



CITY OF EAST PALO ALTO, CALIFORNIA

**INVITATION FOR BIDS FOR
SIGNAGE & BUS SHELTER IMPROVEMENTS PROJECT**

PUBLIC WORKS PROJECT NO. ST-25

DATE OF AD PUBLICATION

TUESDAY, NOVEMBER 14, 2023

BIDS DUE:

12/5/2023

2:00pm

At the Office of the City Clerk
City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303

Contact Person During Bidding Period:
Batool Zaro, Associate Engineer
(650) 388-8921
bzaro@cityofepa.org

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CITY OF EAST PALO ALTO
I. NOTICE INVITING BIDS

SIGNAGE & BUS SHELTER IMPROVEMENTS PROJECT
City Project No. ST-25

SEALED BIDS will be received by the City of East Palo Alto City Hall, 2415 University Avenue , East Palo Alto, California 94303, 12/5/2023 at which time they will be publicly opened in the City Hall, 2415 University Avenue , East Palo Alto, Ca, via a Zoom call (Meeting ID: 899 2586 2246 Password: 6UYzAP) and read for performing work as follows:

Furnishing all labor, materials, and equipment and performing all work necessary and incidental to the completion of the project known as SIGNAGE & BUS SHELTER IMPROVEMENTS PROJECT (the "Project") consisting of site preparation, concrete work, bus shelter installation, 32 gallon trash can installation, euro bench installation, 6' strap back bench, traffic control and so on according to plans and specifications prepared by the City of East Palo Alto.

Project is to be completed within a total maximum of sixty (60) working days.

Bid documents can be obtained by downloading the set from the City website at www.cityofepa.org under RFP-RFQ-Bids. Questions should be directed to Batool Zaro, Associate Engineer, (650) 388-8921, bzaro@cityofepa.org.

Bid Security in an amount not less than ten percent (10%) of the total bid dollar amount and conforming to the prescribed bidding procedures is required to be submitted with each bid.

Pursuant to the provisions of the California Labor Code Section 6707, if applicable to this job, each bid submitted in response to this Notice Inviting Bids shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City of East Palo Alto to ensure the performance of the contract, the Contractor may, at his or her option, choose to substitute securities meeting the requirements of Section 22300.

To be considered, all bidders shall:

- Be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. The general class or type of work called for under the Contract requires a class "A" license.
- Perform with their own organizations work amounting to at least (25)% of the contract price, except specialty items.
- Have completed a minimum of three (3) projects involving work of similar type and complexity, each project valued at not less than \$1,000,000 in the last five years.
- Meet other mandatory bid requirements set forth in the bid documents.

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II. INSTRUCTIONS TO BIDDER

1. Preparation of Bid – Bid shall be made on Bid Forms inserted in the cover of this Invitation for Bids. The Bid Forms include the documents entitled Bid, Bid Schedule, Subcontractor List, Bidder's Information, Statement of Qualifications, and Non-Collusion Affidavit. Bidder shall enter all requested information in the appropriate spaces on the Bid Forms. No oral, telephone, facsimile or electronic bids will be accepted. All costs of bid preparation shall be borne by the bidder.
2. Mandatory Qualifications – In order for a bid to be considered responsive to this invitation for bids, the minimum experience of the bidder shall be the completion of three (3) projects of similar type and complexity, and value not less than \$1,000,000.00. Documentation of mandatory qualifications shall be made on the document entitled "Bidder's Information" included in the Bid forms.
3. Pre-Bid Conference – N/A
4. Examination of Bid Documents – The Bid Documents consist of this Invitation for Bids, each and every document listed in the Table of Contents of the invitation, any documents referenced in the specifications, and any addenda which may have been issued. Bidder shall thoroughly examine and be familiar with all Bid Documents, including legal and procedural aspects. Submission of a bid shall constitute bidder's acknowledgment upon which the City may rely that bidder has thoroughly examined and is familiar with the Bid Documents. Failure or neglect of bidder to receive or examine all or part of the Bid Documents shall in no way relieve the bidder from any obligations with respect to this bid invitation or any resultant contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the Bid Documents.
5. Inspection of Site – Bidder must examine and judge for itself the location of the proposed work and the nature and extent of the work to be done. The technical specifications, including drawings, plans, maps, diagrams and/or other graphic representations of the project, show conditions as they are supposed or believed by City to exist at the site, but the conditions shown do not constitute a representation by City that they actually exist. Utilities (underground or above-ground), buildings, structures and other improvements may be within or adjacent to the project site. These may or may not be included in the project's technical specifications. Bidder is required to inspect the project location to satisfy itself, by examination or other appropriate means, of the actual conditions at the site.

Submission of a bid shall constitute a representation by bidder that it has visited and examined the project site and is relying on its own examination and knowledge of the site in making its bid, and not on any representation by City. No claim for additional compensation shall be allowed that is based upon a failure to examine, or lack of knowledge of, the work site.
6. Interpretation of Bid Documents and Addenda – Should a bidder discover conflicts or ambiguity in the bid documents that require a decision or explanation, bidder may request an interpretation. Such a request shall be made in writing and delivered to the person identified on the cover page of this bid invitation no later than five (5) working days before the deadline for receipt of bids. Every interpretation made to bidders will be in the form of an Addendum issued by the City. Addenda, if issued, will be sent as promptly as possible to all parties that have been issued bid documents. All such Addenda will become part of the bid documents and shall be binding in the same way as if originally written in the bid documents. Only properly issued addenda shall be binding upon City, any oral and/or other form of interpretation or clarification will have no legal or contractual effect. Bidders shall acknowledge the receipt of Addenda on the Bid Forms.
7. Bid Security – Bidder shall submit bid security with the bid in an amount equal to at least ten percent (10%) of the total bid amount (Base Bid plus Alternates, if any) and in the form of a certified check, cashier's check or surety bond issued by an admitted surety insurer authorized to conduct business in the State of California. *The total amount of the successful bidder's bid security shall be forfeited*

to the City if the bidder fails to execute the contract and furnish bonds and insurance as required by the bid documents within ten (10) calendar days after being notified in writing by City that the contract award has been made.

8. Bonds and Insurance – The successful bidder shall furnish performance and payment (labor and materials) bonds, each in an amount equal to one hundred percent (100%) of the total contract price (Base Bid plus Alternates, if any) and issued by an admitted surety insurer authorized to operate in the State of California. The only bonds acceptable to the City shall be those included with the bid documents. The successful bidder shall also maintain throughout performance of the work the insurance coverage specified in the bid documents.
9. Employment of Apprentices – The provisions of Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices are applicable during the performance of the work described in the bid documents.
10. Wage Rates – Pursuant to Sections 1770, 1771 and 1774 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the State of California Department of Industrial Relations. Copies of such prevailing wage rates are available for review at the City. Wage rates can also be obtained through the California Department of Industrial Relations website at:
<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Bidders shall promptly notify the person identified on the cover page of this bid invitation, in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents.

The successful bidder/contractor, and each subcontractor shall keep accurate payroll records, and comply in all respects with Labor Code section 1776, including the timely response to written notices requiring copies of such records, as provided for in such section. In the event the contractor or subcontractor fails to comply within the ten day period, that contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, as provided by Labor Code section 1776(h).

11. Contractor Registration with the State of California – In order to be considered for contract award, Contractor and any Subcontractors must be registered with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program. Contractors shall list all applicable DIR registration numbers on the Bid Form.
12. Utilization of Local Workforce in Construction Projects – When possible, it is encouraged that the contractor shall utilize local workforces, including State-certified apprentices, as a means of supporting economic opportunities for all members of the community.
13. Sheeting, Shoring and Bracing (As Applicable) – In accordance with the provisions of Section 6707 of the California Labor Code, when bidding on a project that calls for trenches or open excavations, bidder shall specify on the Bid Forms that the item price for such work includes adequate sheeting, shoring and bracing, or equivalent method, to protect its employees and others from injury to life or limb, in conformance with applicable California Construction Safety Orders. This section shall not be construed to impose tort liability on the City or any of its employees or agents.
14. Subcontractors – Bidder shall complete the “List of Subcontractors” included in the Bid Forms. Bidder shall include all requested information for each subcontractor who will perform work or render service to the bidder during the performance of the work described in the bid documents and any subcontractor licensed by the State who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvements described in the bid documents. Bidder shall complete the List in each instance where the amount of the subcontractor’s work is in excess of one-half of one percent (.5%) of the bidder’s total bid, or, in the case of bids or offers for

the construction of streets or highways, including bridges, in excess of one-half of one percent (.5%) of the total bid or ten thousand dollars (\$10,000), whichever is greater.

The apparent successful bidder will be required to establish, to the City's satisfaction, the responsibility and reliability of the subcontractors it has listed. Prior to the award of the contract, the Purchasing Officer will notify the apparent successful bidder, in writing, if City, after due investigation, has a reasonable objection to any proposed subcontractor. If, after notification of such objection, bidder is unable to address City's concern with the subcontractor, City shall give bidder the opportunity to submit an acceptable substitute. In the event bidder is unable to provide such a substitute, its bid will be deemed non-responsive.

A bidder whose bid is accepted may not substitute a different subcontractor in place of the subcontractor listed in the original bid, except with the prior written consent of the City and in accordance with the procedures set forth in Section 4107 of the Public Contract Code.

15. Bidders Interested in More Than One Bid – A bidder submitting a bid as a prime contractor may submit only one bid as a prime contractor and may not also submit one or more bids as a subcontractor to competing prime contractors. Failure to comply with this requirement will result in the rejection of all bids from the non-complying bidder. A bidder who is not submitting a bid as a prime contractor may submit any number of bids as a subcontractor to competing prime contractors.
16. Bid Price – Bid price shall include all costs for:
- a. Furnishing all tools, equipment, materials, apparatus, facilities, labor, transportation, supervision and management necessary to perform the work described in the bid documents;
 - b. Providing the necessary safety precautions for the protection of the public, such as barricades and warning signs;
 - c. Cleanup activities to restore the work site to a satisfactory condition;
 - d. Federal, state and local taxes; and
 - e. All permits and licenses required to perform the work described in the bid documents.

Any items shown in the specifications, contract drawings, or any part of the contract documents, and not specifically listed in the bid price are to be considered included; and no additional or special compensation will be allowed.

17. Submission of Bid – Bidder shall submit the completed Bid Forms and the required bid security no later than the time and date set for receiving bids as stated in the Notice Inviting Bids or any modifying Addenda. Bid shall be delivered in a sealed envelope *clearly marked with the applicable bid number* addressed to:
- City of East Palo Alto
Office of the City Clerk
2415 University Avenue
East Palo Alto, CA 94303

18. Modification or Withdrawal of Bids
- a. Before Date and Time for Receipt of Bids - Bids that contain mistakes discovered by a bidder before the date and time for receipt of bids may be modified or withdrawn by written notice to City's Purchasing Officer received prior to the deadline. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original bid.
 - b. After Date and Time for Receipt of Bids - A bidder may not change its bid after the date and time set for receipt of bids except that the bidder may seek the City's consent to the substitution of a subcontractor where the bidder can demonstrate, under the provisions of state law, that the name of the substituted subcontractor was listed as the result of an inadvertent clerical error. A bidder alleging a mistake in a bid may be permitted to withdraw

its bid in conformance with state law (see Public Contract Code Sections 5101, 5103 and 5105).

19. Postponement of Opening; Extensions – The City reserves the right to postpone the date and time for receipt of bids at any time prior to the date and time announced in the Notice Inviting Bids. The date and time shall be extended by at least 72 hours in the event the City issues any material changes, additions or deletions to the bid documents within 72 hours prior to the bid closing.
20. Late Bids – Bidder shall be responsible for the timely delivery of bid. Bids received after the deadline for receipt of bids shall not be accepted and shall be returned to bidder unopened unless necessary for identification purposes.
21. Public Opening of Bids – Each bid, irrespective of any defects or irregularities, that has been received by the deadline for receipt of bids, except those that have been properly withdrawn, will be publicly opened by a representative of the Purchasing Division at the date and time announced for such opening. If one or more members of the public are present, the name and address of each bidder, the total amount of each bid, and the nature and amount of the bid security furnished with each bid will be read aloud at or shortly following the deadline for receipt of bids.
22. Bid to Remain Open – The bidder shall guarantee its bid for a period of ninety (90) calendar days from the date of bid opening.
23. Bid Evaluation – City's Purchasing Officer will evaluate all bids received to determine if the bidder is responsive and responsible. A Bidder will be deemed to be responsive if it has submitted a bid that conforms in all material respects to the requirements of the bid documents and demonstrates compliance with the mandatory experience as described in Section 2. A Bidder will be deemed to be responsible if the Bidder:
 - a. Has the ability, capacity, experience and skill to perform the work in accordance with the bid specifications;
 - b. Has the ability to perform the work promptly or within the time specified, without delay;
 - c. Has equipment, facilities and resources of such capacity and location to enable it to perform the work;
 - d. Has a record of satisfactory or better performance under prior contracts with the City or others; and
 - e. Has complied with laws, regulations, guidelines and orders governing prior or existing contracts.
24. Mandatory Post Bid-opening Information – In order to assist in the bid evaluation, the apparent low bidder will be required to complete and submit the form entitled "Statement of Qualifications" included in the Bid forms within two working days of notification by City that it is the apparent low bidder. Notice may be given orally, by telephone, or by facsimile sent to the number supplied by bidder. Failure to submit the Statement of Qualifications by 5:00 p.m. of the second day may result in the bid being deemed non-responsive, and the City will then determine the next apparent low bidder.
25. Discrepancies in Bid Forms – The City may waive minor defects of irregularities in any bid, provided that the discrepancy does not materially affect the bid amount or give the bidder an advantage over others. For instance, if there are unit price bid items in a bid schedule, and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity listed, the unit price shall govern. Likewise, if there is more than one bid item in a bid schedule, and the total of the schedule does not equal the sum of the bid items, the individual amounts of the bid items shall govern. If there is a difference between the bid price entered in words and the bid price entered in figures for the same quotation, the price in words shall prevail.

The City may make any investigations deemed necessary to determine if a bidder is responsive and responsible.

26. Rejection of Bids – The City reserves the right to reject any and all bids; and further reserves the right to reject any bids that are found to be non-responsive or submitted by a bidder that is not responsible.
27. Tie Bids – In the event that an identical price is received from two or more responsive and responsible bidders, the City may re-advertise for bids or the successful bidder may be determined by the casting of lots with the tie bidders in public at a date and time set by City's Purchasing Officer.
28. East Palo Alto Business License – The successful bidder must either possess a current, valid East Palo Alto business license or must have submitted a East Palo Alto business license application and fee at the time of contract execution.
29. Contract Award – Contract award will be made to the lowest responsive and responsible bidder. In the event that bids are required on a Base Bid and Additive Alternates, contract award will be based solely on the Base Bid. The acceptance of a bid will be evidenced by a written Notice of Award delivered to the successful bidder.
30. Bid Protest – The City will issue a Notice of Intent to Award prior to the actual award. Any Bid protest must be submitted in writing to the Purchasing Division, City Hall Annex, 2415 University Avenue , East Palo Alto, California 94303, before 5:00 p.m. of the fifth (5th) calendar day following posting of a Notice of Intent to Award for Construction in the Lobby of the City Hall Annex. City will use reasonable efforts to deliver by electronic means a copy of the Notice of Intent to Award to all Bidders who submitted Bids and provided an email address or other forms of electronic communication no later than the working day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above. The following conditions will apply to all protests.
- a. The initial protest document must contain a complete statement of the basis for the protest;
 - b. The protest must refer to the specific portion of the document that forms the basis for the protest;
 - c. The protest must include the name, address and telephone number of the person representing the protesting party. If a fax number is available, it should also be included;
 - d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

31. Post-Notice of Award Requirements
- a. Within ten (10) calendar days of Notice of Award, the successful bidder shall submit to the person identified on the cover of this bid invitation the following:
 1. The General Construction Contract executed in duplicate by the successful bidder;
 2. Performance and Payment Bonds;
 3. Guaranty
 3. Evidence of the required insurance coverage;

4. A East Palo Alto business license tax and fee if bidder does not already possess such license; and
 5. A completed Internal Revenue Service Form W-9.
 - b. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles City to rescind its award, and to cause Bidder's Bid Security to be forfeited as provided in paragraph 32.
 - c. City may elect in its sole discretion to extend the time to receive any of the documents listed herein.
32. Failure to Execute and Deliver Documents – If Bidder to whom Notice of Award is issued shall, for 10 days after such award, fail or neglect to execute and deliver all required contract documents, bonds, insurance certificates and other documents, City may, in its sole discretion, deposit Bidder's surety bond, cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to perform. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all documents would be extremely difficult and impractical, and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages. City may then turn to the next Apparent Low Bidder and proceed as if this Apparent Low Bidder were the original Apparent Low Bidder.

