 7-1.03 "Public Convenience", Section 7-1.04 "Public Safety", and Section 12, "Temporary Traffic Control", and Section 12-1.03 "Flagging Costs" regarding flagging costs are further revised to provide that all flaggers shall be provided by the Contractor at his expense. Flaggers shall be properly equipped and trained in accordance with "Instructions to Flaggers," published by the California Department of Transportation. Flaggers are expected to be required for the project.

The Contractor is responsible for developing and submitting to the City of Fortuna a Traffic Control Plan for review and approval prior to commencement of construction activity.

### **Materials**

Portable construction area signs shall comply Section 12-3.06B(1) and 12-3.06B(3) of the Standard Specifications.

The base material of construction area signs shall be aluminum sheeting.

### **Construction**

#### Maintaining Traffic

Public traffic shall be maintained on public roadways adjacent to the work, except during short temporary delays (5 minutes per hour maximum closure) when proper signage and flagmen are provided as necessary to complete the work. Any road closures shall be approved in advance by the Engineer.

Contractor shall expedite the passage of public and private traffic through and around the work except as specified above. The Contractor shall furnish and install signs, detours, lights, flares, barricades, and shall furnish flagmen and other facilities for the convenience and direction of public traffic.

The contractor is responsible for site security and safety throughout the project and shall maintain appropriate barricades, K-rail and other features as needed to protect the work site and public safety.

All temporary signs and warning devices, including warning signs placed beyond the limit of work, shall be provided by the Contractor and shall become the Contractors property after completion of the contract.

Prior to the start of work, the Contractor shall provide the City of Fortuna with a Traffic Control Plan. During the contract period, the Contractor shall coordinate their activities daily with the City of Fortuna and make every effort to minimize the disruption of normal traffic and parking. Traffic Control Plan shall include temporary traffic control for pedestrian access around the work being performed. Alternative routes shall be provided for pedestrians when work affects existing facilities (e.g. sidewalks, curb ramps, etc.). Multiple curb ramps at single intersection shall not be demolished and/or removed unless an alternative route (detour) is provided.

The Contractor shall post temporary NO PARKING signs as described in the "GENERAL" section of these Special Provisions. Written notice shall be approved by the City prior to any posting. It shall be the responsibility of the Contractor to maintain signs and barricades overnight and on weekends and until the completion of the contract. It will be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations

At the end of any working day when work operations have obscured existing traffic striping, the striping shall be restored via reflective painting, markers or other interim materials subject to the approval of the City of Fortuna.

At the end of each day's work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic.

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

Public Convenience

Contractor shall conduct his operation as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater amount of work than he can prosecute properly with due respect to the rights of the public. The contractor shall notify all affected parties a minimum of two weeks prior to any road or driveway closures.

The Contractor shall provide pedestrian access to homes/residences at all times. The Contractor shall be prepared to remove closures and provide emergency vehicle access at all times. The Contractor will not be entitled to compensation for the delays of work resulting from a closure needing to be opened in order to provide emergency vehicle access.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

During approve lane closure using flaggers, all side streets within the closure area shall have flaggers to control traffic. The use of stationary signs to control traffic on side streets with the closure are shall not be permitted.

Detours

Under no circumstances shall traffic on any street be held up more than five minutes per hour at any one time. The contractor may coordinate with property and business owners to schedule work so that longer delays do not adversely affect residents or business owners to their satisfaction. In addition, Contractor shall give personal notice to all affected property owners as specified above under Public Convenience. Before closing any street to through traffic, Contractor shall obtain prior approval from the Engineer 7 calendar days in advance of closure. Contractor shall at all times provide access to public facilities such as schools, etc. and make provisions for passage of emergency vehicles. Pedestrian detours shall follow the requirements of accessible pedestrian routes per the California MUTCD.

**Measurement and Payment**

Measurement and payment for this item shall be on a lump sum basis. The contract price shall include full compensation for furnishing all labor (including flagging costs), materials, tools, equipment, and incidentals, and for doing all the work involved including but not limited to: notifications, placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, including portable construction area signs, as specified in the Standard Specifications and these Special Provisions, and as directed by the City's Representative. Payment for temporary traffic control shall be paid for as "Traffic Control." Partial Payments will be made therefore in accordance with the following:

<b>Percent of Original Contract Amount Earned</b>	<b>Allowable Percentage of Lump Sum Price for the Item</b>
5%	10%
10%	25%
25%	50%
50%	75%
75%	90%
100%	100% (Contract Acceptance)

Stationary-mounted construction area signs are measured and paid separately under "Construction Area Signs."

## **9.0 CONSTRUCTION STAKING**

### **General**

This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the Right-of-Way in addition to the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions.

### **Construction**

The layout and establishment of grades shall be made by the Contractor. Two-dimensional Computer Aided Design (CAD) files will be available and provided to the contractor upon request. The CAD files may be used to facilitate layout however, the Contractor is responsible for verifying dimensions and accuracy with the hard copy set of plans that have been released for construction.

Grades and elevations shall be as indicated on the plans. Elevations not specifically provided shall be established based on the existing conditions, with respect to the relative grades and dimensions identified in the typical sections, details and/or current code requirements. Supplemental grading information will be available and provided to the contractor upon request, and if deemed necessary by the Engineer.

Contractor shall be required to establish layout and grade stakes/hubs in the field at a sufficient interval (as determined by the Engineer) to allow for the City's Representative to review Contractor's layout. The layout and grades shall be reviewed by the City's Representative prior to the placement of concrete.

Construction stakes and markings shall be removed from the site of the work when no longer needed.

### **Measurement and Payment**

Measurement and payment for this item shall be on a lump sum basis. The contract price shall include full compensation for furnishing all labor (including flagging costs), materials, tools, equipment, and incidentals, and for doing all the work involved, as specified in the Standard Specifications and these Special Provisions, and as directed by the City's Representative. Payment for construction staking shall be paid for as "Construction Staking." Partial Payments will be made based on the percent complete estimated by the Engineer.

## **10.0 CONTRACTOR MATERIALS TESTING AND QUALITY CONTROL**

### **General**

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed, and he shall cooperate with the Owner and the Engineer for necessary sampling requested by the Owner's Representative for material testing.