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III. BID FORMS

SIGNAGE & BUS SHELTER IMPROVEMENTS PROJECT

Project No. ST-25

Bid To: City of East Palo Alto, City Clerks office
2415 University Avenue
East Palo Alto, CA 94303

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in these Contract Documents entitled: SIGNAGE & BUS SHELTER IMPROVEMENTS PROJECT, Project ST-25.

Bidder accepts all the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security. Attached hereto is a cashier's check, certified check or bid bond in the amount of \$_____ as required in the Notice Inviting Bids.

This bid will remain open for the period stated in the Instructions to Bidders. Bidder will enter into an Agreement within the time and in the manner required in the Information to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of which is hereby acknowledged):

Number _____	Number _____
Number _____	Number _____
Number _____	Number _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

In conformance with current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirm the following as its certification:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this contract.

Bidder agrees to complete the Work required under the Contract Documents (including all Bid Schedules, Subcontractor List, Bidder's General Information, and Non-Collusion Affidavit contained in these Bid Forms) within the Contract Time specified, and to accept in full payment the Contract Price based on the Lump Sum or Unit Bid Price(s) listed in the Bid Schedule(s).

Dated: _____ Bidder: _____

By: _____
(Print Name)

By: _____
(Signature)

Title: _____

BID SCHEDULE

Notes:

1. The Contract will be awarded on the basis of Total Base Bid amount only.
2. The Addition of Additive Alternate Bid items does not change the basis by which the project will be awarded.
3. The bidder must complete the Alternate Bid in full for the bid to be considered.

BASE BID

Item Number	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Stormwater Pollution Prevention	1	LS		
4	Erosion Control Installation	1	LS		
5	Remove Concrete	1650	SF		
6	Remove Curb and Gutter	80	LF		
7	Remove and Dispose Ex. Bus Shelter	8	EA		
8	Remove & Replace Bus Stop Sign	8	EA		
9	Shuttle Stop Sign on Shelter	8	EA		
10	New Tolar Bus Shelter	8	EA		
11	Trash Can 32 Gallon Exp. Metal	8	EA		
12	Euro Bench (Tolar)	9	EA		
13	Bench - 6' Strap Back W/O Vagrant (Tolar)	9	EA		
14	Curb Ramp	2	EA		
15	Concrete Curb and Gutter	66	LF		
16	Concrete Sidewalks Type D-3	600	SF		
17	Concrete Driveway Type D-1	135	SF		
18	PCC Bus Shelter Pad &	750	SF		
TOTAL					

TOTAL BASE BID IN WORDS: _____

ALTERNATIVE BID: MISCELLANEOUS CONCRETE IMPROVEMENT UNIT COSTS

Item Number	Item Description	Unit	Unit Cost
19	Concrete Curb and Gutter	LF	
20	Concrete Sidewalks Type D-3	SF	
21	Concrete Driveway Type D-1	SF	
22	Curb Ramp	EA	
23	High Visibility Crosswalks	EA	

SUBCONTRACTOR LIST
(Public Contract Code 4100 et seq.)

Name of Subcontractor	Address of Subcontractor and License Number <small>(PWC Registration Numbers shall be included in Part E under the 'Statement of Qualifications')</small>	Work to Be Performed	Value of Work to Be Performed by Subcontractor (\$)
1.	(License No.).....		
2.	(License No.).....		
3.	(License No.).....		
4.	(License No.).....		
5.	(License No.).....		
6.			

	(License No.).....		
7.	(License No.).....		
8.	(License No.).....		
9.	(License No.).....		
10.	(License No.).....		

Bidder: _____

By: (signature or initials) _____

BIDDER'S INFORMATION

The Bidder shall furnish the following information. Additional sheets shall be attached as required.

1. BIDDER'S name and street address:

Name: _____

Address: _____

2. BIDDER'S telephone No.: () _____ Fax No.: () _____

BIDDER's E-mail Address: _____

3. BIDDER'S East Palo Alto Business License No.: _____ BIDDER'S Tax ID No.: _____

4. TYPE OF BUSINESS

If you are an individual or partnership, so state. If you are a partnership, list the names of all general partners composing the partnership. If a corporation, list the names of president, secretary, treasurer, and manager.

Individual _____

Name(s): _____

Partnership _____

Corporation _____

Names of Corporate Officers

State of Incorporation _____

President _____

Secretary _____

Treasurer _____

Manager _____

Joint Venture _____

Other _____

(Describe)

5. CONTRACTOR'S license: Primary Classification _____

State License No.: _____ Expiration Date: ____ / ____ / ____

Supplemental license classifications: _____

6. NAME of person who inspected the site of the proposed Work for the Bidder:

Name: _____ Date of inspection: _____

7. BIDDER'S EXPERIENCE

1. Bidder has been doing business under its present name for _____ years.

2. Bidder has experience in work comparable in type and complexity with that required under the proposed contract for _____ years as a General Contractor.

Bidder shall sign under penalty of perjury that all the information provided in this information sheet is true and correct.

Signature

Title

STATEMENT OF QUALIFICATIONS

Apparent low bidder shall complete this entire Statement of Qualifications questionnaire and submit it to City upon notification, in accordance with paragraph 23, Instruction to Bidders. Failure to complete the questionnaire or inclusion of any false statement is grounds for immediate disqualification. The City reserves the right to waive minor irregularities, inconsequential deviations and to make all final determinations. The City will evaluate the information contained in each applicant's questionnaire and responses received in reference checks. The sole and discretionary judgment of the City will determine if the Contractor is deemed qualified.

CONTACT INFORMATION

Company Name: _____

Form of Company: _____ Sole Proprietor _____ Partnership _____ Non-Profit 501 C3
_____ Corporation _____ other (please attach explanation)

Owner of Company: _____

Contact Person: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Federal Tax I.D. No. _____

PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

- 1. Contractor possesses a valid and current California Contractor's "C39" license for the work proposed. Yes ___ No ___
- 2. Contractor has a minimum of \$1,000,000.00 liability insurance coverage. Yes ___ No ___
- 3. Contractor's license has been revoked at any time in the last five (5) years. Yes ___ No ___
- 4. Contractor has been "default terminated" by an owner (not for Yes ___ No ___

convenience), or a Surety has completed a contract for Contractor within the last five (5) years.

- 5. Contractor has been cited more than twice for failure to pay prevailing wages in the last five (5) years. Yes ___ No ___

Contractor will be immediately disqualified if any answer to questions 1 or 2 is No.
 Contractor will be immediately disqualified if any answer to question 3 is Yes.
 Contractor may be immediately disqualified if the answer to questions 4 or 5 is Yes. At a minimum to avoid such disqualification, Contractor must include with this Questionnaire a full description of the applicable circumstance and sufficient information to permit City to evaluate Contractor's overall qualifications to perform the work. City retains sole discretion to disqualify any Contractor who answers yes to either question 4 or 5.

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

SAFETY

- 1. Has CAL OSHA, Federal OSHA, the EPA or any Air Quality Management District cited your firm in the past five (5) years? Yes ___ No ___ If yes, attach description of each citation.
- 2. How often do you require documented safety meetings be held for:

Field Supervisor	Weekly ___	Bi-weekly ___	Monthly ___	Less than monthly ___
Employees	Weekly ___	Bi-weekly ___	Monthly ___	Less than monthly ___
New Hires	Weekly ___	Bi-weekly ___	Monthly ___	Less than monthly ___
Subcontractors	Weekly ___	Bi-weekly ___	Monthly ___	Less than monthly ___
- 3. How often do you conduct documented safety inspections?
 Quarterly ___ Semi-annually ___ Annually ___
- 4. Do you have home office safety representatives who visit/audit the job site?
 Quarterly ___ Semi-annually ___ Annually ___

PREVAILING WAGE PROVISIONS

- 5. Has your firm been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each fine/penalty. Yes ___ No ___

(License Provisions)

6. Has your company changed names or license numbers in the past 10 years? If so, please state reason for change. Yes _____ No _____ Reason _____

(Disputes)

7. Has your firm had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past five (5) years? If yes, attach description of each such instance including details of total claim amount, settlement amount, and owner's name and phone number.

Yes _____ No _____

PART C: EXPERIENCE

The unique nature of this project requires prior similar project experience of the firm. Summarize your similar project experience below and provide the detailed project information requested:

General Contractor - List at least three (3) projects of similar size and scope with a construction cost not less than \$1,000,000 completed in the past (3) years.

Project name	Const. Cost (\$)	Date completed (year)	Name, address and telephone number of owners representative

Most Recently Completed Project.

In order to be considered responsive, Contractor must provide information about its most recently completed project. Names and references must be current and verifiable. If a separate sheet is used, it must contain all of the following information:

- Project Name: _____
 Location: _____
 Owner: _____
 Owner Contact (name and phone number): _____
 Architect: _____
 Architect Contact (name and phone number): _____
 Const. Mgr. or Project Mgr. (name and phone number): _____
 Description of Project, Scope of Work Performed: _____

Value of Construction Contract: _____
 Value of Change Orders: _____
 Original Scheduled Date of Completion: _____
 Time Extensions Granted (number of days): _____
 Actual Date of Completion: _____
 Number of Stop Notices filed by subcontractors or suppliers: _____

PART D: FINANCIAL AND OTHER INFORMATION

1. Has your firm ever reorganized under the protection of the bankruptcy laws? Yes ____ No ____
2. Have you ever had insurance terminated by a carrier? Yes ____ No ____
 If yes, explain on separate signed sheet.

Contractor shall sign under penalty of perjury that all the information provided in this questionnaire is true and correct. Contractor's signature authorizes the City and its agents and representatives, to obtain a credit report and/or verify any of the above information

 Signature

 Title

PART E: CONTRACTOR REGISTRATION WITH STATE OF CALIFORNIA

Please list your Public Works Contractor (PWC) Registration number(s) and Email Addresses:

		Name	PWC Registration Number	Email Address (Please Print)
1.	General Contractor			
2.	Subcontractors			

NON-COLLUSION AFFIDAVIT

State of California)
)
County of _____)

I, _____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, an undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder

By (Signature)

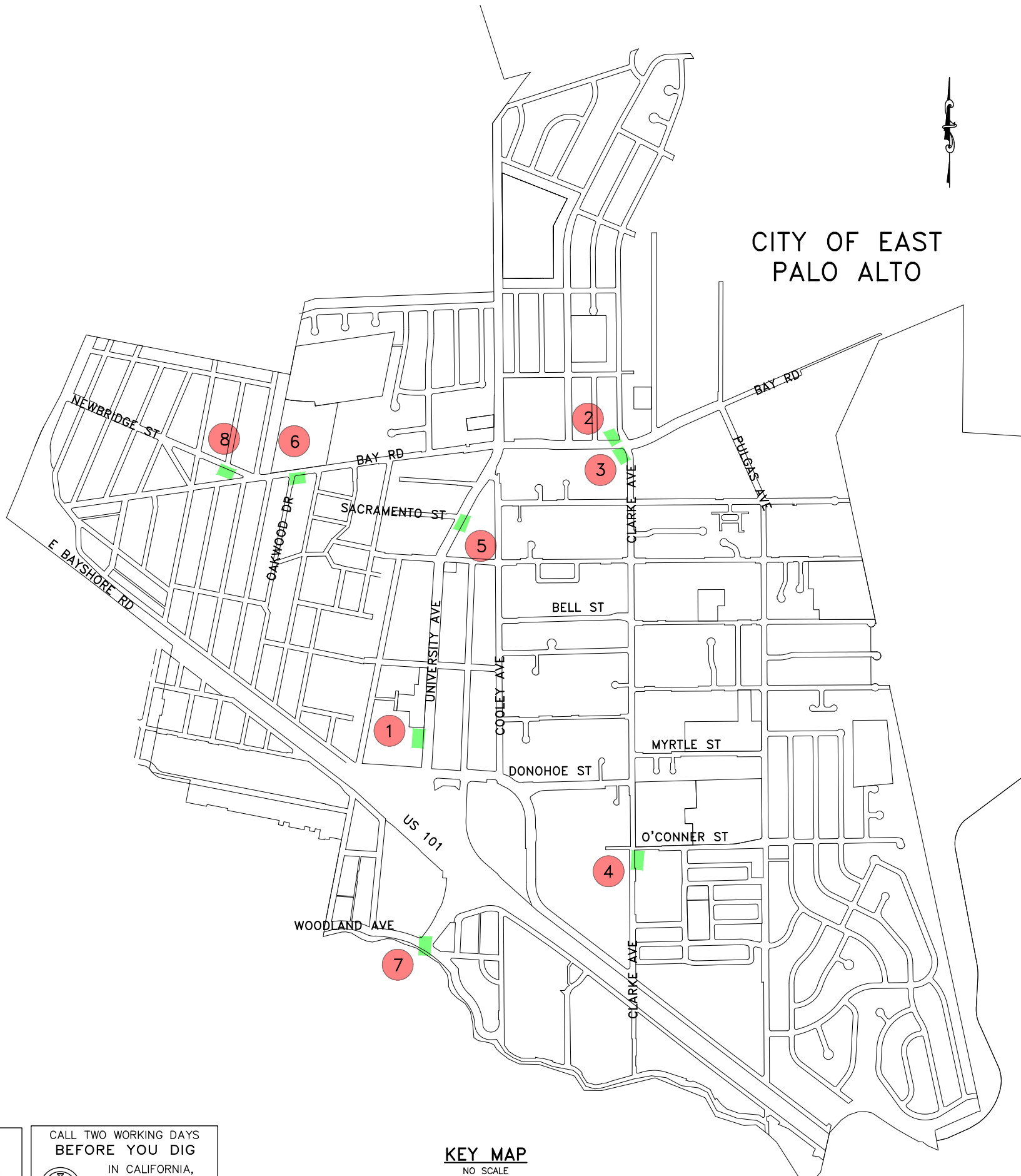
Title: _____

Date: _____

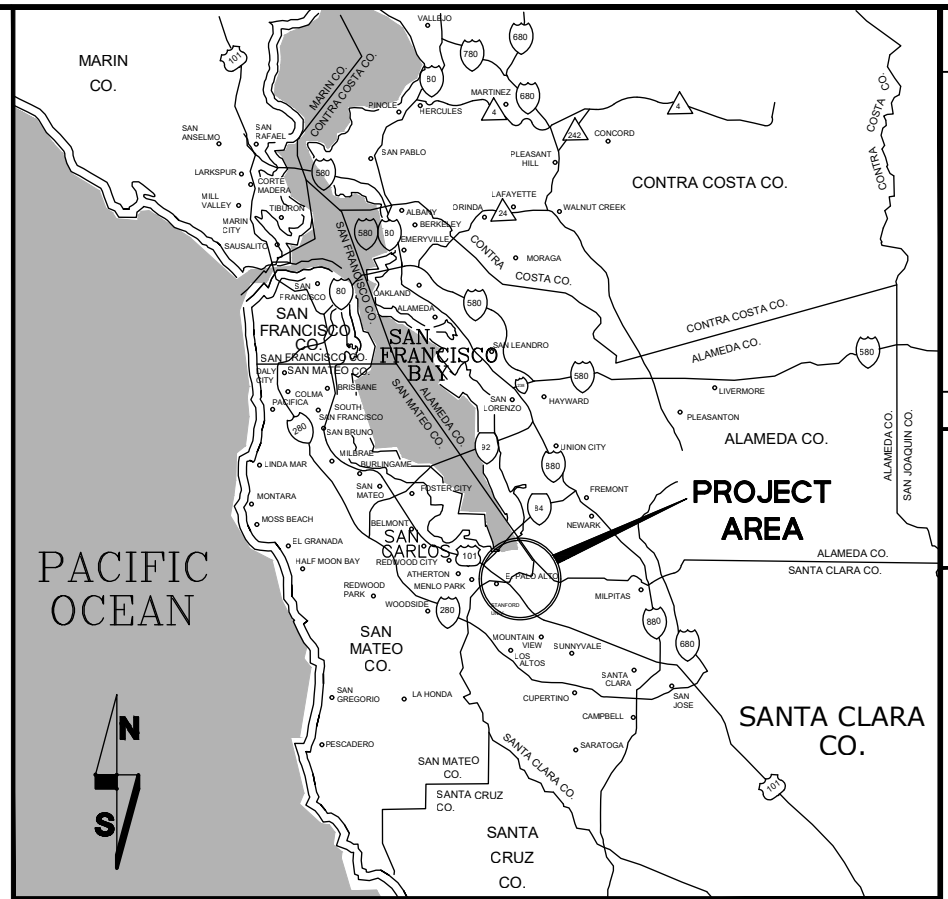
Seal and Notary Acknowledgement
subscribed and sworn to me this
_____ of _____, _____