Subgrade, aggregate base, hot mix asphalt, fill and backfill sampling and testing shall be performed by an independent materials testing firm certified and licensed to perform such tests assigned to or requested of them. The materials testing firm retained by the Contractor shall be subject to approval of the Owner. Certified test results shall be provided to the City within 24 hours of test time. Should a test or retest indicate non-compliance with the requirements of the Contract Documents, the non-complying item of work shall be removed, reconstructed or reworked at no additional cost to the Owner. All reconstructed and reworked items of work shall be tested in the same manner as required for the initial work at no additional cost to the Owner. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the Owner and Engineer as to the Contractor's proposed methods for removal, reconstruction, or rework.

Contractor shall be solely responsible for any delay occasioned by remediation of noncompliant Work.

### Testing Frequencies

Contractor's materials tester shall perform the following tests:

Materials to be Tested	Frequency	Test Methods	Description of Test	Notes
Subgrade and Fill	1 test per 1000 sf or fraction thereof for every 16 inches of fill; 1 test per 1000 sf or fraction thereof for pavement (asphalt and concrete) subgrade;	CT 216/231	Relative Compaction and In-Place Density	A minimum of three test sites are required for every test.
Trench Backfill and Aggregates	1 test per 100 lf or fraction thereof for every 16 inches of trench backfill; 1 test per 1000 sf or fraction thereof for every 16 inches of flexible pavement subbase or base;	CT 216/231	Relative Compaction and In-Place Density	A minimum of three test sites are required for every test. <u>Testing not required for trenches in non-paved areas.</u>
Asphalt Concrete (Hot Mix)	1 test per 1000 sf/lift or fraction thereof	CT 375	Relative Compaction and In-Place Density	Approved mix design to be used as a laboratory maximum to determine relative compaction. Data cores are not required. <u>Testing required for trail paving only.</u>

### Measurement and Payment

Measurement and payment for this item shall be on a lump sum basis. The contract price shall include full compensation for furnishing all labor (including flagging costs), materials, tools, equipment, and incidentals, and for doing all the work involved, as specified in the Standard Specifications and these Special Provisions, and as directed by the City's Representative. Payment for materials testing shall be paid for as "Materials Testing." Partial Payments will be made based on the percent complete estimated by the Engineer.

## 11.0 WATER POLLUTION CONTROL & FINAL STABILIZATION

### General

Attention is directed to Section 13 "Water Pollution Control" and Section 21 "Erosion Control" of the Standard Specifications and the following Special Provisions. The Contractor shall implement best management practices (BMPs) to protect coastal waters from pollution with sediments, fuels, oils, and other harmful materials.

This work includes but is not limited to furnishing, constructing, and maintaining permanent and temporary erosion and sediment control measures in accordance with the plans, specifications, required by permits or as ordered by the Owner during the life of the contract. This work is necessary to control water pollution, soil erosion and siltation through the use of fiber rolls, silt fences, inlet protection, and other approved water pollution control devices or methods.

All maintenance and fueling required for heavy equipment and other vehicles shall be performed 100-feet away from a storm drainage inlet or drainage swale in a confined area such that there is no possibility of

contaminants being discharged to the swale. Hazardous materials (fuels, lubricants, solvents, etc.) will not be stored within 100-feet of a drainage or water body. Any failure of equipment that results in water pollution is the responsibility of the Contractor. All fuel, oils, and other harmful materials will be cleaned up to the satisfaction of the Owner and at no additional cost to the Owner.

### **Construction**

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

All disturbed areas shall be restored using hydroseed and an approved seed mix equivalent to the surrounding area. Apply hydroseed with hydraulic spray equipment that mixes fiber, tackifier, fertilizer, and seed materials specified, at a minimum application rate of 100 lbs/acre. Hydroseed shall be applied to form a uniform and continuous blanket over all disturbed areas, subject to the satisfaction of the City. After the final application, protect treated areas from damage from pedestrians, vehicles and equipment.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

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

If measures being taken by the Contractor are inadequate to control water pollution effectively, the Owner's Representative may direct the Contractor to revise the operations and the water pollution control measures. No further work shall be performed until the water pollution control measures are adequate as determined by the Owner's Representative.

### **Measurement and Payment**

The contract lump sum price paid for Water Pollution Control and Final Stabilization includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work necessary, including conducting water pollution control training, final stabilization (hydroseeding and mulch), monitoring, implementing, maintaining, and correcting water pollution control practices and doing all other work as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the City. Payment for water pollution control shall be paid for as "Water Pollution Control and Final Stabilization." Partial Payments will be made in accordance with the following:

<b>Percent of Original Contract Amount Earned</b>	<b>Allowable Percentage of Lump Sum Price for the Item</b>
5%	5%
10%	10%
25%	25%
50%	50%
75%	75%
100%	100% (Contract Acceptance)

## **12.0 DUST CONTROL**

### **General**

Dust control shall conform to the provisions in Section 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions.

### **Construction**

The following on-site mitigation measures shall be implemented for the duration of clearing and grubbing, demolition, excavation, concrete and paving activities to control dust:

1. Trucks hauling dirt or other loose materials that exceed the top of the sides of the bed shall be covered.
2. A water truck shall be available as needed to prevent a dust nuisance or as directed by the City's Representative.

This list is not inclusive and Contractor is responsible and liable for controlling dust at all times from all activities in the project area.

### **Measurement and Payment**

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

## **13.0 TEMPORARY SHORING AND EXCAVATION SAFETY**

### **General**

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications and these Special Provisions. Contractor shall comply with Labor Code § 6705 while excavating. For an excavation 5 feet or more in depth, submit shop drawings for a protective system.

### **Construction**

Temporary support shoring, temporary bracing, and protective covers if required, shall be designed and constructed in conformance with the provisions in Section 15-4.01C(2)(b), "Protective Covers," and Section 48 "Temporary Structures," of the Standard Specifications.

Temporary construction excavations and structures shall conform to the regulations of the State of California, Department of Industrial relations, Division of Industrial Safety or other stricter governing regulations. The stability of temporary cut slopes, such as those constructed during the installation of the walls shall be the responsibility of the Contractor. The temporary cut slopes shown on the plans are considered maximum slopes; however, depending upon site conditions the Geotechnical Engineer may allow steeper temporary cut slopes. If the Contractor elects to use temporary shoring, the Contractor shall submit a temporary shoring plan to the City prior to commencing the work. The design submittal shall be prepared by a Civil Engineer registered in the State of California and shall address all aspects of the design, installation, and removal of the shoring system.

### **Measurement and Payment**

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **14.0 CLEARING AND GRUBBING**

##### **General**

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications. Site clearing, grubbing, and stripping should be conducted during dry-weather conditions only, unless approved in advance by the City.

##### **Construction**

Clearing and grubbing shall include, but not be limited to, the removal from the areas of work all weeds, trees, debris, concrete rubble, vegetation including roots and stumps as necessary to accommodate construction operations, or as directed by the City's Representative. In addition, minor clearing of trash and debris may be necessary for within the limits of work.

Vegetation and organic material should be cleared and stripped of the upper few inches containing organic matter. Soil containing more than two percent by weight or organic matter should be considered organic. Actual stripping depth may be determined by the City's Representative in the field at the time of stripping. The strippings shall be removed from the site.

##### **Measurement and Payment**

The lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work as stated herein and shown on the plans including but not limited to removal and disposal of trash, concrete rubble, vegetation, trees, sod, roots, weeds and other debris, pruning of existing vegetation as specified herein and as directed by the City's Representative. Payment for clearing and grubbing shall be paid for as "Clearing and Grubbing."

#### **15.0 DEMOLITION OF EXISTING FACILITIES, REMOVAL OF CONCRETE AND ASPHALT CONCRETE SURFACING, AND REMOVAL OF TRAFFIC STRIPES AND PAVEMENT MARKINGS**

##### **General**

The work performed in connection with various existing facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

##### **Construction**

Prior to removing concrete and asphalt surfacing, all utility covers shall be marked and identified to avoid causing damage to the lid or frame. Contractor will be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed.

If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:200 (Vertical: Horizontal) or flatter to the level of the planed area.

All material removed shall be considered the property of the Contractor and shall be removed and disposed of in accordance all applicable laws at the Contractor's expense.

The material planed or removed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the Contractor shall obtain any required legal permissions from property owner.

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsection 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions.

Existing concrete structures, drainage inlets, pipe culverts, waterlines, signs, posts, striping, markings, pavement markers, and other miscellaneous items where specified on the plans shall be removed and disposed or salvaged, in accordance with the provisions of Section 15 of the Standard Specifications.

All material removed shall be considered the property of the Contractor and shall be removed and disposed of in accordance all applicable laws at the Contractor's expense. Demolished materials shall be disposed of outside the right of way in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the Contractor shall obtain any required legal permissions from property owner. The Contractor shall restore at their expense all landscaping including sod, irrigation lines, miscellaneous concrete and/or other item of work to preconstruction status, in like kind or better, damaged by their operations.

### **Measurement and Payment**

Measurement and payment for demolition of existing facilities shall include furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in removing, disposing and salvaging concrete structures, drainage inlets, pipe culverts, waterlines, water valves, signs, posts, striping, markings, pavement markers, and other miscellaneous items where specified on the plans including necessary sawcut, as shown on the plans, as specified herein and in the Standard Specifications and as directed by the City's Representative. Payment for demolition of existing facilities shall be paid on a unit cost basis as identified in the Bid Schedule and specified below:

- Removal of 4-inch through 12-inch wide traffic stripes will be measured and paid on a linear foot basis for each foot of stripe removed and disposed of. Payment for traffic stripe removal shall be paid for as "Traffic Stripe Removal."
- Pavement marking removal will be measured and paid on a unit basis for each square foot of stripe or marking removed and disposed of. Payment for pavement marking removal shall be paid for as "Pavement Marking Removal."

All other various demolition and removal items will be measured and paid on a lump sum basis. Payment for all other miscellaneous demolition and removal items as described above shall be paid for as "Miscellaneous Demolition and Removal."

## **16.0 COLD PLANE ASPHALT CONCRETE**

### **General**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans and shall conform to the provisions in Section 15 "Existing Facilities."

Cold planing shall include all work necessary to remove existing asphalt to a predetermined depth as indicated on the drawings or these specifications.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements herein.

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes, dust or smoke will be produced.

The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planning operation without leaving the controls.

## **Construction**

Prior to cold planing, on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor will be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered utility covers in case emergency access is required by the agency responsible for operation of the utility system.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the City's Representative. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Pavement to be cold planed may contain existing pavement fabric.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:200 (Vertical: Horizontal) or flatter to the level of the planed area.

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work. In addition to removing the cold planned asphalt concrete, the Contractor shall remove any slurry seal or asphalt concrete which is adhered to the top of the adjacent gutter or cross gutter.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the Contractor shall obtain any required legal permissions from property owner. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the City's Representative.

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsection 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of in accordance with the Standard Specifications and applicable regulations. Before disposing material on non-City property, the Contractor shall obtain any required legal permissions from property owner.

Operations shall be scheduled so that not more than seven (7) calendar days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

## **Measurement and Payment**

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

## **17.0 EARTHWORK**

### **General**

Earthwork shall conform to the provisions in Section 19-2 "Roadway Excavation" and Section 19-6 "Embankment Construction" of Section 19 "Earthwork," of the Standard Specifications and these special provisions. Earthwork activities should be conducted during dry-weather conditions only, unless approved in advance by the City.

### **Materials**

Embankment material shall be from excavations or from local sources on the jobsite. Imported borrow shall comply with Section 19-7 "Borrow Material" of the Standard Specifications.

Imported topsoil (sidewalk backfill) shall consist of fertile, friable soil of loamy character that contains organic matter in amounts natural to the region and be capable of sustaining healthy plant life. Imported topsoil must be free from deleterious substances such as litter, refuse, toxic waste, stones larger than ½ inch in size, coarse sand, heavy or stiff clay, brush, sticks, grasses, roots, weeds, and other substances detrimental to plant, animal, and human health.

### **Construction**

Earthwork consist of all excavation (cut) and embankment (fill) necessary for the grading and construction of curbs, gutters, sidewalks, driveways, curb ramps roads, trails, staging area connections, slope rounding, benching, planters, rain gardens, and ditches regardless of the nature or characteristics of material encountered during construction. Work also includes the removal of existing sub-base and base as well as subgrade preparation.

The upper 6 inches of subgrade shall be scarified and recompact to a minimum of 95 percent relative compaction.

In addition to required testing, the City's Representative may require the Contractor to demonstrate compliance with subgrade requirements by proof rolling (in addition to compaction testing), which shall be conducted with a fully loaded 10 yard dump truck with a minimum rear axle load of 8 tons or equivalent. The subgrade surface should provide a firm and unyielding surface under the load of the dump truck. Unsuitable soils identified during proof rolling shall be removed and replaced in accordance with this section.