ATTACHMENT A – PLANS & SPECS

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KEY MAP
NO SCALE



VICINITY MAP
NOT TO SCALE

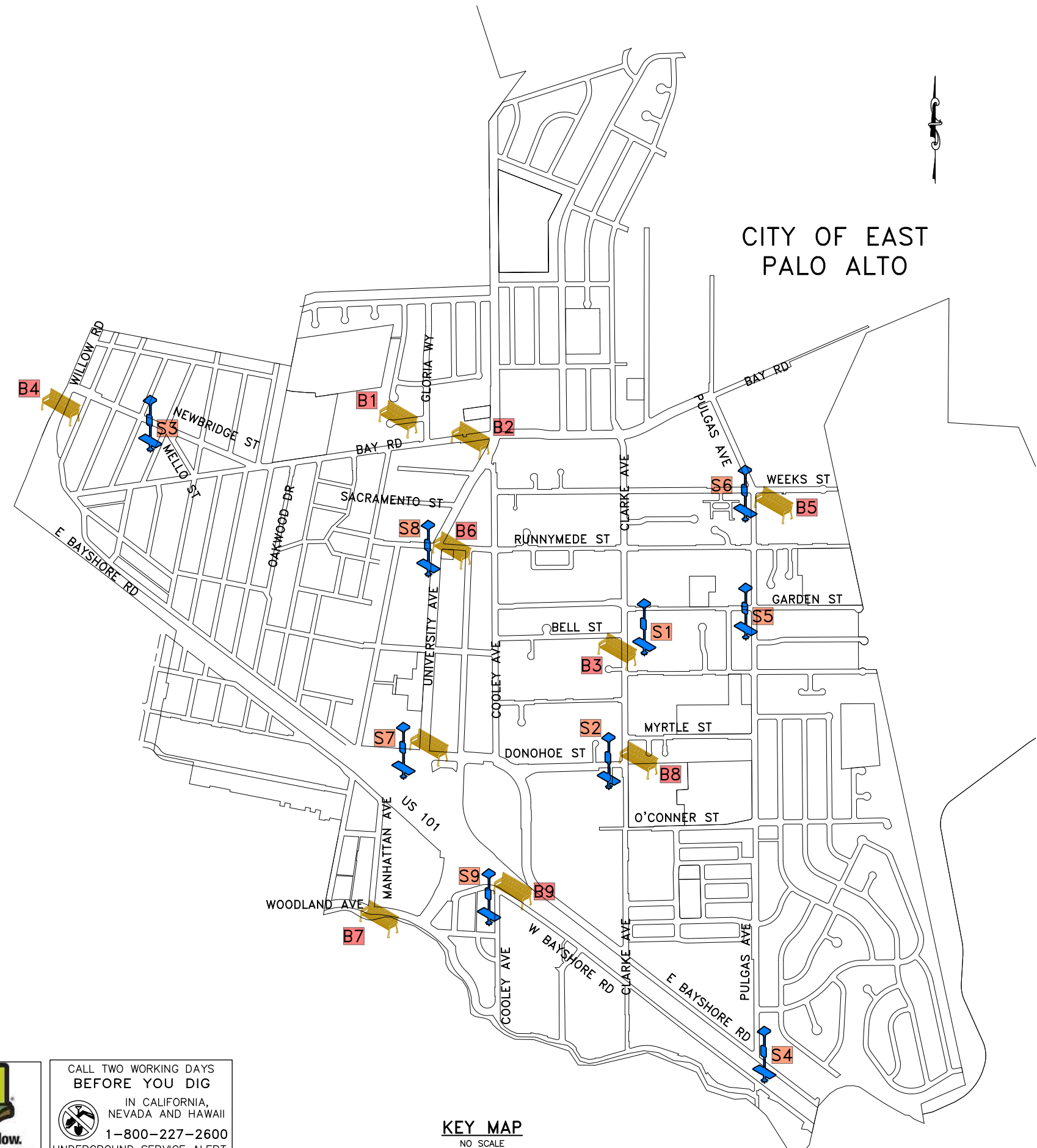
LOCATION	DESCRIPTION - BUS SHELTER
1	2111 UNIVERSITY AVE
2	NW OF BAY ROAD AND CLARKE AVE
3	SW OF BAY ROAD AND CLARKE AVE
4	CLARKE AVE AND O'CONNER ST
5	UNIVERSITY AVE AND SACRAMENTO ST
6	BAY ROAD AND OAKWOOD DR
7	UNIVERSITY AVE AND WOODLAND AVE
8	BAY ROAD AND NEWBRIDGE ST

CALL TWO WORKING DAYS BEFORE YOU DIG
IN CALIFORNIA, NEVADA AND HAWAII
1-800-227-2600
UNDERGROUND SERVICE ALERT

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES





NO.	REVISIONS	DATE
DESIGNED BY:	BZ	
DRAWN BY:	BZ	
PREPARED BY:	THE CITY OF EAST PALO ALTO	
TITLE:	EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT	
	CITY OF EAST PALO ALTO, CALIFORNIA	
	KEYMAP SHEET	
SHEET 1	of 14	
DATE:	11/09/2023	
JOB NO.:	XXX-XX-XX	

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CITY OF EAST PALO ALTO

LEGEND:

ITEM	DESCRIPTION
	SIGN BENCH – EURO BENCH W/PERF (UNI MOUNT) SEE DETAIL 3 ON SHEET 12
	BENCH – 6' STRAP BACK W/NO VAGRANT, SEE DETAIL 4 ON SHEET 13
	SEAT BENCH NUMBER
	STANDALONE BENCH NUMBER

SIGN BENCH	STOP ID No.	LOCATION
S1	363014	CLARKE AVE AND BELL ST
S2	363022	CLARKE AVE AND DONOHOE ST
S3	363040	NEWBRIDGE ST AND MELLO ST
S4	363049	PULGAS AVE AND EAST BAYSHORE RD
S5	363611	PULGAS AVE AND GARDEN ST
S6	363607	PULGAS AVE AND WEEKS ST
S7	363060	UNIVERSITY AVE AND DONOHOE ST
S8	363066	UNIVERSITY AVE AND RUNNYMEDE ST
S9	363007	W BAYSHORE RD AND COOLEY AVE

BENCH	STOP ID No.	LOCATION
B1	363002	BAY RD AND GLORIA WAY
B2	363001	BAY RD AND UNIVERSITY AVE--FORDAM ST
B3	363013	CLARKE AVE AND BELL ST
B4	363043	NEWBRIDGE ST AND WILLOW RD
B5	363004	PULGAS AVE AND WEEKS ST
B6	363065	UNIVERSITY AVE AND RUNNYMEDE ST
B7	363610	WOODLAND AVE AND MANHATTAN AVE
B8	363021	DONOHOE ST AND CLARKE AVE




CALL TWO WORKING DAYS BEFORE YOU DIG
IN CALIFORNIA, NEVADA AND HAWAII
1-800-227-2600
UNDERGROUND SERVICE ALERT

KEY MAP
NO SCALE

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

Plotted on: 11/07/23 @ 01:34:26 PM

DESIGNED BY: BZ	REVISIONS	DATE
DRAWN BY: BZ		
PREPARED BY: THE CITY OF EAST PALO ALTO 1960 TATE ST. EAST PALO ALTO, CA 94303 PHONE (650)853-3100		
TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT CITY OF EAST PALO ALTO, CALIFORNIA STANDALONE BENCH & SIGN BENCH KEY MAP		
SHEET 2 of 14		
DATE: 11/09/2023 JOB NO.: XXX-XX-XX		
		

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I. GENERAL NOTES

- 1. ALL REFERENCES TO "COUNTY" IN THESE PLANS SHALL MEAN THE COUNTY OF SAN MATEO.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COUNTY OF SAN MATEO STANDARD DRAWINGS AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND STANDARD PLANS DATED 2018, WHICH ARE HEREBY INCORPORATED INTO THESE PLANS.
3. THE CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY, AND CITY LAWS AND ORDINANCES, REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A., AND COMMISSION ON HEALTH AND SAFETY AND WORKER'S COMPENSATION RELATING TO SAFETY AND CHARACTER OF WORK, EQUIPMENT AND LABOR PERSONNEL.
4. THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND ADEQUACY OF THE DESIGN CONTAINED HEREIN.
5. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY.
6. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND ALL OTHER EXISTING CONDITIONS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, AND HAZARDOUS CONDITIONS.
7. ELEVATIONS INDICATED IN THE DRAWINGS ARE BASED ON AVAILABLE INFORMATION DURING PREPARATION OF THE DRAWINGS. ANY SIGNIFICANT DEVIATIONS FROM THE ACTUAL SITE CONDITIONS SHALL BE REPORTED TO THE CITY.
8. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING MATERIAL, METHODS OF WORK, AND DISPOSAL OF EXCESS AND WASTE MATERIALS.
9. ANY SURFACE UTILITIES, SUCH AS MANHOLES, VALVES, MONUMENTS, DRAIN INLETS, AND UTILITY BOXES SHOWN TO BE WITHIN CONSTRUCTION LIMITS SHALL BE ADJUSTED IN ELEVATION TO MATCH THE FINISHED ROADWAY/SIDEWALK SURFACE. UTILITY COVERS SHALL NOT BE STRIPED OVER.
10. THE CONTRACTOR SHALL NOTIFY ALL TRANSIT AGENCIES, TRASH COLLECTION AGENCY, AND EMERGENCY SERVICES OF THE CONSTRUCTION SCHEDULE TO ALLOW COORDINATION.
11. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE SITE OR SURROUNDING AREA AS A RESULT OF THE CONTRACTOR'S WORK OR OPERATIONS. EXISTING CURB, GUTTER AND OTHER IMPROVEMENTS THAT ARE DAMAGED BY THE CONTRACTOR SHALL BE BE REPLACED AT THE CONTRACTOR'S SOLE EXPENSE.
12. CONCRETE CURB, GUTTER, DRIVEWAY, SIDEWALK AND PAVEMENT REMOVAL AND REPLACEMENT MUST BE KEPT TO ONE SIDE OF THE STREET UNTIL WORK FOR THAT SIDE IS COMPLETE, KEEPING THE OTHER SIDE FREE OF OBSTRUCTION FOR THE NEIGHBORHOOD'S SAFE USE.

II. WORK HOURS

- 1. SEE PROJECT SPECIFICATIONS, FOR WORK HOURS AND RESTRICTIONS.

III. TRAFFIC CONTROL

- 1. SEE PROJECT SPECIFICATIONS, SECTION XX OF THE TECHNICAL SPECIFICATIONS, FOR TRAFFIC CONTROL REQUIREMENTS.

IV. SIGNAGE NOTES

- 1. ALL SIGNS SHALL BE PER THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
2. INSTALLATION OF SIGNS, MARKINGS AND STRIPING SHALL BE PER PROJECT PLANS AND SPECIFICATIONS, HOWEVER, CONTRACTOR SHALL CONFIRM EXACT SIGN LOCATIONS IN THE FIELD WITH ENGINEER PRIOR TO EXCAVATION OF THE FOUNDATION.
3. UNLESS OTHERWISE SHOWN OR NOTED, ALL SIGNING SHOWN ON THESE PLANS SHALL BE NEW SIGNS MOUNTED ON NEW POLES / POSTS AND FOUNDATIONS PER PROJECT DETAILS.
4. ALL SIGNS (EXISTING AND PROPOSED) WITHIN PROJECT LIMITS SHALL HAVE A MINIMUM CLEARANCE OF 7' TO THE BOTTOM OF THE SIGN SIGN PANEL. NOTIFY ENGINEER IN CASE OF DISCREPANCY.

V. MARKINGS AND STRIPING NOTES

- 1. ALL MARKINGS AND STRIPING SHALL BE PER CALTRANS STANDARD PLANS, LATEST EDITION.
2. ALL STRIPING AND LEGENDS SHALL BE THERMOPLASTIC.
3. ENGINEER TO APPROVE CAT-TRACKING PRIOR TO PLACEMENT OF PERMANENT STRIPING AND LEGENDS. CONTRACTOR TO ALLOW MINIMUM 1 WEEK REVIEW BY ENGINEER AFTER PLACEMENT OF CAT-TRACKING.
4. ADD "NO DUMPING-DRAINS TO BAY" STENCIL AT EVERY STORM DRAIN INLET. SEE SPECIFICATIONS.
5. CROSSWALK STRIPING SHALL BE 10' LONG THERMOPLASTIC STRIPES, 12" WIDE SEPARATED BY 24" GAPS (SEE PLANS FOR COLOR).

VI. CONSTRUCTION STAGING

- 1. CONTRACTOR SHALL SUBMIT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER A COMPLETE CONSTRUCTION STAGING PLAN IMMEDIATELY UPON APPROVAL OF INSURANCE FORMS AND CERTIFICATES. CONSTRUCTION STAGING AREA SHALL BE LOCATED IN AN AREA APPROVED BY THE CITY ENGINEER.
2. NO EQUIPMENT SHALL BE STORED WITHIN CITY RIGHTS-OF-WAY UNLESS APPROVED IN WRITING BY THE CITY ENGINEER.
3. CONSTRUCTION STAGING AREA SHALL BE ADEQUATELY SECURED BY USE OF TEMPORARY FENCING WITH LOCKING GATE(S) AND SCREENED FROM THE PUBLIC RIGHT-OF-WAY TO THE SATISFACTION OF THE CITY ENGINEER. SCREENING SHALL CONSIST OF MATERIALS APPROVED BY THE CITY ENGINEER AND SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.

VII. STORM WATER POLLUTION, EROSION CONTROL, AND CLEANUP

- 1. CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS AND PROCEDURES OF THE MUNICIPAL REGIONAL STORMWATER POLLUTION PERMIT (MRP), ALSO KNOWN AS THE NPDES PERMIT, MORE SPECIFICALLY, CONTRACTOR SHALL COMPLY WITH THE SAN MATEO COUNTYWIDE STORMWATER POLLUTION PREVENTION PROGRAM'S BEST MANAGEMENT PRACTICES (BMPs) FOR CONSTRUCTION ACTIVITIES, CONSTRUCTION BMP PLAN SHEET, ATTACHED HERETO AS SHEET NO. 11.
2. CONTRACTOR SHALL SUBMIT FOR CITY REVIEW A WATER POLLUTION CONTROL PLAN, PREPARED IN ACCORDANCE WITH CALTRANS STANDARDS INCLUDING ALL MEASURES TO BE IMPLEMENTED THROUGHOUT THE PROJECT LIMITS AND AT CONTRACTOR'S STAGING LOCATION.
3. ALL WORK TO BE PERFORMED DURING THE DRY WEATHER MONTHS BETWEEN APRIL 30TH & OCTOBER 1ST. WORK TO CONTINUE AFTER OCTOBER 1ST WITH WRITTEN PERMISSION FROM THE CITY WITH ADDITIONAL PROTECTIVE MEASURES ONLY.
4. APPLY CONCRETE, ASPHALT, AND SEAL COAT DURING DRY WEATHER TO PREVENT CONTAMINANTS FROM CONTACTING STORM WATER RUNOFF.
5. COVER STORM DRAIN INLETS AND MANHOLES WHEN PAVING OR APPLYING SEAL COAT, SLURRY SEAL, FOG SEAL, ETC.
6. MAINTAIN ALL VEHICLES AND HEAVY EQUIPMENT. INSPECT FREQUENTLY FOR AND REPAIR LEAKS.
7. CLEAN UP LIQUID SPILLS ON PAVED OR IMPERMEABLE SURFACES USING "DRY" CLEANUP METHODS (E.G., ABSORBENT MATERIALS LIKE CAT LITTER, SAND OR RAGS).
8. FILTER FABRIC OR OTHER MATERIAL FOR SEDIMENT TRAPPING SHALL BE INSTALLED AND MAINTAINED AT STREET GUTTERS AND DRAINS TO KEEP CONSTRUCTION DEBRIS OUT OF THE STORM DRAIN SYSTEM.
9. NO MATERIAL, RESIDUE WASTE OR DEBRIS GENERATED BY CONSTRUCTION ACTIVITIES WILL BE ALLOWED TO BE WASHED INTO ANY DRAINAGE INLETS.
10. AT THE END OF EVERY DAY, ALL MATERIALS TRAPPED BY THE INLET PROTECTION BMP (FILTER FABRIC) AND EXCESS MATERIALS SUCH AS PAVEMENT PIECES OR DEBRIS WILL BE COLLECTED USING DRY SWEEP METHODS AND REMOVED FROM THE PROJECT SITE. NO MATERIALS WILL BE ALLOWED TO BE WASHED INTO THE STORM DRAIN SYSTEM.
11. DURING CONSTRUCTION, STREETS SHALL BE CLEANED AS OFTEN AS REQUIRED TO REMOVE ANY ACCUMULATION OF MUD AND DEBRIS RESULTING FROM THIS CONSTRUCTION.
12. BERM AROUND STORAGE AREAS TO PREVENT CONTACT WITH STORMWATER RUNOFF.
13. STORE STOCKPILED MATERIALS AND WASTES OVER PLASTIC SHEETING OR A TARP, AND UNDER A TEMPORARY ROOF OR SECURED PLASTIC SHEETING OR TARP.
14. ALWAYS PARK PAVING MACHINES OVER DRIP PANS OR ABSORBENT MATERIALS, AS THEY TEND TO DRIP CONTINUOUSLY.
15. CONSTRUCTION SITE SHALL BE KEPT CLEAN AND SHALL BE SWEEPED BY MECHANICAL SWEEPING ON A DAILY BASIS.