Embankment (fill) construction includes:

1. Preparing areas to receive embankment material
2. Placing and compacting embankment material including:
  - a. Suitable material within roadway areas where unsuitable material has been removed
  - b. Material in holes, pits, and other depressions within the roadway and trail areas

All embankment fill material shall be compacted to a minimum of 90 percent of the maximum dry density except for the upper 6" beneath a concrete or asphalt surface. This material shall be compacted to a minimum of 95 percent. Fill should be placed in loose lifts (less than approximately 8-inches-thick) on a prepared subgrade.

Unrestrained cutslopes should be sloped at 2:1 (Horizontal:Vertical) or flatter.

Before disposing of any excess material, the Contractor shall obtain any required legal permissions from property owner.

Curbs (excluding warning curbs), sidewalks, driveways and curb ramps shall be backfilled to within 2 inches of finished walking surface grade. The top 3 inches of backfill material shall be loosely compacted import topsoil. Topsoil shall be hydroseeded per these Special Provisions.

### **Measurement and Payment**

The lump sum price paid shall be considered full compensation for furnishing all labor, materials (including import borrow and import topsoil), tools, equipment, transportation, and incidentals; and for performing placement, compaction, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans. Payment of excavation and embankment shall be paid for as "Earthwork."

## **18.0 REPLACE EXISTING FIRE HYDRANT**

### **General**

This work shall consist of removing existing fire hydrant and installing fire hydrants where called for in the plans and these Special Provisions.

### **Materials**

Fire hydrant and fittings to be provided by City of Fortuna.

### **Construction**

Set hydrants plumb with pumper nozzle facing roadway; set hydrants with centerline of pumper nozzle 18 inches above finished grade and safety flange not more than 3 inches nor less than 2 inches above grade. Construct 3'X3'X6" concrete pad around fire hydrants in accordance with the plans if not placed in new sidewalks areas. Paint hydrants in accordance with local color scheme.

Fire hydrant assembly and pipes shall be disinfected in accordance to AWWA C651.

Place raised blue marker at centerline of road adjacent to hydrants, 6" offset from edge of centerline striping per California Manual of Uniform Traffic Control Devices.

### **Measurement and Payment**

Measurement and payment for replacing existing fire hydrants shall be paid for on a unit basis for each assembly installed, complete and in place. The price paid shall include furnishing all labor, materials (with the exception of the fire hydrant and fittings) and equipment necessary to complete the work, including but not limited to: excavation, bury, thrust blocking, break-off riser, backfill, concrete pad, concrete block, disinfection, testing, raised blue marker, and all other work to provide complete installation. Payment for this work shall be paid for as "Remove Existing and Reinstall New Fire Hydrant."

## **19.0 ADJUST WATER METER BOX AND UTILITY VALVE COVER TO GRADE**

### **General**

This work shall consist of raising or adjusting existing water meter boxes and utility valve covers to the finished grade of the resurfaced asphalt pavement or new concrete and shall conform to the provisions in Section 15 "Existing Facilities" of the Standard Specifications, these Special Provisions, the plans, and as directed by the City's Representative.

### **Materials**

Contractor to provide new water meter or utility boxes and covers if existing box/cover is damaged or cannot be salvaged and reused.

New materials shall be in accordance with local standards:

1. Water Meter Box (with CI Reader):
  - a. In sidewalk areas – Size B16
  - b. In driveway areas – Size B1017 with steel checker plate lid
2. Aggregate Base: Per these Special Provisions

Concrete used to adjust utility covers to grade shall conform to Minor Concrete, of these Special Provisions.

### **Construction**

Unless specifically allowed by the City's Representative, grade rings shall not be used to adjust utility covers.

The Contractor shall properly locate and mark all existing facilities to be raised in advance of paving operation. The Contractor shall adjust all boxes in advance of concrete operations.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items which are visible on the surface and will be covered by their operations. This shall be completed prior to the start of operations and approved by the City's Representative. Any materials that adhere to the frames and covers shall be removed.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the City's Representative before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The surface of the adjusted facilities shall be true to the new pavement or concrete surface to within one-eighth (1/8") inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e., the total aggregate tolerance on both sides shall be limited to the 1/8"-inch variation). This variation shall apply to the adjacent patch paving around the facility as well such that neither the paving nor facility vary by more than the stated tolerances.

All facilities shall be adjusted to finish grade within 48 hours after the placement of the final surface paving. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 48 hours.

### **Measurement and Payment**

Measurement for Adjust Water Meter and Utility Valve Cover to Grade shall be on a unit basis for each unit adjusted. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. Payment for adjust utility covers to grade shall be paid for as "Adjust Existing Water Meter Cover to Grade", "Adjust Valve Cover to Grade" and "Adjust Existing Sanitary Sewer Cleanout to Grade"

## **20.0 STORM DRAIN INLETS, JUNCTION BOXES AND "C" CHANNEL ARCH DRAINS**

### **General**

This work shall consist of furnishing and installing new storm drain inlets, modifications to existing storm drain inlets to junction boxes and new "C" channel arch drains where called for in the plans and these Special Provisions.

### **Materials**

Storm Drain Inlets shall be precast concrete, with minimum 4-inch thick walls, and 6-inch thick bottom or as specified on the plans. Storm Drain Inlets shall conform to the provisions of Section 70 "Miscellaneous Drainage Facilities" and these Special Provisions. Modify Storm Drain Junction Boxes to be cast-in-place where called for in the plans.

Flat grates for Storm Drain Inlets, unless notes otherwise on the plans, shall be galvanized steel, ADA compliant, Bicycle proof, with H-20 loading.

Lids for Junction Boxes and Storm Drain Manholes shall be cast iron manhole frame and cover complying with the requirements of Section 75 of the Standard Specifications.

“C” channel arch drain material shall be per plans.

### **Construction**

Excavation and embankment operations shall comply with the manufacturer’s recommendations and the requirements of Section 19, “Earthwork”, of the Standard Specifications. During any excavation and backfilling operations, the Contractor is specifically directed to “Preservation of Property” of these Special Provisions. The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

### **Measurement and Payment**

Measurement and payment for storm drain inlets, “C” channel arch drains and modifications to existing storm drain inlets and junction boxes shall be paid on a unit cost basis as identified in the Bid Schedule and specified below:

- New storm drain inlets will be measured and paid on a unit basis for each assembly installed, complete and in place. Payment for new storm drain inlets shall be paid for as “Drainage Inlet.”
- New “C” channel arch drains will be measured and paid on a unit basis for each assembly installed, complete and in place. Payment for new “C” channel arch drains shall be paid for as ““C” Channel Arch Drain.”
- Drainage inlet modifications will be measured and paid for on a unit basis for each inlet modified, complete and in place. Payment for inlet modifications shall be paid for as “Drainage Inlet Modification.”

The above contract unit cost shall be considered full compensation for laying out the storm drain inlets, “C” channel arch drains and modifying existing storm drain inlets and junction boxes, measuring and evaluating existing or new pipes to determine the final dimensions and alignment, excavation, subgrade preparation, bedding, backfill, aggregate base, compaction, concrete, connection of piping, frames and grates, and site cleanup. This item covers all labor, materials, tools, equipment, transportation, and incidentals; and other expenses to provide a finished product and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

## **21.0 STORM DRAIN PIPE**

### **General**

This work shall consist of furnishing and installing Storm Drain Pipe called for in the plans and these Special Provisions.

### **Materials**

Corrugated HDPE shall be dual wall, smooth interior wall with annular exterior corrugations and shall conform to the provisions of Section 64, Plastic Pipe of the Standard Specifications. Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Corrugated Metal Pipe and fittings shall conform to the requirements of Section 66, “Corrugated Metal Pipe”, of the Standard Specifications and these Special Provisions. Pipe joint coupling bands shall be provided meeting the requirements specified in section 61, “Culvert and Drainage Pipe Joints” of the Standard Specifications.

Hardware consisting of coupling bands and band fastening devices, such as connecting bolts, rods, lugs, and angles used in conjunction with zinc-coated iron or steel pipe, shall be galvanized by the hot-dip

method. Hardware used in conjunction with aluminum pipe and aluminum or aluminum-zinc alloy-coated iron and steel pipe shall be of the same material as the pipe except that hot-dip galvanized or cadmium-plated fasteners may be used. The surface of all band-fastening devices for pipe specified with bituminous or polymer coating shall be coated with asphalt-mastic material meeting the requirements of ASTM A 849. The coupling band shall be coated similar to that specified for the pipe unless otherwise specified in section 61 of the Standard Specifications.

Coupling bands shall be installed to provide straight alignment of the connecting pipe ends. Unless otherwise specified in section 61 of the Standard Specifications, the bandwidth shall be as specified in ASTM A 760 and A 762. The bands shall be positioned to overlap adjacent pipe ends equally. The coupling bands shall be corrugated to match the corrugations of the pipe section ends being connected.

Marking at plant: Each pipe and fitting shall be marked at the plant. Marking shall include size or diameter and class of pipe or fittings, manufacturer's identification, and date of manufacture, plus other information required for each type of pipe.

### **Construction**

Excavation and backfilling operations shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications and these Special Provisions. During any excavation and backfilling operations, the Contractor is specifically directed to "Preservation of Property" of these Special Provisions. The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

### **Measurement and Payment**

Measurement Storm Drain Pipe item shall be on a per linear foot basis measured along the top of the pipe through fittings. The respective prices paid per linear foot for the different material types and sizes of Storm Drain Pipe shall include furnishing all labor, materials and equipment necessary to complete the work, (including pipe elbows, couplings, inlet and outlet end sections, trench excavation, subgrade preparation, bedding, backfill, aggregate base, compaction, making necessary modifications to existing catch basins, drainage structures, raising and/or lowering existing utility pipes to accommodate the new drainage pipes, and landscaping/open space restoration necessary to install the drainage systems indicated on the plans and specified herein. Payment for storm drain pipe shall be paid for as "Storm Drain Pipe."

## **22.0 AGGREGATE BASE**

### **General**

This work shall consist of furnishing, grading, and compacting aggregate base for new structural pavement section on the prepared surface or sub-grade to the lines, grades, and thickness where called for in the plans and these Special Provisions.

### **Materials**

Aggregate base shall conform to Subsection 26-1.02B, "Class 2 Aggregate Base", of the Standard Specifications. The grading shall be as indicated on the plans, or as directed by the City's Representative.

### **Construction**

Grading shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications, and these Special Provisions. During any grading operations, the Contractor is specifically directed to "Preservation of Property" of these Special Provisions. The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

### **Measurement and Payment**

Measurement and payment for Aggregate Base shall be measured and paid for by the cubic yard furnished and compacted in-place, based on the lines and grades shown on the plans. The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools,

equipment, transportation, and incidentals; and for performing placement, compaction, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

Payment of Aggregate Base shall be paid on a cubic yard basis. Payment for aggregate base within the roadway or trail structural asphalt paving sections shall be paid for as "Class II Aggregate Base" and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

Aggregate base used for drain inlets, junction boxes, trench backfill, base for minor concrete items, and other structures will not be paid directly but will be considered paid under their respective contract items.

## **23.0 MINOR CONCRETE**

### **General**

Minor Concrete shall conform to the provisions of Section 51-7 "Minor Structures", Section 90-2 "Minor Concrete", Section 73 "Concrete Curbs and Sidewalks", Section 52 "Reinforcement", all of the Standard Specifications, and applicable portions of these Special Provisions.

Concrete curbs, gutters, curb ramps, sidewalks, median noses, driveways, and driveway conforms shall conform to Section 73 "Concrete Curbs and Sidewalks" of the Caltrans Standard Specifications.

### **Materials**

Concrete shall be minor concrete conform to the provisions of Section 90-2 of the Standard Specifications and these Special Provisions.

Admixtures shall comply with the provisions of Section 90-1.02E of the Standard Specifications.

Reinforcement steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these Special Provisions.

Class 2 aggregate base shall conform to Section 26-1.02B of the Standards Specifications.

Drilling and bonding of reinforcement into existing concrete shall conform to the provisions in Section 51-1.03E(3), "Drill and Bond Dowels" of the Standard Specifications and these Special Provisions.

Textured (stamped) and colorized concrete shall conform to the provisions of Section 73-4. Stencil pattern and concrete color shall be selected by the owner. Provide product submittal for approval two weeks prior to installation. Stencils shall be made from poly-coated fiberboard. The stencil patterns consist of a mortar joint with the brick cut-out. Color hardener shall be a surface applied, dry-shake color and surface hardener designed to work with texturing tools to produce clear, sharp impressions. Hardener shall be UV resistant, streak-free and non-fading. Hardener sealer shall be an exterior, low-sheen, lacquer based sealer with traction grip. Stencils, hardener and sealer shall be subject to Owner approval.

### **Construction**

The Contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

After the subgrade is prepared, moisture conditioned, and compacted to the relative compaction shown in the plans, the Contractor shall continuously maintain the subgrade in a uniform condition at the moisture content obtained during subgrade compaction until the concrete is placed.

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero.