VIII. EXISTING CONDITIONS, UTILITIES AND MONUMENTS

- 1. CONTRACTOR SHALL CONTACT USA [UNDERGROUND SERVICES ALERT 1-(800)-227-2600] AND AFFECTED UTILITY COMPANIES, 72 HOURS PRIOR TO THE START OF WORK TO NOTIFY THEM OF CONSTRUCTION, AND TO REQUEST THAT UTILITIES BE MARKED. CONTRACTOR SHALL NOT BEGIN EXCAVATION WORK UNTIL ALL UTILITIES HAVE BEEN MARKED OR THE PRESCRIBED "NO RESPONSE FOLLOW-UP" PROCEDURES HAVE BEEN FOLLOWED.
2. LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS WAS COMPILED FROM SURVEYED SURFACE UTILITIES AND UTILITY COMPANIES' FACILITY SCHEMATICS AND IS APPROXIMATE. THE PAINT MARKINGS AND COVERS OF UTILITY INFORMATION SHOWN HEREON IS NOT MEANT TO BE A FULL CATALOG OF EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING RECORD INFORMATION AND CONDUCTING FIELD INVESTIGATION TO VERIFY THE LOCATION AND ELEVATIONS OF EXISTING UTILITIES - WHETHER SHOWN ON THESE PLANS OR NOT. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF DISCREPANCIES.
3. ALL UTILITIES WITHIN 5-FT Laterally AND CROSSING THE PROPOSED STORM DRAIN ALIGNMENT AND PROPOSED BIORETENTION AREAS SHALL BE POTHOLED. ALL UTILITIES WITHIN THE LIMITS OF THE FULL DEPTH RECLAMATION AREA SHALL ALSO BE POTHOLED. THE POTHOLED DATA (DATE AND TIME OF POTHOLE, PRECISE LOCATION OF POTHOLE, DEPTH TO UTILITY, UTILITY TYPE AND SIZE, UTILITY PIPE MATERIAL, DEPTH OF ASPHALT, DEPTH OF ROAD BASE, SOIL TYPES ENCOUNTERED, AND OTHER RELEVANT INFORMATION) SHALL BE SUBMITTED TO THE CITY. THE SUBMITTAL SHALL SPECIFICALLY IDENTIFY ANY POTENTIAL CONFLICTS. CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION IN THAT AREA UNTIL A WRITTEN RESPONSE IS RECEIVED FROM THE CITY REGARDING IDENTIFIED CONFLICTS.
4. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT-IN-PLACE EXISTING MONUMENTS. DESTROYED/DAMAGED MONUMENTS SHALL BE RE-ESTABLISHED AT CONTRACTOR'S SOLE EXPENSE.
5. THE LOCATION OF SURFACE UTILITIES SHOWN ON THESE PLANS IS APPROXIMATE ONLY. ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM WHICH IS MARKED IN THE STREET SHOWN ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES WITHIN THE WORK AREA PRIOR TO CONSTRUCTION. THIS VERIFICATION SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE UTILITY COMPANY AS REQUIRED.
6. PROTECT EXISTING IRRIGATION SYSTEMS WITHIN PROJECT LIMITS.
7. ALL EXISTING SURFACE UTILITY FACILITIES SUCH AS BUT NOT NECESSARILY LIMITED TO WATER VALVES, GAS VALVES, ELECTRICAL VAULTS, MANHOLES, FIRE HYDRANTS POWER POLES, ETC. SHALL BE PROTECTED IN PLACE AND ADJUSTED TO GRADE AS NECESSARY. ALL UTILITIES SHOWN ARE SCHEMATIC ONLY AND ARE NOT COMPLETE. CONTRACTOR SHALL FIELD VERIFY AND INVENTORY ALL UTILITY AND OTHER FEATURES PRIOR TO BEGINNING CONSTRUCTION.
8. CONTRACTOR SHALL BE AWARE OF ALL OVERHEAD LINES. ALL CONSTRUCTION EQUIPMENT SHALL MEET THE MAXIMUM HEIGHT REQUIREMENT.

IX. EARTHWORK AND GRADING

- 1. TOPSOIL, ROOTS, VEGETABLE MATTER, TRASH, DEBRIS AND ANY OTHER DELETERIOUS MATERIAL SHALL NOT BE CONSIDERED ACCEPTABLE FILL MATERIAL.
2. ANY ADDITIONAL FILL MATERIAL REQUIRED TO ATTAIN THE DESIGN GRADES SHOWN ON THESE PLANS SHALL BE PER PROJECT SPECIFICATIONS. ALL FILL MATERIAL SHALL BE FIELD TESTED FOR COMPLIANCE WITH THE PROJECT SPECIFICATIONS INCLUDING TOXICITY TESTING.
3. COMPACTION BY FLOODING, PONDING OR JETTING WILL NOT BE PERMITTED.

X. STATEMENT OF RESPONSIBILITY

- 1. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD BOTH DESIGN PROFESSIONALS AND THE CITY OF EAST PALO ALTO HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF EITHER THE DESIGN PROFESSIONAL OR THE CITY OF EAST PALO ALTO.

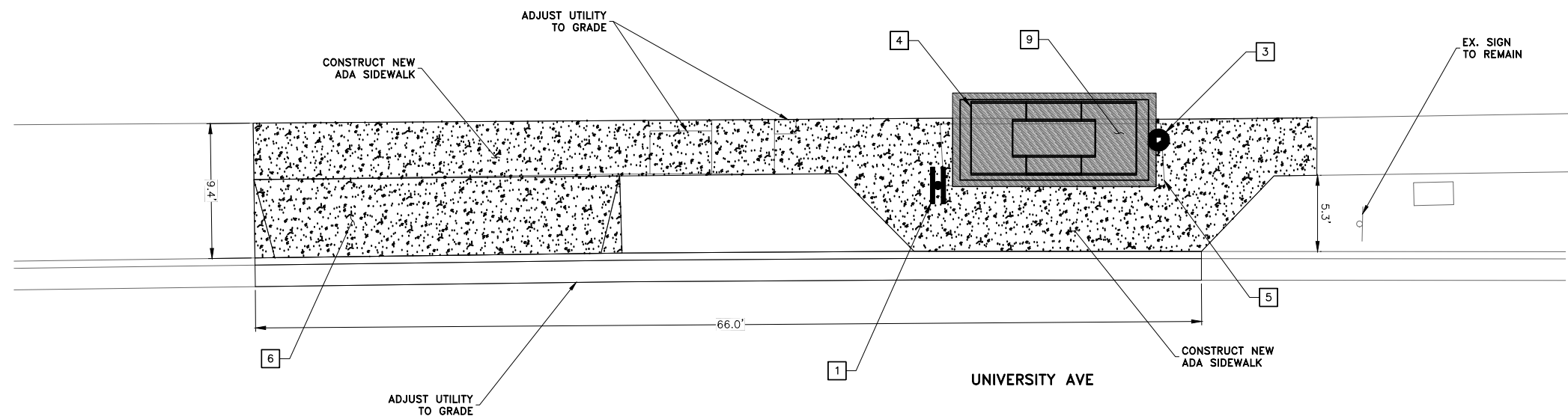
XI. DEMOLITION NOTES

- 1. EXISTING SIGNS AS SHOWN ON THE SIGNING/STRIPING PLANS SHALL BE SALVAGED AND MAINTAINED IN AN ACCEPTABLE CONDITION FOR RE-INSTALLATION BY THE CONTRACTOR.
2. DEMOLITION INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS AND GRINDING OF THERMOPLASTIC PAVEMENT LEGENDS WHERE IN CONFLICT WITH PROPOSED STRIPING.



Vertical title block containing: DESIGNED BY: BZ, DRAWN BY: BZ, REVISIONS table, PREPARED BY: THE CITY OF EAST PALO ALTO, 1960 TATE ST., EAST PALO ALTO, CA 94303, PHONE (650)853-3100, TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT OF EAST PALO ALTO, CALIFORNIA CITY OF EAST PALO ALTO, GENERAL, CONSTRUCTION, & COORDINATION NOTES, SHEET 3 of 14, DATE: 11/09/2023, JOB NO.: XXX-XX-XX, CITY OF EAST PALO ALTO logo.

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BUS SHELTER No.1

SCALE: 1"=5'

LEGEND:

ITEM	DESCRIPTION
	NEW SIGN
	PCC SIDEWALK, C&G, PER SMC COUNTY STD DETAIL D-3.
	NEW CURB RAMP
	BUS SHELTER CONCRETE PAD
	NEW BUS SHELTER
	EX BUS SHELTER
	EX PAVEMENT MARKING
	EX UTILITY
	EX UTILITY LINE

PROJECT NOTES:

- 1 NEW SHUTTLE STOP SIGN.
- 2 EXISTING BUS SHELTER TO REMAIN
- 3 TRASH CAN, 32 GAL EXP METAL SEE DETAIL 5 ON SHEET 13
- 4 NEW BUS SHELTER. SEE DETAIL 2 ON SHEET 11
- 5 REMOVE EXISTING SHELTER
- 6 REPLACE EXISTING DRIVEWAY PER SMC STANDARD DETAILS D-1 & D-2
- 7 CURB RAMP PER CALTRANS STANDARD PLANS A88A
- 8 INSTALL NEW TRUNCATED DOMES PER CALTRANS STANDARD PLANS
- 9 CONSTRUCT BUS STOP PAD. SEE DETAIL 1&2 ON SHEET 11

CONSTRUCTION NOTES:

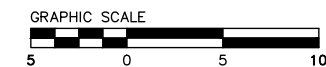
- 1. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION.
- 2. CONTRACTOR TO COORDINATE WITH IMPACTED UTILITY FACILITY COMPANIES PRIOR TO THE START OF CONSTRUCTION.
- 3. ALL MANHOLES, VALVES AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FINAL GRADE.
- 4. ALL IMPROVEMENTS SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
- 5. CONTRACTOR IS RESPONSIBLE TO REPLACING ANY EXISTING UNDERGROUND UTILITIES WITHIN THE CONCRETE AREA IF DAMAGED.

APPLICABLE STANDARD PLANS

INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

COUNTY OF SAN MATEO STANDARD DETAILS
 D-1 DRIVEWAYS WIDTHS AND CURB OPENINGS
 D-2 DRIVEWAY WIDTHS AND CURB OPENINGS FOR COMMERCIAL AND INDUSTRIAL HWY. FRONTAGE
 D-3 TYPICAL SECTIONS URBAN CURB, GUTTER, AND SIDEWALK

CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (2018)
 A88A CURB RAMP DETAILS



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

NO.	REVISIONS	DATE

DESIGNED BY: BZ
 DRAWN BY: BZ

PREPARED BY: THE CITY OF EAST PALO ALTO
 1960 TATE ST.
 EAST PALO ALTO, CA 94303
 PHONE (650)853-3100

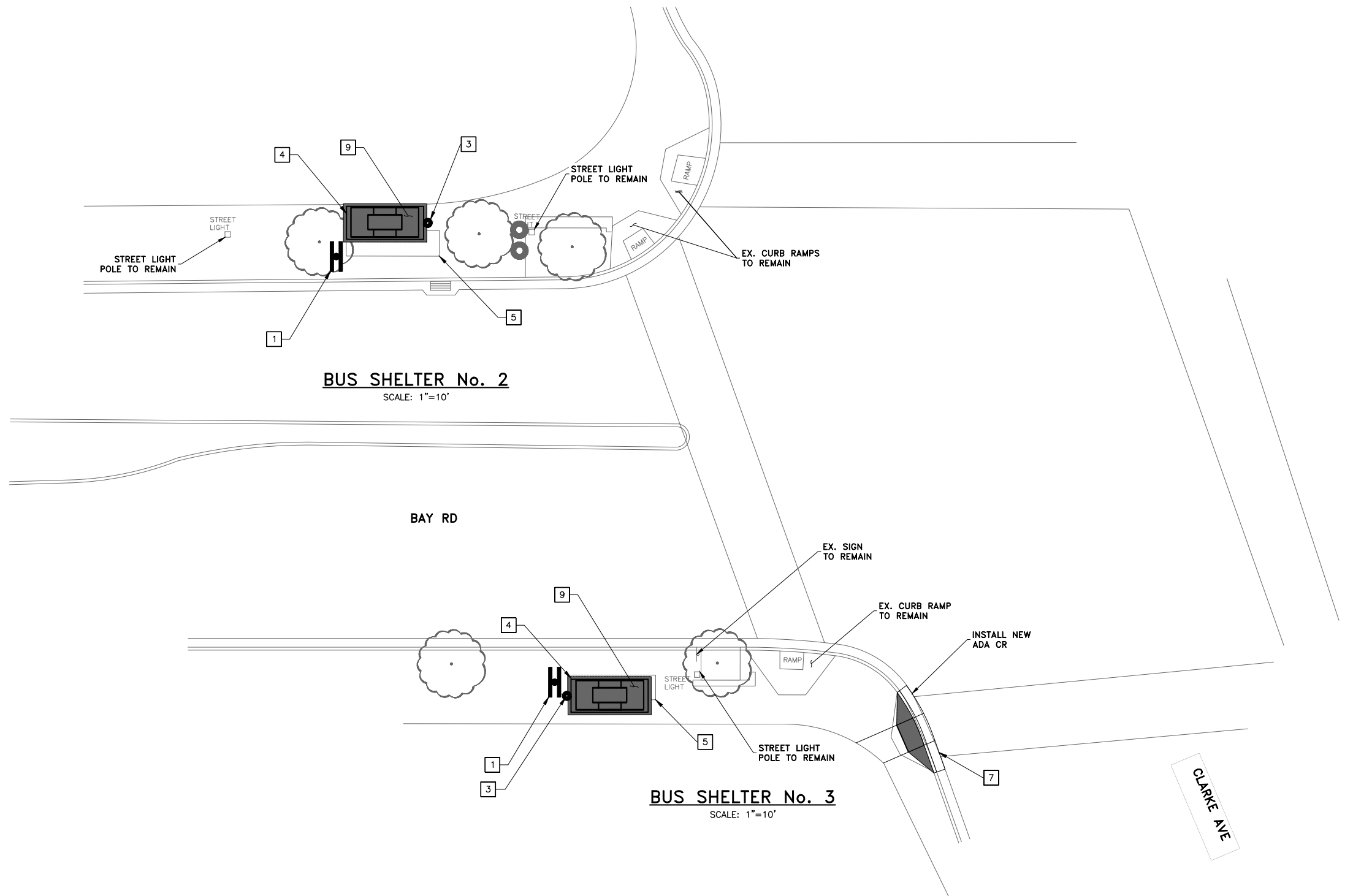
TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT
 CITY OF EAST PALO ALTO, CALIFORNIA
 LOCATION 1 - 2111 UNIVERSITY AVE &

SHEET 4 of 14

DATE: 11/09/2023
 JOB NO.: XXX-XX-XX



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LEGEND:

ITEM	DESCRIPTION
	NEW SIGN
	PCC SIDEWALK, C&G, PER SMC COUNTY STD DETAIL D-3.
	NEW CURB RAMP
	BUS SHELTER CONCRETE PAD
	NEW BUS SHELTER
	EX BUS SHELTER
	EX PAVEMENT MARKING
	EX UTILITY
	EX UTILITY LINE

PROJECT NOTES:

- 1 NEW SHUTTLE STOP SIGN.
- 2 EXISTING BUS SHELTER TO REMAIN
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- 7 CURB RAMP PER CALTRANS STANDARD PLANS A88A
- 8 INSTALL NEW TRUNCATED DOMES PER CALTRANS STANDARD PLANS
- 9 CONSTRUCT BUS STOP PAD. SEE DETAIL 1&2 ON SHEET 11

CONSTRUCTION NOTES:

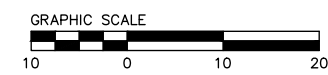
- 1. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION.
- 2. CONTRACTOR TO COORDINATE WITH IMPACTED UTILITY FACILITY COMPANIES PRIOR TO THE START OF CONSTRUCTION.
- 3. ALL MANHOLES, VALVES AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FINAL GRADE.
- 4. ALL IMPROVEMENTS SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
- 5. CONTRACTOR IS RESPONSIBLE TO REPLACING ANY EXISTING UNDERGROUND UTILITIES WITHIN THE CONCRETE AREA IF DAMAGED.