Concrete facilities shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8" will not be allowed. Concrete placed that results in the ponding of water in excess of 1/8" shall be removed and replaced at Contractors expense. At City's request, Contractor shall provide and apply sufficient water to concrete pavement to determine whether pavement provides adequate surface drainage.

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against damage from traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the City's Representative. Grinding the surface of vandalized concrete will not be considered an approved method of repair.

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury. The concrete shall be allowed to cure for 72 hours prior to placing adjacent asphalt concrete.

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris. Any gaps remaining between the new curbs, gutters, driveways, etc., shall be filled with full depth hot mix asphalt concrete. The total thickness of the restored pavement shall match that of the existing pavement.

Concrete smoothness test may be required at City's sole discretion. Test and correct both high and low points as determined by a straightedge. A 12-foot straightedge shall be used to determine deficiencies parallel to the direction of travel and shall not exceed 3/8 of an inch. A 4-foot straightedge shall be used to determine deficiencies perpendicular to the direction of travel and shall not exceed 1/4 of an inch. The smoothness test results shall be independent of any grade requirements. Acceptance of smoothness test does not necessarily guarantee final acceptance.

Textured (stamped) and colorized concrete shall be installed according to the manufacturers recommendations.

Curbs (excluding warning curbs), sidewalks, driveways and curb ramps shall be backfilled to within 2 inches of finished walking surface grade. The top 3 inches of backfill material shall be loosely compacted import topsoil. Topsoil shall be hydroseeded per these Special Provisions.

### **Measurement and Payment**

Measurement and payment for minor concrete shall be paid on a unit cost basis as identified in the Bid Schedule and specified below:

- Vertical curbs, warning curbs, and curb and gutter will be measured and paid on a lineal foot basis measured along the top or flowline of curb. Payment shall include incidental items

associated with curbs including but, not limited to curb cuts, saw cutting and 12" wide AC edge patch.

- Sidewalks (including retaining curbs) will be measured and paid on the square foot basis.
- Curb ramps (including curb and gutter transitions/drop curbs and retaining curbs), Driveways (including curb and gutter transitions/drop curbs and retaining curbs) and concrete Driveway Conforms (including retaining curbs) will be measured and paid on the square foot basis.
- Stamped concrete and concrete median nose (excluding the curb) will be measured and paid on the square foot basis.
- Concrete stairs will be measured and paid on the square foot basis.

All work shall be performed as shown on the plans and described here. The price paid shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: layout of forms, aggregate base grading and compaction, concrete and concrete placement and finishing, curing of concrete, striping of forms, site and area cleanup, disposal of waste material and waste concrete, and all other work necessary for completion of minor concrete work. No additional compensation will be allowed therefor. Payment for minor concrete shall be paid for under the respective payment items for "Minor Concrete."

## **24.0 HOT MIX ASPHALT**

### **General**

This work includes producing and placing Hot Mix Asphalt (HMA) using the MINOR process, in accordance with Section 39 of the Standard Specifications, these Special Provisions, and the plans. Work to be performed under this Section covers all labor, materials, tools, equipment, transportation and incidentals necessary to construct asphalt concrete pavements. This shall include asphalt concrete overlays, leveling courses, and driveway transitions, as specified on the plans.

### **Material**

All asphalt concrete materials shall be as specified in Section 39, "Hot Mix Asphalt", of the State Standard Specifications; these Special Provisions; and the plans and typical sections.

1/2 inch, Type A asphalt concrete mix (Caltrans approved) shall be used and shall not include crumb rubber unless modified by the City's Representative. Provide Caltrans approved mix design for review by City.

The asphalt binder grade shall be PG 64-16 conforming to Section 92, "Asphalts", of the State Standard Specifications.

Tack coat shall be emulsified asphalt Grade RS-1, SS-1, or SS-1h and shall conform to Section 94, "Asphaltic Emulsions", of the State Standard Specifications.

Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection.

### **Construction**

A minimum 2 days prior to paving operations, the paving foreman shall attend a meeting with the Owner's construction management team to review Contractors planned paving operations, including traffic control.

Prior to paving, Contractor shall mark all existing utility boxes using an approved marker. Spread and compact hot mix asphalt in accordance with Section 39 of the Standard Specifications and these Special Provisions, to the thickness specified on the plans.

Asphalt pavement shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8" will not be allowed. Asphalt pavement placed that results in the ponding of water in excess of 1/8" shall be removed and replaced at Contractor's expense. At City's request, Contractor shall provide and apply sufficient water to pavement to determine whether pavement provides adequate surface drainage.

Provide tack coat to all vertical surfaces (curbs, gutters, construction joints existing pavements, etc.) against which new asphalt concrete paving is placed. Failure to provide tack coat as required may result in a reduction of payment made for Hot Mix Asphalt.

Smoothness may be tested by the City using a 12-foot straightedge, and shall conform to Section 39 of the Standard Specifications and these special provisions.

### **Measurement and Payment**

Hot Mix Asphalt will be measured and paid on the square foot basis. Asphalt concrete will be paid for at the contract price for asphalt concrete furnished and placed per the lines and grades shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete, complete in place, and placement of temporary raised pavement markers, as shown on the plans and as specified in the State Standard Specifications and these Special Provisions, and as directed by the City's Representative and no additional compensation will be allowed therefor. Payment for hot mix asphalt shall be paid for under the respective payment items for "Hot Mix Asphalt."

"Hot Mix Asphalt (0.33' thick, Roadway)" quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

No payment will be made for the correction of deficiencies in construction. No payment will be made for over-run quantities unless pre-approved by City's Representative. The collection and signing of weight tickets shall not either constitute or construe acceptance or approval of over-run quantities.

## **25.0 DETECTABLE WARNING SURFACES**

### **General**

Detectable warning surface shall conform to section 73-1.02B of the Standard Specifications, applicable portions of these Special Provisions, and the requirements established by the Department of General Services, Division of State Architect.

### **Material**

Detectable warning surfaces shall be by Armor-Tile, ADA Solutions, Armorcast Products, or approved equal. The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. Any detectable warning surface equivalent specification will be submitted in writing for approval to the City's Representative. The color of detectable warning surfaces shall be Federal Yellow.

Detectable warning mats shall be used at the full width, to the maximum extent possible using the largest standard size available for each specific location. The contractor shall limit the number of cuts or splices necessary and shall only splice mats as needed to conform to the shape of the curb ramp or crossing. If a mat must be cut and joined, the splice shall be flush, gap-free and shall maintain the dome spacing as specified on the plans.