APPLICABLE STANDARD PLANS

INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
 COUNTY OF SAN MATEO STANDARD DETAILS
 D-1 DRIVEWAYS WIDTHS AND CURB OPENINGS
 D-2 DRIVEWAY WIDTHS AND CURB OPENINGS FOR COMMERCIAL AND INDUSTRIAL HWY. FRONTAGE
 D-3 TYPICAL SECTIONS URBAN CURB, GUTTER, AND SIDEWALK
 CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (2018)
 A88A CURB RAMP DETAILS



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



NO.	REVISIONS	DATE

DESIGNED BY: BZ
 DRAWN BY: BZ

PREPARED BY: THE CITY OF EAST PALO ALTO
 1960 TATE ST.
 EAST PALO ALTO, CA 94303
 PHONE (650)853-3100

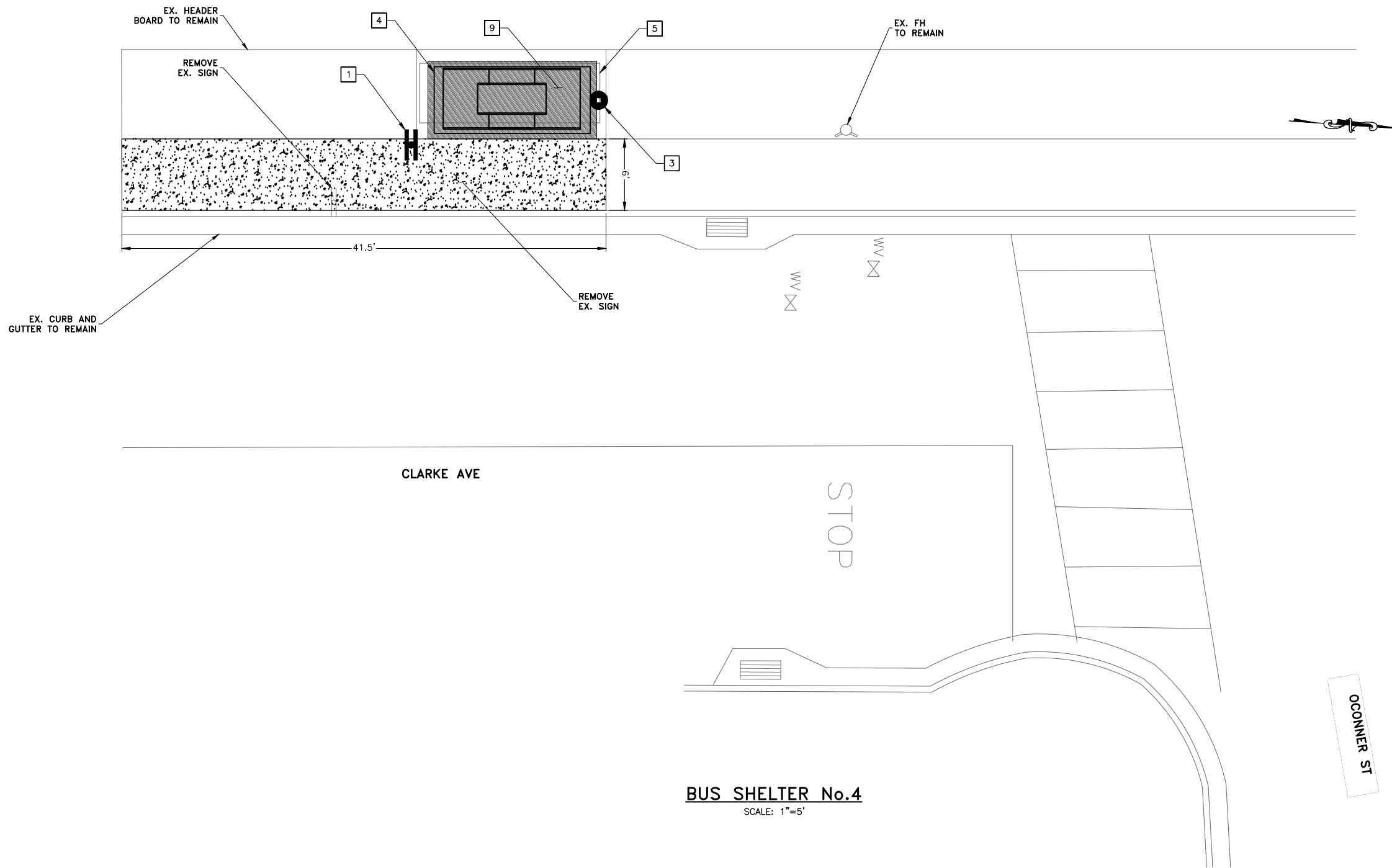
TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT
 CITY OF EAST PALO ALTO, CALIFORNIA
 LOCATION 2&3 - BAY RD & CLARKE AVE

SHEET 5 of 14

DATE: 11/09/2023
 JOB NO.: XXX-XX-XX



C:\Users\husama\Desktop\CSS\EPA Staff Aug 2023\Bus Shelters\Bus Shelters Plans\04-09 IMPROVEMENT PLAN.dwg 01:40:50 PM



BUS SHELTER No.4
SCALE: 1"=5'

LEGEND:

ITEM	DESCRIPTION
	NEW SIGN
	PCC SIDEWALK, C&G, PER SMC COUNTY STD DETAIL D-3.
	NEW CURB RAMP
	BUS SHELTER CONCRETE PAD
	NEW BUS SHELTER
	EX BUS SHELTER
	EX PAVEMENT MARKING
	EX UTILITY
	EX UTILITY LINE

PROJECT NOTES:

- 1 NEW SHUTTLE STOP SIGN.
- 2 EXISTING BUS SHELTER TO REMAIN
- 3 TRASH CAN, 32 GAL EXP METAL SEE DETAIL 5 ON SHEET 13
- 4 NEW BUS SHELTER. SEE DETAIL 2 ON SHEET 11
- 5 REMOVE EXISTING SHELTER
- 6 REPLACE EXISTING DRIVEWAY PER SMC STANDARD DETAILS D-1 & D-2
- 7 CURB RAMP PER CALTRANS STANDARD PLANS A88A
- 8 INSTALL NEW TRUNCATED DOMES PER CALTRANS STANDARD PLANS
- 9 CONSTRUCT BUS STOP PAD. SEE DETAIL 1&2 ON SHEET 11

CONSTRUCTION NOTES:

1. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION.
2. CONTRACTOR TO COORDINATE WITH IMPACTED UTILITY FACILITY COMPANIES PRIOR TO THE START OF CONSTRUCTION.
3. ALL MANHOLES, VALVES AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FINAL GRADE.
4. ALL IMPROVEMENTS SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
5. CONTRACTOR IS RESPONSIBLE TO REPLACING ANY EXISTING UNDERGROUND UTILITIES WITHIN THE CONCRETE AREA IF DAMAGED.

APPLICABLE STANDARD PLANS

INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

COUNTY OF SAN MATEO STANDARD DETAILS
D-1 DRIVEWAYS WIDTHS AND CURB OPENINGS
D-2 DRIVEWAY WIDTHS AND CURB OPENINGS FOR COMMERCIAL AND INDUSTRIAL HWY. FRONTAGE
D-3 TYPICAL SECTIONS URBAN CURB, GUTTER, AND SIDEWALK

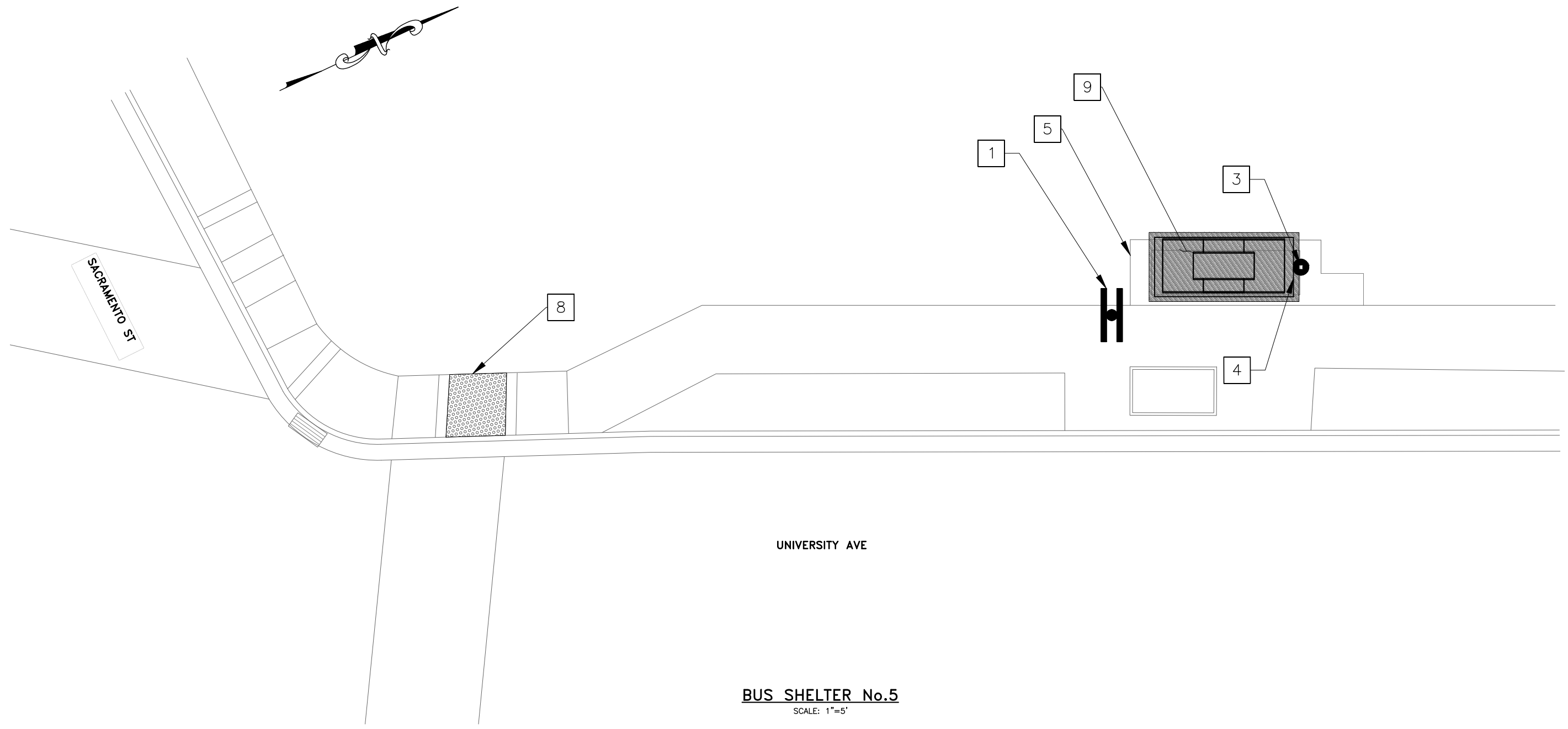
CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (2018)
A88A CURB RAMP DETAILS



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

<p>DESIGNED BY: BZ</p> <p>DRAWN BY: BZ</p>	<p>NO.</p> <p>REVISIONS</p> <p>DATE</p>
<p>PREPARED BY: THE CITY OF EAST PALO ALTO</p> <p>1960 TATE ST. EAST PALO ALTO, CA 94303 PHONE (650)853-3100</p>	
<p>TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT CITY OF EAST PALO ALTO, CALIFORNIA LOCATION 4 - CLARKE AVE & OCONNOR ST</p>	
<p>SHEET 6 of 14</p>	
<p>DATE: 11/09/2023 JOB NO.: XXX-XX-XX</p>	

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BUS SHELTER No.5
SCALE: 1"=5'

LEGEND:

ITEM	DESCRIPTION
	NEW SIGN
	PCC SIDEWALK, C&G, PER SMC COUNTY STD DETAIL D-3.
	NEW CURB RAMP
	BUS SHELTER CONCRETE PAD
	NEW BUS SHELTER
	EX BUS SHELTER
	EX PAVEMENT MARKING
	EX UTILITY
	EX UTILITY LINE

PROJECT NOTES:

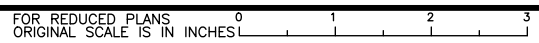
- 1 NEW SHUTTLE STOP SIGN.
- 2 EXISTING BUS SHELTER TO REMAIN
- 3 TRASH CAN, 32 GAL EXP METAL SEE DETAIL 5 ON SHEET 13
- 4 NEW BUS SHELTER. SEE DETAIL 2 ON SHEET 11
- 5 REMOVE EXISTING SHELTER
- 6 REPLACE EXISTING DRIVEWAY PER SMC STANDARD DETAILS D-1 & D-2
- 7 CURB RAMP PER CALTRANS STANDARD PLANS A88A
- 8 INSTALL NEW TRUNCATED DOMES PER CALTRANS STANDARD PLANS
- 9 CONSTRUCT BUS STOP PAD. SEE DETAIL 1&2 ON SHEET 11

CONSTRUCTION NOTES:

1. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION.
2. CONTRACTOR TO COORDINATE WITH IMPACTED UTILITY FACILITY COMPANIES PRIOR TO THE START OF CONSTRUCTION.
3. ALL MANHOLES, VALVES AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FINAL GRADE.
4. ALL IMPROVEMENTS SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
5. CONTRACTOR IS RESPONSIBLE TO REPLACING ANY EXISTING UNDERGROUND UTILITIES WITHIN THE CONCRETE AREA IF DAMAGED.

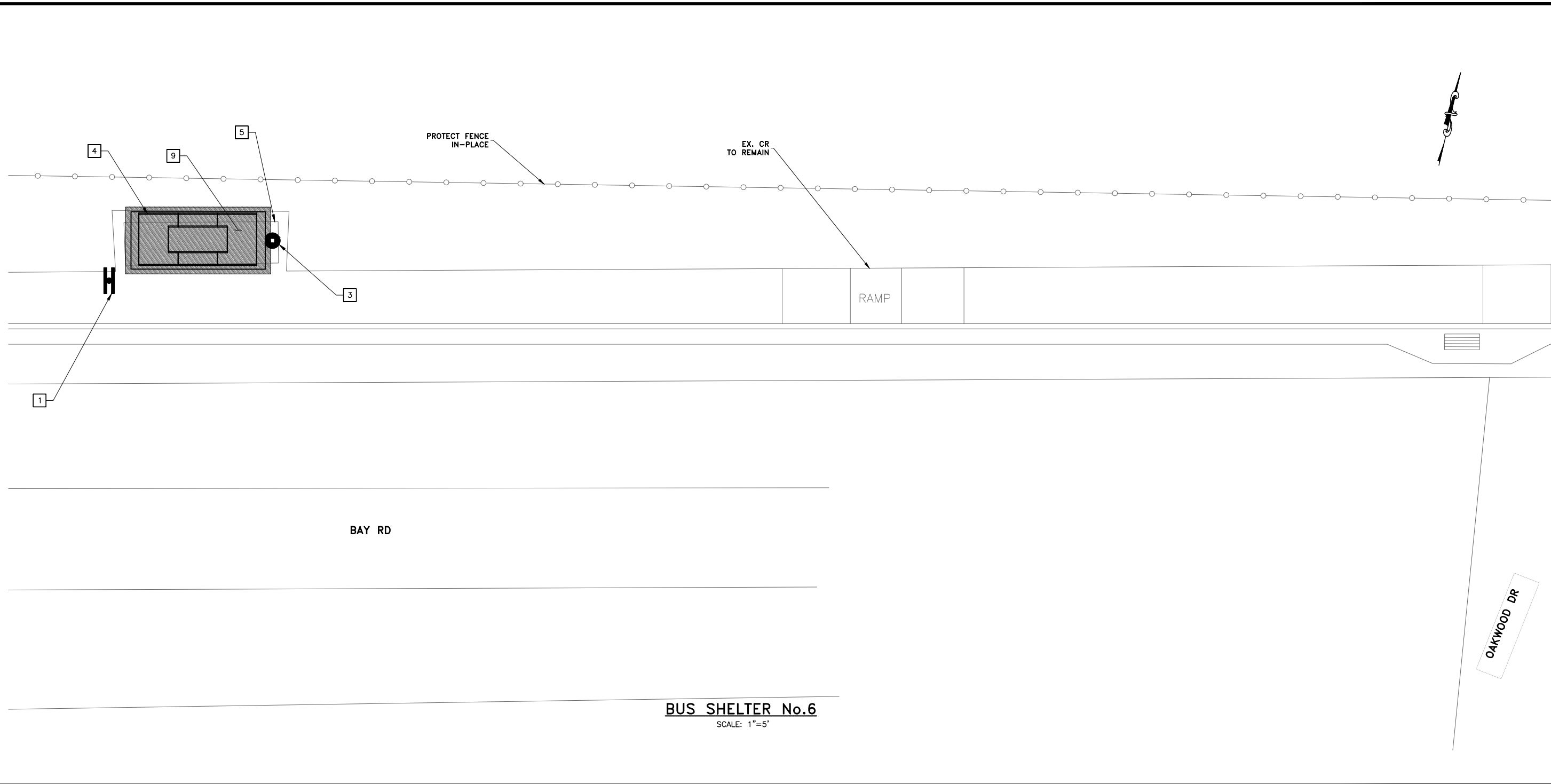
APPLICABLE STANDARD PLANS

INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
 COUNTY OF SAN MATEO STANDARD DETAILS
 D-1 DRIVEWAYS WIDTHS AND CURB OPENINGS
 D-2 DRIVEWAY WIDTHS AND CURB OPENINGS FOR COMMERCIAL AND INDUSTRIAL HWY. FRONTAGE
 D-3 TYPICAL SECTIONS URBAN CURB, GUTTER, AND SIDEWALK
 CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (2018)
 A88A CURB RAMP DETAILS



PREPARED BY: THE CITY OF EAST PALO ALTO 1960 TATE ST. EAST PALO ALTO, CA 94303 PHONE (650)853-3100	DESIGNED BY: BZ DRAWN BY: BZ
TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT CITY OF EAST PALO ALTO, CALIFORNIA LOCATION 5 - UNIVERSITY AVE & SACRAMENTO ST	SHEET 7 of 14
DATE: 11/09/2023 JOB NO.: XXX-XX-XX	REVISIONS NO. DATE

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BUS SHELTER No.6
SCALE: 1"=5'

LEGEND:

ITEM	DESCRIPTION
	NEW SIGN
	PCC SIDEWALK, C&G, PER SMC COUNTY STD DETAIL D-3.
	NEW CURB RAMP
	BUS SHELTER CONCRETE PAD
	NEW BUS SHELTER
	EX BUS SHELTER
	EX PAVEMENT MARKING
	EX UTILITY
	EX UTILITY LINE

PROJECT NOTES:

- 1 NEW SHUTTLE STOP SIGN.
- 2 EXISTING BUS SHELTER TO REMAIN
- 3 TRASH CAN, 32 GAL EXP METAL SEE DETAIL 5 ON SHEET 13
- 4 NEW BUS SHELTER. SEE DETAIL 2 ON SHEET 11
- 5 REMOVE EXISTING SHELTER
- 6 REPLACE EXISTING DRIVEWAY PER SMC STANDARD DETAILS D-1 & D-2
- 7 CURB RAMP PER CALTRANS STANDARD PLANS A88A
- 8 INSTALL NEW TRUNCATED DOMES PER CALTRANS STANDARD PLANS
- 9 CONSTRUCT BUS STOP PAD. SEE DETAIL 1&2 ON SHEET 11

CONSTRUCTION NOTES:

- 1. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION.
- 2. CONTRACTOR TO COORDINATE WITH IMPACTED UTILITY FACILITY COMPANIES PRIOR TO THE START OF CONSTRUCTION.
- 3. ALL MANHOLES, VALVES AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FINAL GRADE.
- 4. ALL IMPROVEMENTS SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
- 5. CONTRACTOR IS RESPONSIBLE TO REPLACING ANY EXISTING UNDERGROUND UTILITIES WITHIN THE CONCRETE AREA IF DAMAGED.

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 D-2 DRIVEWAY WIDTHS AND CURB OPENINGS FOR COMMERCIAL AND INDUSTRIAL HWY. FRONTAGE
 D-3 TYPICAL SECTIONS URBAN CURB, GUTTER, AND SIDEWALK

CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (2018)
 A88A CURB RAMP DETAILS



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

NO.	REVISIONS	DATE

DESIGNED BY: BZ
 DRAWN BY: BZ

PREPARED BY:
THE CITY OF EAST PALO ALTO
 1960 TATE ST.
 EAST PALO ALTO,
 CA 94303
 PHONE (650)853-3100

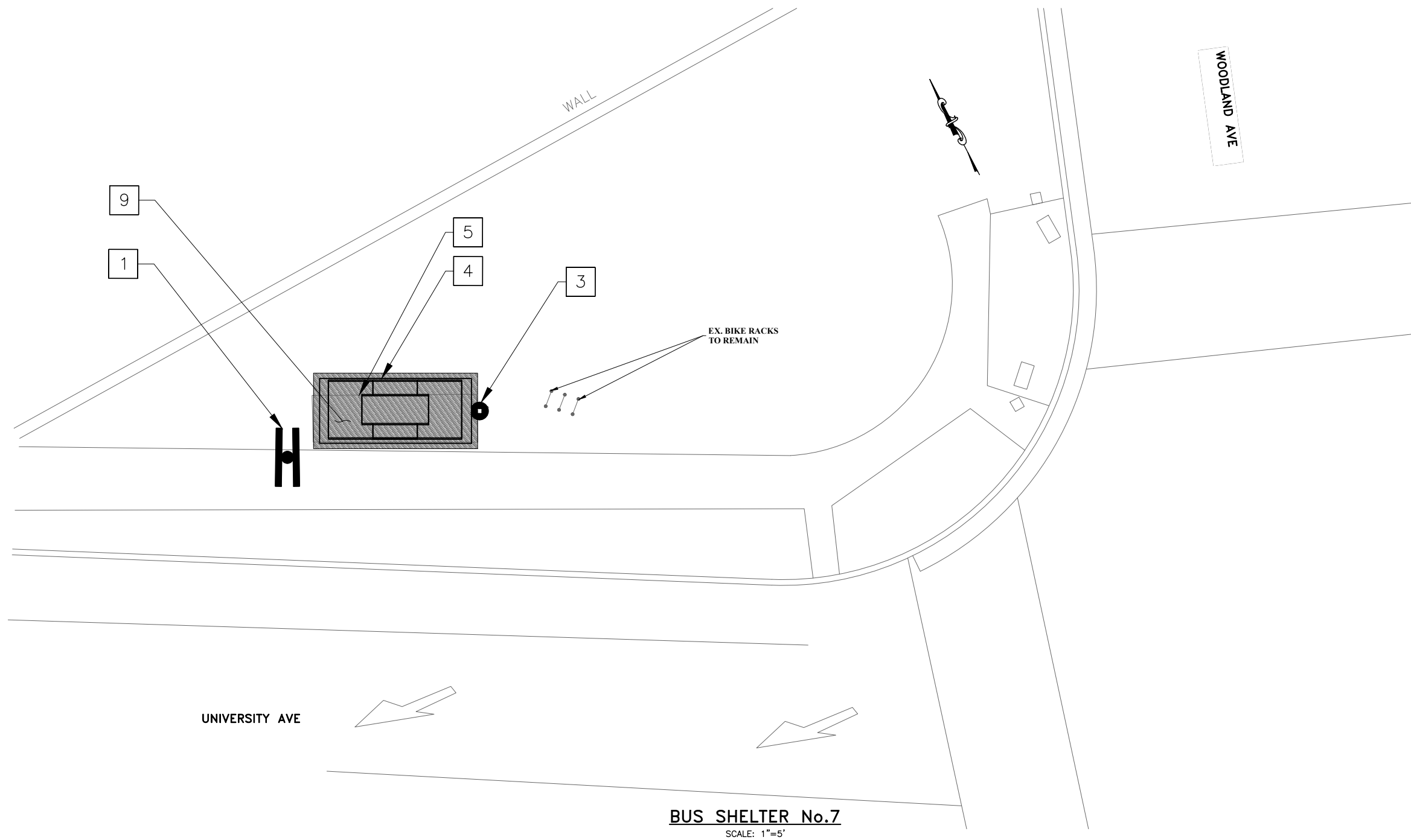
TITLE:
 EAST PALO ALTO BUS STOP SHELTERS
 REPLACEMENT & IMPROVEMENT PROJECT
CITY OF EAST PALO ALTO, CALIFORNIA
 LOCATION 6 - BAY RD & OAKWOOD DR

SHEET 8
 of
14

DATE: 11/09/2023
 JOB NO.:
 XXX-XX-XX



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BUS SHELTER No.7
SCALE: 1"=5'

LEGEND:

ITEM	DESCRIPTION
	NEW SIGN
	PCC SIDEWALK, C&G, PER SMC COUNTY STD DETAIL D-3.
	NEW CURB RAMP
	BUS SHELTER CONCRETE PAD
	NEW BUS SHELTER
	EX BUS SHELTER
	EX PAVEMENT MARKING
	EX UTILITY
	EX UTILITY LINE

PROJECT NOTES:

- 1 NEW SHUTTLE STOP SIGN.
- 2 EXISTING BUS SHELTER TO REMAIN
- 3 TRASH CAN, 32 GAL EXP METAL SEE DETAIL 5 ON SHEET 13
- 4 NEW BUS SHELTER. SEE DETAIL 2 ON SHEET 11
- 5 REMOVE EXISTING SHELTER
- 6 REPLACE EXISTING DRIVEWAY PER SMC STANDARD DETAILS D-1 & D-2
- 7 CURB RAMP PER CALTRANS STANDARD PLANS A88A
- 8 INSTALL NEW TRUNCATED DOMES PER CALTRANS STANDARD PLANS
- 9 CONSTRUCT BUS STOP PAD. SEE DETAIL 1&2 ON SHEET 11

CONSTRUCTION NOTES:

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 D-2 DRIVEWAY WIDTHS AND CURB OPENINGS FOR COMMERCIAL AND INDUSTRIAL HWY. FRONTAGE
 D-3 TYPICAL SECTIONS URBAN CURB, GUTTER, AND SIDEWALK

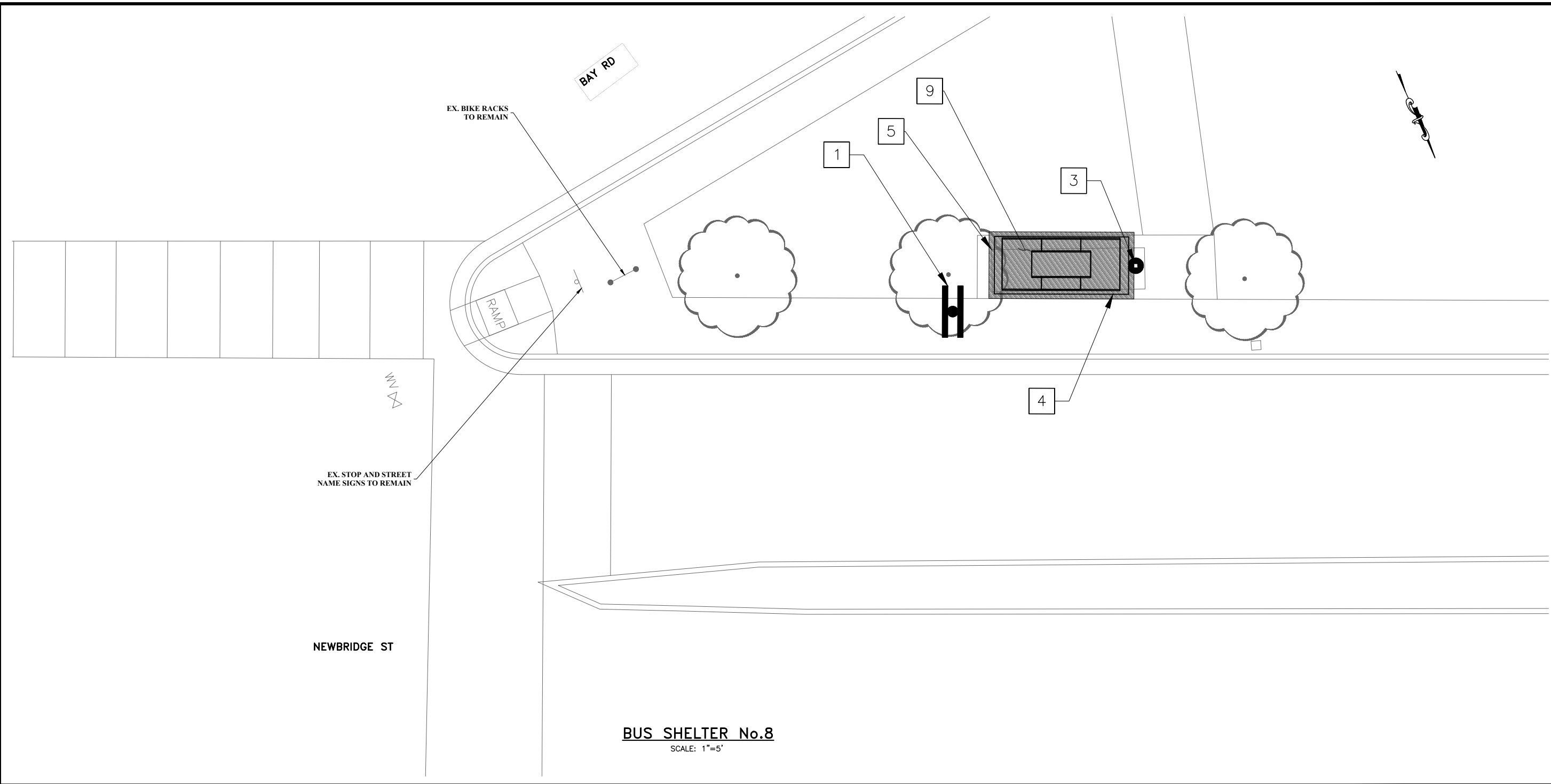
CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (2018)
 A88A CURB RAMP DETAILS



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

<p>DESIGNED BY: BZ</p> <p>DRAWN BY: BZ</p>	<p>NO.</p> <p>REVISIONS</p> <p>DATE</p>
<p>PREPARED BY: THE CITY OF EAST PALO ALTO 1960 TATE ST. EAST PALO ALTO, CA 94303 PHONE (650)853-3100</p>	
<p>TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT CITY OF EAST PALO ALTO, CALIFORNIA LOCATION 7 - UNIVERSITY AVE & WOODLAND AVE</p>	
<p>SHEET 9 of 14</p>	
<p>DATE: 11/09/2023 JOB NO.: XXX-XX-XX</p>	

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BUS SHELTER No.8
SCALE: 1"=5'

LEGEND:

ITEM	DESCRIPTION
	NEW SIGN
	PCC SIDEWALK, C&G, PER SMC COUNTY STD DETAIL D-3.
	NEW CURB RAMP
	BUS SHELTER CONCRETE PAD
	NEW BUS SHELTER
	EX BUS SHELTER
	EX PAVEMENT MARKING
	EX UTILITY
	EX UTILITY LINE

PROJECT NOTES:

- 1 NEW SHUTTLE STOP SIGN.
- 2 EXISTING BUS SHELTER TO REMAIN
- 3 TRASH CAN, 32 GAL EXP METAL SEE DETAIL 5 ON SHEET 13
- 4 NEW BUS SHELTER. SEE DETAIL 2 ON SHEET 11
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- 6 REPLACE EXISTING DRIVEWAY PER SMC STANDARD DETAILS D-1 & D-2
- 7 CURB RAMP PER CALTRANS STANDARD PLANS A88A
- 8 INSTALL NEW TRUNCATED DOMES PER CALTRANS STANDARD PLANS
- 9 CONSTRUCT BUS STOP PAD. SEE DETAIL 1&2 ON SHEET 11

CONSTRUCTION NOTES:

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APPLICABLE STANDARD PLANS

INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

 COUNTY OF SAN MATEO STANDARD DETAILS
 D-1 DRIVEWAYS WIDTHS AND CURB OPENINGS
 D-2 DRIVEWAY WIDTHS AND CURB OPENINGS FOR COMMERCIAL AND INDUSTRIAL HWY. FRONTAGE
 D-3 TYPICAL SECTIONS URBAN CURB, GUTTER, AND SIDEWALK

 CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (2018)
 A88A CURB RAMP DETAILS



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

NO.	REVISIONS	DATE

DESIGNED BY: BZ
DRAWN BY: BZ

PREPARED BY: THE CITY OF EAST PALO ALTO
1960 TATE ST.
EAST PALO ALTO, CA 94303
PHONE (650)853-3100

TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT
CITY OF EAST PALO ALTO, CALIFORNIA
LOCATION 8 - BAY RD & NEWBRIDGE ST