### **Construction**

Install detectable warning surface in accordance with the manufacturer's written recommendations. Detectable warning surfaces shall be installed at a 1.5% maximum slope, and shall be installed to

maintain or provide positive drainage. The ponding of water in excess of 1/8" will not be allowed. Detectable warning surfaces placed that results in the ponding of water in excess of 1/8" shall be removed and replaced at Contractors expense. At City's request, Contractor shall provide and apply sufficient water to concrete pavement to determine whether installed mat provides adequate surface drainage.

#### **Measurement and Payment**

Measurement of Detectable Warning Surface will be measured on a square foot basis. The contract price paid per square foot for detectable warning surface shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved installing detectable warning surfaces new concrete, complete and in place, as shown on the plans, in accordance with the manufacturer's recommendations, and as directed by the City's Representative. Payment for detectable warning surfaces shall be paid for as "Detectable Warning Surface" and quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

### **26.0 MODIFY CHAIN LINK FENCE**

#### **General**

Modifying and/or relocating chain link fences (including gates) shall conform to the provisions in Section 80-3, "Chain Link Fences," of the Standard Specifications.

#### **Materials**

Chain link fences posts and braces, fittings and all hardware shall be the same or better than that of the existing fence being modified.

If required, new terminal posts shall be 2 3/8" diameter and new line posts shall be 1 5/8" diameter.

#### **Construction**

Modify and/or adjust chain link fences per the provisions in Section 80-3.03 and in accordance to the plans. Provide new posts, braces, fittings, fabric, hardware and other materials as necessary to complete the work.

#### **Measurement and Payment**

Full compensation for "Modify Chain Link Fence" will be measured and paid for at the contract unit price per linear foot, which price shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved in modifying existing chain link fence including coordination, layout, setting grade, concrete fence post footings, posts and braces, fabric, hardware, and all other requirements for a complete installation as shown on the Plans and Standard Plans, and specified in these construction details, and no additional allowances will be made therefor. Payment for fences and gates shall be paid for as "Modify Chain Link Fence."

### **27.0 HANDRAILS**

#### **General**

This work shall consist of furnishing and installing new galvanized steel hand railing where called for in the plans and these Special Provisions.

#### **Materials**

Galvanized steel hand railing materials shall be per details in the plans. All hardware shall be galvanized steel.

#### **Construction**

Install in accordance to the details in the plans and as directed by the Owner's Representative.

### **Measurement and Payment**

Measurement and payment for "Handrailing" shall be made on a unit basis for each handrail installed, complete and in place. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in installing handrailing, complete in place, including, but not limited to layout, installation, hardware and appurtenances, concrete, handrail erection, and site cleanup, as shown on the plans and specified in the Standard Specifications and these Special Provisions.

## **28.0 ROADSIDE SIGNS**

### **General**

This work shall consist of resetting existing roadside signs (panels only) on a new post and furnishing new roadside sign and post as identified on the plans. Roadside signs shall conform to the Provisions in Sections 56-2, "Furnish Sign Panels" and 56-4, "Roadside Signs ", of the Standard Specifications and these Special Provisions.

### **Materials**

All roadside signs shall be mounted on a removable metal post with sleeve and anchor in accordance with the Plans. Posts, sleeves and anchors shall be manufactured from galvanized 12 gauge steel conforming to ASTM A653, G90, structural quality, Grade 50, Class 1. Corner welds shall be zinc coated after scarfing operation.

Sign panels shall conform to Section 56-2 of the Standard Specifications and the California Manual on Uniform Traffic Control Devices, 2014 Edition.

### **Construction**

Excavate holes to dimensions shown on Plans. Cover post bottom and perforation below ground with duct tape, and place posts in the holes. Back fill around post with minor concrete. Dispose of surplus excavation material offsite.

The line between the center of the top of a post and the center of the post at ground level must not deviate from a plumb line by more than 0.02 foot in 10 feet.

Attached sign panels using manufacturers recommended hardware and procedures. Sign panels shall be securely attached with no excessive movement (no wobbling/shaking of sign panels will be permitted).

### **Measurement and Payment**

Roadside Signs shall be measured and paid on a per unit basis for each sign (one or multiple panels) and post system installed complete and in place. The contract price shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installation complete and in place, including but not limited to: excavation, perforated square steel post with sleeve and anchor, installing new or existing sign panel, concrete foundation, disposal of excess excavation material, cleanup and all work as described by the plans and the Standard Specifications, these Special Provisions, and as directed by the City's Representative. Payment for roadside signs shall be paid for as "Roadside Sign, 1-Post" and "Reset Roadside Sign, 1-Post."

## **29.0 ENHANCED PEDESTRIAN CROSSING WARNING SYSTEM**

### **General**

The Contractor shall furnish and install a fully functional, wireless solar powered sign flashing system, complete and in place, consisting of a solar power control unit, solar panels and batteries, an aluminum control unit/service equipment enclosure, LED enhanced push button activation mechanisms, LED rectangular rapid flash beacons, standards and related equipment as necessary for a complete

operational system. The installed system shall be a TAPCO Traffic & Parking Control Co. Inc. "TAPCO System", or approved equivalent, complying with National Electric Code (NEC) Article 300, Chapter 7, Section 725-3 rated as "Low Voltage." The System shall be installed at the location shown on the plans in conformance with the applicable provisions of Section 86, "Electrical Systems" of the Standard Specifications, Standard Plans, these Special Provisions, the manufactures installation manual, as directed by the Engineer, and conform to federal, state or local regulations.

The Contractor may obtain product specifications and installation manual by contacting TAPCO Traffic & Parking Control Co. Inc., 5100 Brown Deer Rd, Brown Deer, WI 53223, 1-800-236-0112 or fax 1-800-444-0331.

Certificates of Compliance shall be furnished for all materials.

#### Patent Allowance

The TAPCO Traffic & Parking Control Co. Inc., crosswalk equipment is a licensed holder of Utility Patent no. 6,943,698 and 6,693,556. All products associated with the system shall be appropriately licensed or Qualified under patent protection.

Vendor agrees to indemnify solicitors procuring agency from Claims involving infringement of patent or copyrights.

#### Manufacturer System Assurance

Upon request, the manufacturer shall provide the purchasing agency with a minimum of three test / evaluation study reports of the manufacturer's product which were conducted by independent agencies. Test/evaluation study reports shall demonstrate the worthiness and effectiveness of manufacturer's system for assurance by purchasing agency.