SHEET 10 of 14

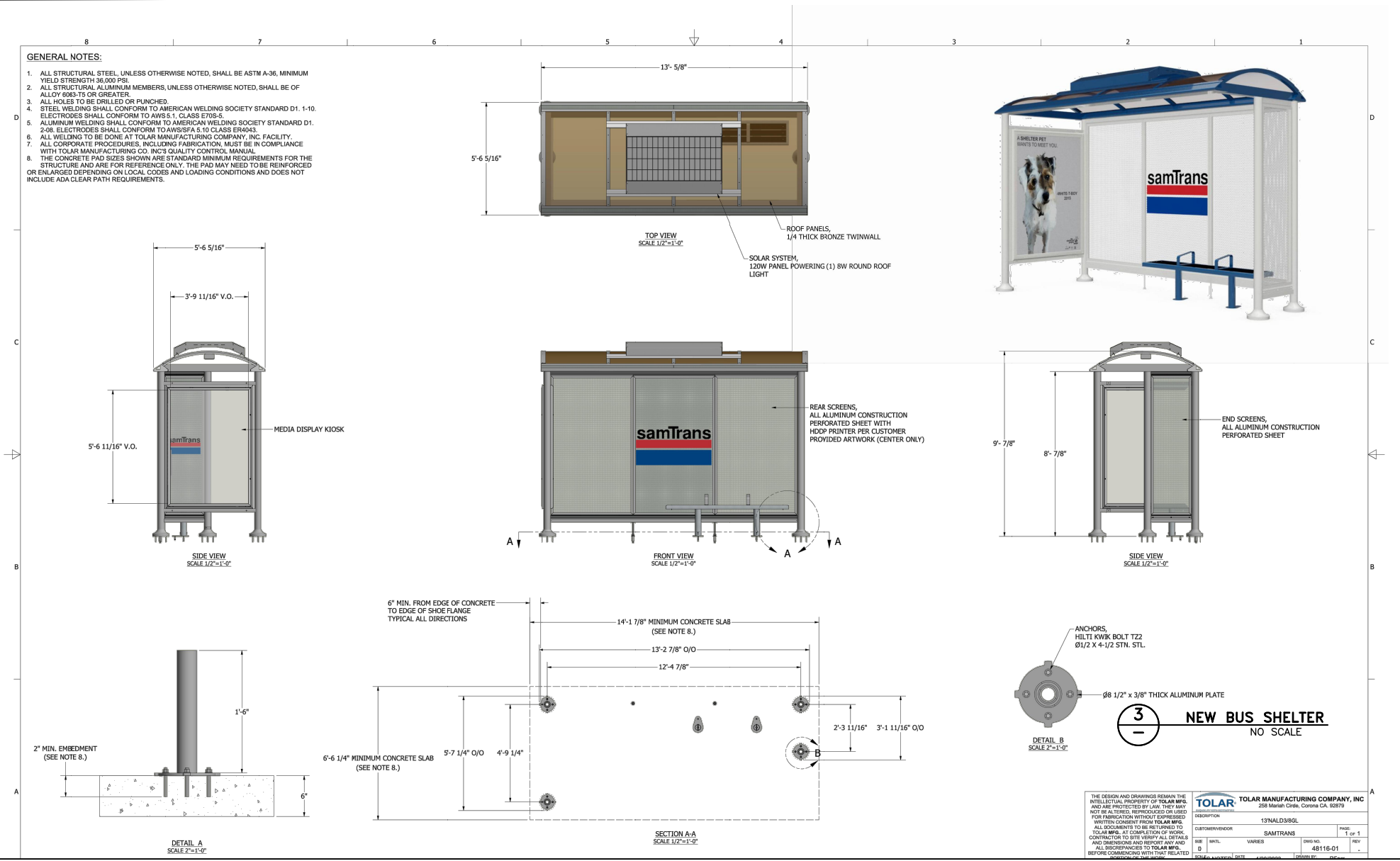
DATE: 11/09/2023
JOB NO.: XXX-XX-XX



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Note: An adjustment will need to be made to the specification when ordering the bus shelter from Tolar. Makrolon SL (polycarbonate) will need to replace the tempered glass.



NO.	REVISIONS	DATE

DESIGNED BY: BZ
DRAWN BY: BZ

PREPARED BY: THE CITY OF EAST PALO ALTO
1960 TATE ST.
EAST PALO ALTO, CA 94303
PHONE (650)853-3100

TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT OF EAST PALO ALTO, CALIFORNIA
CONSTRUCTION DETAILS

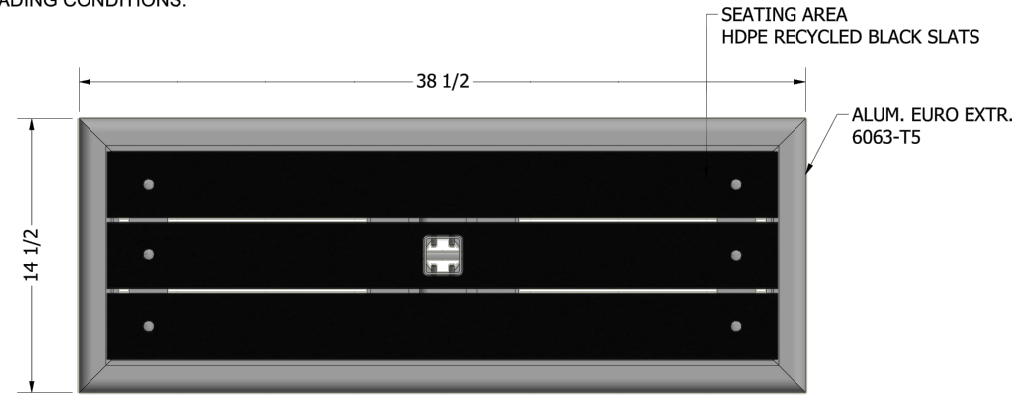
SHEET 11 of 14

DATE: 11/09/2023
JOB NO.: XXX-XX-XX

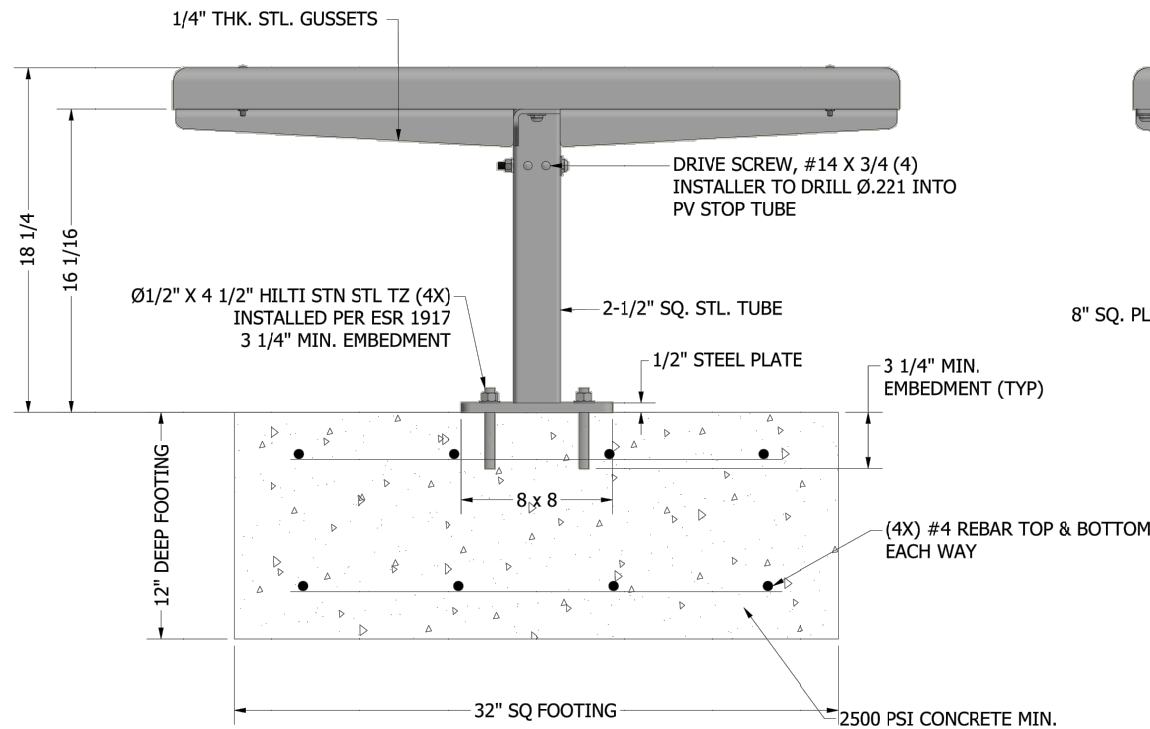


GENERAL NOTES:

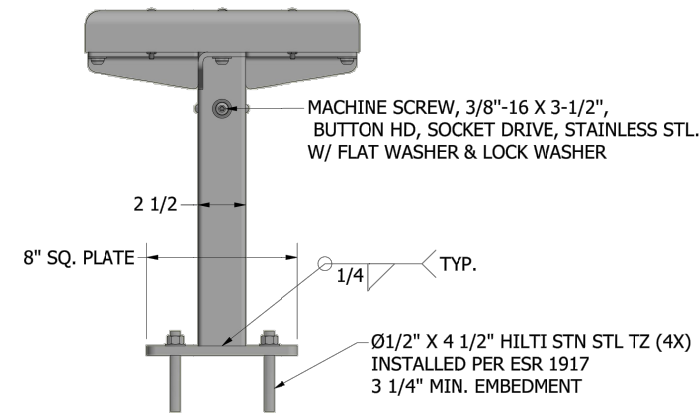
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
8. THE CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS.



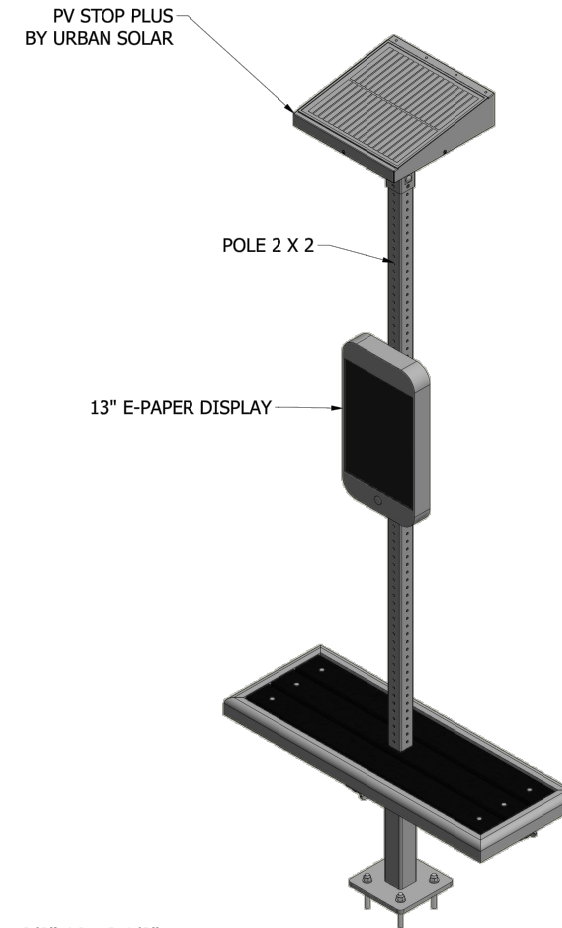
TOP VIEW
SCALE 2"=1'-0"



FRONT VIEW
SCALE 2"=1'-0"



SIDE VIEW
SCALE 2"=1'-0"



THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

		Tolar Manufacturing Company, Inc 258 Mariah Circle, Corona CA. 92879	
DESCRIPTION EURO BENCH W/ PERF (UNI MOUNT)			
CUSTOMER/VENDOR TOLAR STD.		SHEET NO. 1 OF 1	
SIZE C	MATL. VARIES	DWG NO. 33044-05	REV. NO. -
STOCK #:	DATE 8/29/2018	DRAWN BY: RFarr	

3 NEW EURO BENCH DETAIL
NO SCALE

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

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Plotted on: 11/07/23 @ 01:44:24 PM

NO.	REVISIONS	DATE

DESIGNED BY: BZ
DRAWN BY: BZ

PREPARED BY: THE CITY OF EAST PALO ALTO
1960 TATE ST.
EAST PALO ALTO, CA 94303
PHONE (650)853-3100

TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT
CITY OF EAST PALO ALTO, CALIFORNIA
CONSTRUCTION DETAILS

SHEET 12 OF 14

DATE: 11/09/2023
JOB NO.: XXX-XX-XX



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ZONE	REV	DESCRIPTION	DATE	APPROVED

CONFIGURATION A

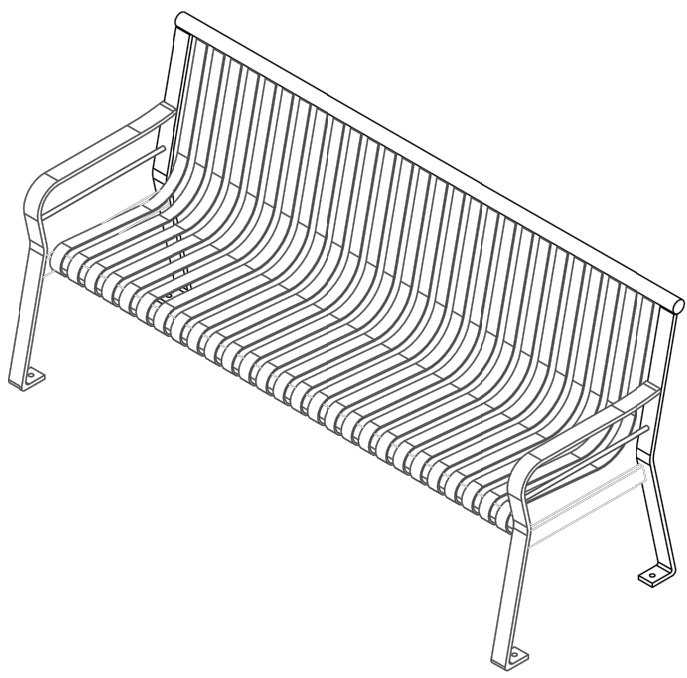
1	PLANT 1
2	PLANT 2

CONFIGURATION B -- ANCHORS

0	NO ANCHORS
1	1/2" X 3 3/4" SUP-R ANCHORS, ZINC
2	1/2" X 3 3/4" SUP-R ANCHORS, STN STL
3	1/2" X 4 1/4" SUP-R ANCHORS, ZINC
4	1/2" X 4 1/4" SUP-R ANCHORS, STN STL
5	1/2" X 3 3/4" HILTI TZ ANCHORS, ZINC
6	1/2" X 3 3/4" HILTI TZ ANCHORS, STN STL
7	1/2" X 4 1/2" HILTI TZ ANCHORS, ZINC
8	1/2" X 4 1/2" HILTI TZ ANCHORS, STN STL
9	SPECIAL -- SPECIFIED ON SALES ORDER

CONFIGURATION C -- FINISH

0	NONE
1	STANDARD POWDER COAT
2	STANDARD POWDER COAT WITH CLEAR COAT
3	PREMIUM POWDER COAT
4	PREMIUM POWDER COAT WITH CLEAR COAT
5	TBD
6	TBD
7	TBD
8	TBD
9	SPECIAL -- SPECIFIED ON SALES ORDER



EXAMPLE: 1 2 9 1 5 - 1 1 1

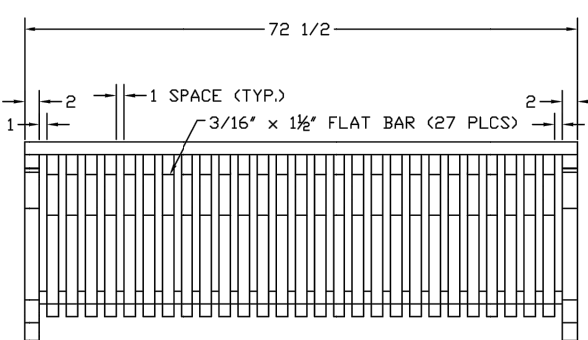
DRAWING NUMBER CONFIGURATION A
 CONFIGURATION B
 CONFIGURATION C

TOLAR Manufacturing Company, Inc
 258 Mariah Circle, Corona, CA 92879
 DESCRIPTION: BENCH, 6' STRAP BACK W/NO VAGRANT
 MATERIAL: STEEL
 DATE: 06/15/10
 DWG NO: 12915
 REV: EM

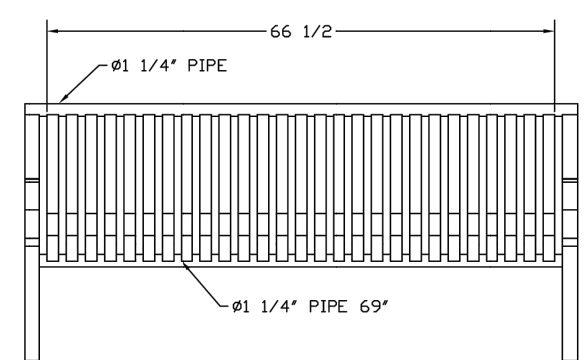
SHEET 1 OF 2

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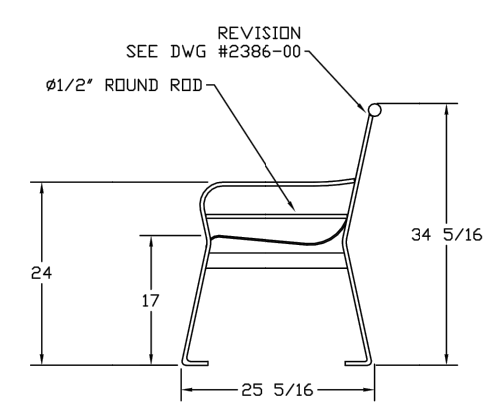
ZONE	REV	DESCRIPTION	DATE	APPROVED