#### **Material**

The system components shall include the enclosures, wireless transceivers (blinkerBeam Wireless Communication), solar panels with side pole mount, batteries, ADA compliant push button stations, 30" x 30" W11-2 signs and 12" x 24" W16-7p signs (static down pointed arrow signs), mounting pole (height as required) and foundation.

The solar panel unit shall be sufficiently sized to operate all the electronic equipment to operate the enhanced pedestrian crossing warning system. In addition, all necessary components to produce stand-alone power for the system shall be included.

Enclosure Type:	3R vented aluminum cabinet
Solar Panel:	12VDC, 55W minimum rating, with mounting hardware
Battery:	12VDC, 48AH sealed
Mounting:	Surface mounted per plan, with mounting hardware

#### **Construction**

##### Push Button Activation

Push Button activation assembly shall include Amber LED lights with audible confirmation.

Assembly Size:	Height: 12 inches, Width: 5.25 inches
Assembly Color:	Yellow
Faceplate Size:	Height: 7 inches, Width: 5 inches
Faceplate Color:	Yellow Background w/ Black Lettering
Material:	Cast Aluminum
Faceplate Lights:	Amber, Light Emitting Diodes (LED)
Push Button Activation Device:	Powder coated aluminum body, 303 or 316 stainless steel button, ADA Compliant, pressure activated
Mounting:	Pole mounted per local height requirements

#### Excavating and Backfill

All excavated materials from the installation of foundations and other appurtenances shall be removed from the work area as they are generated.

#### Foundations and Concrete Pads

Concrete shall be minor concrete conform to the provisions of Section 90-2 of the Standard Specifications and these Special Provisions.

Concrete shall be produced from commercial quality aggregates and cement and shall contain not less than six sacks of cement per cubic yard and with a minimum 28-day compressive strength of 3000 psi.

#### Conductors

Splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

In addition to the requirements for splices in detector circuits, the open end of cable jackets or tubing shall be sealed in a manner similar to the splicing requirements to prevent the entrance of water.

All conductors between the controller assembly and the service shall be stranded THW polyvinyl chloride coated.

#### Bonding and Grounding

Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding," of the Standard Specifications and these Special Provisions.

#### **Measurement and Payment**

"Enhanced Pedestrian Crossing System" shall be paid for at the contract unit price on a unit basis for each sign and RRFB installed on a single post. The price shall include full compensation for furnishing all labor, materials, tools and equipment to construct the system complete and in place, including but not limited to all excavation and backfill, poles, posts, foundations, conduit/conductors/ wiring, service cabinet, LED rapid rectangular flashing beacons and mounting hardware, solar and electrical components, batteries, wireless transmitters and receivers and pedestrian push buttons, as shown on the plans and as specified herein, and no additional compensation will be allowed. Payment for the enhanced pedestrian crossing system shall be paid for as "Enhanced Pedestrian Crossing System" and will not be paid until the contractor had demonstrated that the system is functioning properly and fully operational.

Compensation for removing and replacing existing improvements including curb and gutter, ramp, and sidewalk in areas not shown as being replaced on the project plans shall be considered as included in the contract lump sum price paid for "Miscellaneous Demolition and Removal," and no additional allowance will be made therefore.

### **30.0 TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS**

#### **General**

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these Special Provisions. Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers

**Material**

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD. Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m lx. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m lx.

Preformed melt down thermoplastic striping and markings will not be allowed.

Glass beads comply with section 84-1.02 of the Standard Specifications.

Red curb paint shall comply with section 84-3.02 of the Standard Specifications.

Raised and reflective pavement markers shall comply with Section 85 of the Standard Specifications. The specific type to be used shall be consistent with the type generally in use within the local jurisdiction unless directed otherwise by the City's Representative.

Channelizers shall be Davidson FG 300 Turnpike Grade Curb System, with FG 300 Model EFX Post, or approved equal. The delineator post and base shall be white.

**Construction**

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and these Special Provisions. Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern. Traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Thermoplastic traffic stripes and pavement markings shall be applied in one (1) coat. Red curb paint shall be applied in two (2) coats. The 1st coat of paint must be dry before applying the 2nd coat.

Install channelizers in accordance to manufacturer's recommendations.

**Measurement and Payment**

Measurement and payment for traffic striping, pavement markings, and curb paint shall be made at the contract unit price as shown in the Bid Schedule and as specified below, and shall be full compensation furnishing all labor, materials and equipment necessary to complete the work, including but not limited to: establishing alignment for stripes and layout work, placement of temporary tabs, preparation of surface, placing traffic striping, pavement markings and curb paint, pavement markers, coordination with the City's Representative, cleanup, and all other work necessary for completion of minor concrete work.

Measurement and payment for Red Curb Paint shall be made on a linear foot basis measured along the top of the curb in which it is applied. Double coats will not be measured individually. Payment for red curb paint shall be paid for as "Red Curb Paint."

Measurement and payment for 4-inch Thermoplastic Traffic Stripe, 6-inch Thermoplastic Traffic Stripe, and 8-inch Thermoplastic Traffic Stripe shall be made on a linear foot basis measured along the center of each individual stripe type including gaps or dashes. Payment for traffic stripes shall be paid for under the respective payment items for "Thermoplastic Traffic Stripe."

"Thermoplastic Traffic Stripe (4-inch, diagonal buffer/gore)" quantities shall be final pay quantities stated in the Bid Schedule. No additional allowance will be made unless the dimensions as shown on the plans are changed by the City's Representative.

Measurement and Payment for Thermoplastic Pavement Markings and Thermoplastic Traffic Stripes greater than 8-inches shall be made on the square foot basis for each marking installed as shown on the plans. Quantities will be determined based on the dimensions shown in the Standard Plans. Payment for traffic stripes greater than 8 inches and pavement markings shall be paid for as “Thermoplastic Pavement Markings.”

Channelizers shall be measured and paid on a per unit basis for each channelizer post and curb base post system installed complete and in place. Payment for channelizers shall be paid for as “Traffic Markers (Channelizers).”

### **31.0 FINAL CLEAN-UP**

#### **General**

Before final inspection of the work, the Contractor shall clean the work and all ground occupied in connection with the work, of all rubbish, excess materials (including liquid asphalt), and equipment. The roads and driveways shall be thoroughly swept clean of all dirt, dust and foreign material. All parts of the work shall be left in neat and presentable condition.

#### **Measurement and Payment**

Payment for clean-up in general, shall be considered as included in the unit bid price for other contract items and no additional payment shall be made.

#### **GHD Inc.**

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