TOP VIEW



FRONT VIEW



END VIEW

1/2" x 2" FLAT BAR Ø1 1/4" PIPE CAP

Ø1 1/4" PIPE SEE DWG #2386-00 REVISION Ø1/2" ROUND ROD

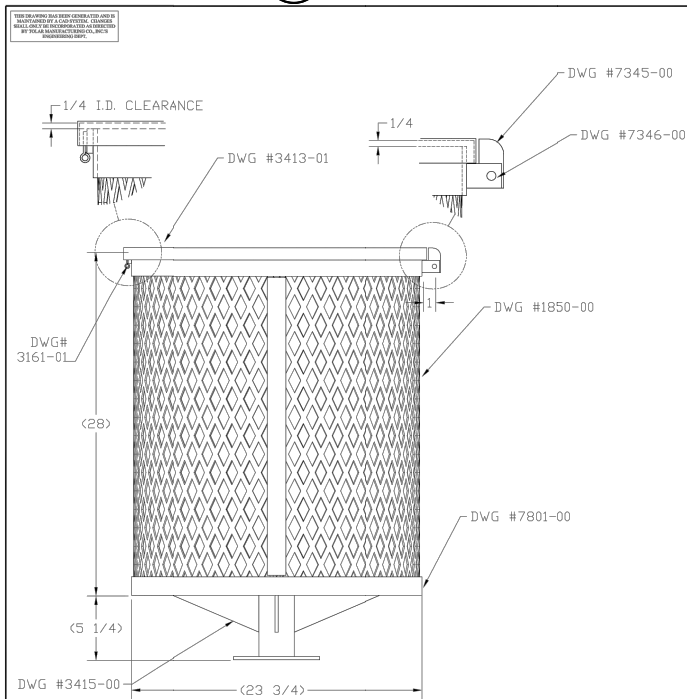
TOLAR Manufacturing Company, Inc
 258 Mariah Circle, Corona, CA 92879
 DESCRIPTION: BENCH, 6' STRAP BACK W/NO VAGRANT
 MATERIAL: STEEL
 DATE: 06/15/10
 DWG NO: 12915-00
 REV: EM

SHEET 2 OF 2

4 NEW BENCH, 6' BACK W/NO VAGRANT DETAIL
 NO SCALE

THIS DRAWING HAS BEEN OPERATED AND IS THE PROPERTY OF TOLAR MANUFACTURING COMPANY. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF TOLAR MANUFACTURING COMPANY.

ZONE	REV	DESCRIPTION	DATE	APPROVED



1/4 I.D. CLEARANCE DWG #7345-00 DWG #7346-00
 DWG #3413-01 DWG #1850-00
 DWG #3161-01 DWG #7801-00
 DWG #3415-00

EXAMPLE: 1 2 7 0 4 - 1 2 1

DRAWING NUMBER CONFIGURATION A
 CONFIGURATION B
 CONFIGURATION C

CONFIGURATION A

1	PLANT 1
2	PLANT 2

CONFIGURATION B -- ANCHORS

0	NO ANCHORS
1	1/2" X 3 3/4" SUP-R ANCHORS, ZINC
2	1/2" X 3 3/4" SUP-R ANCHORS, STN STL
3	1/2" X 4 1/4" SUP-R ANCHORS, ZINC
4	1/2" X 4 1/4" SUP-R ANCHORS, STN STL
5	1/2" X 3 3/4" HILTI TZ ANCHORS, ZINC
6	1/2" X 3 3/4" HILTI TZ ANCHORS, STN STL
7	1/2" X 4 1/2" HILTI TZ ANCHORS, ZINC
8	1/2" X 4 1/2" HILTI TZ ANCHORS, STN STL
9	SPECIAL -- SPECIFIED ON SALES ORDER

CONFIGURATION C -- FINISH

0	NONE
1	STANDARD POWDER COAT
2	STANDARD POWDER COAT WITH CLEAR COAT
3	PREMIUM POWDER COAT
4	PREMIUM POWDER COAT WITH CLEAR COAT
5	TBD
6	TBD
7	TBD
8	TBD
9	SPECIAL -- SPECIFIED ON SALES ORDER

TOLAR Manufacturing Company, Inc
 258 Mariah Circle, Corona, CA 92879
 DESCRIPTION: TRASH CAN, 32 GAL EXP METAL
 MATERIAL: STEEL
 DATE: 5/13/10
 DWG NO: 12704
 REV: MM

5 TRASH CAN, 32 GAL EXP DETAIL
 NO SCALE



FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

NO.	REVISIONS	DATE

DESIGNED BY: BZ
 DRAWN BY: BZ

PREPARED BY: THE CITY OF EAST PALO ALTO
 1960 TATE ST.
 EAST PALO ALTO, CA 94303
 PHONE (650)853-3100

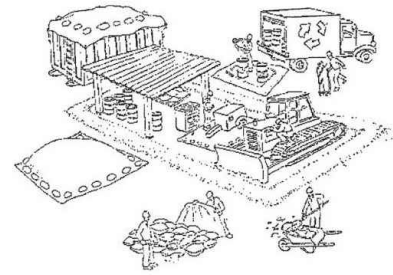
TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT OF EAST PALO ALTO, CALIFORNIA
 CITY CONSTRUCTION DETAILS

SHEET 13 OF 14

DATE: 11/09/2023
 JOB NO.: XXX-XX-XX



Pollution Prevention - It's Part of the Plan



Make sure your crews and subs do the job right!

Runoff from streets and other paved areas is a major source of pollution and damage to creeks and the San Francisco Bay. Construction activities can directly affect the health of creeks and the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines and the project specifications will ensure your compliance with County of Alameda requirements.

Materials storage & spill cleanup

Non-hazardous materials management

- ✓ Sand, dirt, and similar materials must be stored at least 10 feet (3 meters) from catch basins. All construction material must be covered with a tarp and contained with a perimeter control during wet weather or when rain is forecasted or when not actively being used within 14 days.
- ✓ Use (but don't overuse) reclaimed water for dust control as needed.
- ✓ Sweep or vacuum streets and other paved areas daily. Do not wash down streets or work areas with water!
- ✓ Recycle all asphalt, concrete, and aggregate base material from demolition activities. Comply with Alameda County Ordinances for recycling construction materials, wood, gyp board, pipe, etc.
- ✓ Check dumpsters regularly for leaks and to make sure they are not overfilled. Repair or replace leaking dumpsters promptly.
- ✓ Cover all dumpsters with a tarp at the end of every work day or during wet weather.

Hazardous materials management

- ✓ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state, and federal regulations.
- ✓ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecasted.
- ✓ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecasted within 24 hours.
- ✓ Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- ✓ Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- ✓ When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- ✓ Dispose of all containment and cleanup materials properly.
- ✓ Report any hazardous materials spills immediately! Dial 911 or Alameda County Public Works Agency dispatch at (510) 670-5500

Construction Entrances and Perimeter

- ✓ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ✓ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking.

Vehicle and equipment maintenance & cleaning

- ✓ Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ✓ Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- ✓ If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or creeks.
- ✓ Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.



Earthwork & contaminated soils

- ✓ Keep excavated soil on the site where it will not collect in the street.
- ✓ Transfer to dump trucks should take place on the site, not in the street.
- ✓ Use fiber rolls, silt fences, or other control measures to minimize the flow of silt off the site.

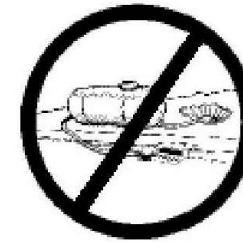


- ✓ Earth moving activities are only allowed during dry weather by permit and as approved by the County Inspector in the Field.
- ✓ Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- ✓ If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place fiber rolls down-slope until soil is secure.

- ✓ If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call the Engineer for help in determining what should be done, and manage disposal of contaminated soil according to their instructions.

Dewatering operations

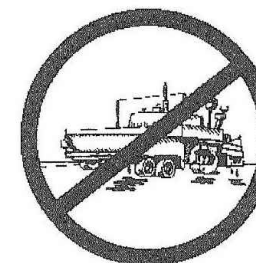
- ✓ Effectively manage all run-on, all runoff within the site, and all runoff that discharges from the site. Run-on from off site shall be directed away from all disturbed areas or shall collectively be in compliance.
- ✓ Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- ✓ Be sure to notify and obtain approval from the Engineer before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ✓ In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the Engineer to determine what testing is required and how to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.



Saw cutting

- ✓ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or sand/gravel bags to keep slurry out of the storm drain system.
- ✓ Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ✓ If saw cut slurry enters a catch basin, clean it up immediately.

Paving/asphalt work



- ✓ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- ✓ Protect gutters, ditches, and drainage courses with sand/gravel bags, or earthen berms.
- ✓ Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- ✓ Do not use water to wash down fresh asphalt concrete pavement.

Concrete, grout, and mortar storage & waste disposal

- ✓ Store concrete, grout, and mortar under cover, on pallets, and away from drainage areas. These materials must never reach a storm drain.
- ✓ Wash out concrete equipment/trucks off-site or into contained washout areas that will not allow discharge of wash water onto the underlying soil or onto the surrounding areas.
- ✓ Collect the wash water from washing exposed aggregate concrete and remove it for appropriate disposal off site.



Painting

- ✓ Never rinse paint brushes or materials in a gutter or street!
- ✓ Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink.
- ✓ Paint out excess oil-based paint before cleaning brushes in thinner.
- ✓ Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.



Landscape Materials

- ✓ Contain, cover, and store on pallets all stockpiled landscape materials (mulch, compost, fertilizers, etc.) during wet weather or when rain is forecasted or when not actively being used within 14 days.
- ✓ Discontinue the application of any erodible landscape material within 2 days of forecasted rain and during wet weather.

Storm drain polluters may be liable for fines of \$10,000 or more per day!

For references and more detailed information:
www.cleanwaterprogram.org
www.cabmphandbooks.com



NO.	REVISIONS	DATE

DESIGNED BY: BZ
 DRAWN BY: BZ

PREPARED BY: THE CITY OF EAST PALO ALTO
 1960 TATE ST.
 EAST PALO ALTO, CA 94303
 PHONE (650)853-3100

TITLE: EAST PALO ALTO BUS STOP SHELTERS REPLACEMENT & IMPROVEMENT PROJECT
 CITY OF EAST PALO ALTO, CALIFORNIA
 CONSTRUCTION DETAILS

SHEET 14 of 14

DATE: 11/09/2023
 JOB NO.: XXX-XX-XX





SAN MATEO COUNTYWIDE

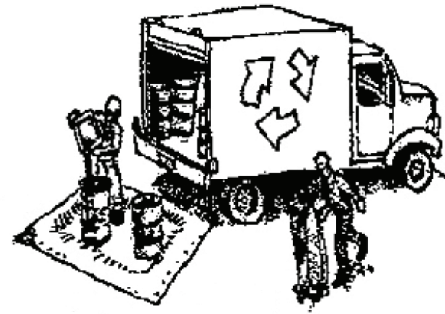
Water Pollution Prevention Program

Clean Water. Healthy Community.

Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ❑ Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ❑ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ❑ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ❑ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



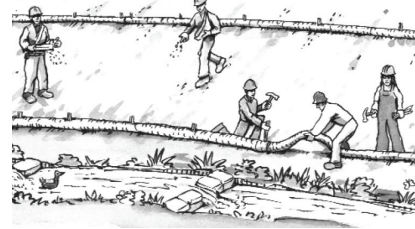
Maintenance and Parking

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving

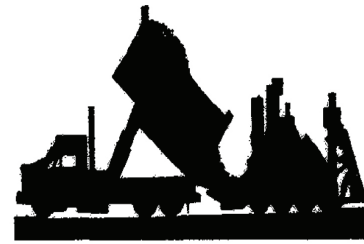


- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Abandoned wells
 - Buried barrels, debris, or trash.

Paving/Asphalt Work



- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

Sawcutting & Asphalt/Concrete Removal

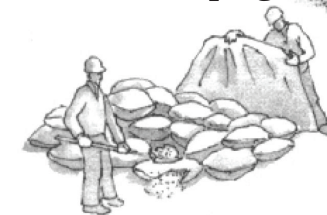
- ❑ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ❑ Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ❑ If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



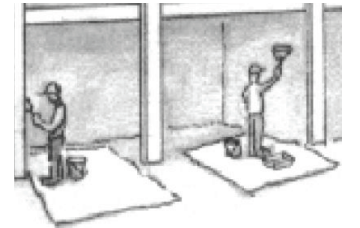
- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping



- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

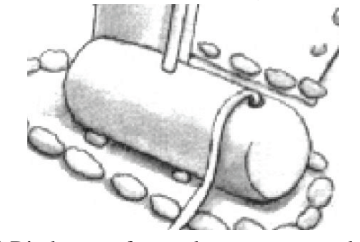
Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!

TECHNICAL SPECIFICATIONS

CITY PROJECT NO. ST-25

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SECTION 100

DEFINITION OF BID ITEMS

PART 1 – GENERAL

The bid item descriptions listed in the Bid Schedule of the proposal are not intended to be exclusive and comprehensive descriptions of all the work categories and scope necessary to complete the project. As such, the Contractor shall determine, segregate and include in his/her pricing for each bid item the cost for furnishing and installing all labor, materials, tools, equipment and other incidentals necessary to complete all of the contract work involved in the project, as described by the Contract Documents, complete in place.

Unless otherwise noted, estimated quantities on the bid schedule are believed to be accurate, however, the Contractor should self-verify the quantities as it relates to ordering sufficient material and scheduling work. Actual field measured quantities, complete in place, not the quantities listed in the bid schedule, will govern final payment.

PART 2 - BID ITEM DESCRIPTIONS

2.01 Mobilization. The contract price paid for Mobilization includes full compensation for the work required and necessary for Mobilization specified in Technical Specifications Section 102, "Mobilization".

Mobilization will be paid by lump sum in accordance with the California Public Contract Code. The contract lump sum price for Mobilization shall not exceed five percent (5%) of the total base bid. Any amount excess of 5% of the total base bid shall be paid as part of the final payment.

2.02 Progress Schedule (Critical Path Method). The contract price paid for Progress Schedule (Critical Path Method) includes full compensation for the work required and necessary to perform the progress schedule work specified in Technical Specifications Section 101, "General Requirements," including all necessary submittals.

Contractor will be due 33% of the contract price for Progress Schedule (Critical Path Method) after the approval of the baseline schedule. The remainder of the contract price will be evenly divided over the remaining progress payments.

2.03 Traffic Control. The contract price paid for Traffic Control includes full compensation for work required to implement and perform traffic control as specified in Technical Specifications Section 103, "Traffic Control", including all necessary submittals, materials, implementation, and maintenance of the approved traffic control plans for all work in construction zones throughout the duration of the project.

Traffic Control will be paid by lump sum. Progress payments will be based on the percentage of traffic control work completed.

2.04 Stormwater Pollution Prevention. The contract price paid for Stormwater Pollution Prevention includes full compensation for performing the work required and necessary to implement and perform Stormwater Pollution Prevention as specified in Section 104, "Stormwater Pollution Prevention" of these Technical Specifications. The contract price shall include performing all the work necessary to prepare and implementing the Water Pollution Control Plan, and furnish, install and maintain all best management practices for the duration of the project in accordance with City and State standards, and as directed by the Engineer. This work includes all construction activities necessary to prevent construction dust and debris from leaving the site, including entering the storm drain system. The work includes furnishing, installing, and maintaining temporary drainage inlet protection and fiber rolls; street sweeping; and removing dirt, debris, and materials from the site at the completion of the project.

Stormwater Pollution Prevention will be paid by lump sum. Progress payments will be based on the percentage of stormwater pollution prevention completed.

2.05 General Utility Potholing. The contract price for paid for General Utility Potholing (if any) includes full compensation for the required and necessary general utility potholing work specified in Technical Specifications Section 101, “General Requirements.”

General Utility Potholing will be paid by lump sum. Progress payments will be based on the percentage of general utility potholing completed.

2.06 Remove Concrete. The contract price for “Remove Concrete” includes full compensation for required and necessary concrete removal work specified in Technical Specifications and shown on the plans, including saw cutting.

Sidewalk is removed to score lines so more concrete removal may be required at the existing sidewalk than shown on the plans.

Remove concrete shall be paid by square foot. Progress payments will be based on the percentage of concrete removal completed.

2.06 Remove Curb and Gutter (C&G). The contract price for “Remove Curb and Gutter” includes full compensation for required and necessary C&G removal work specified in Technical Specifications and shown on the plans, including saw cutting.

Remove C&G shall be paid by shall be paid by linear foot.

2.07 Remove and Dispose Ex. Bus Shelter. The contract price paid for “Remove and Dispose Ex. Bus Shelter” includes full compensation for required and necessary removal work specified in Technical Specifications and shown on the plans.

Remove and Dispose Ex. Bus Shelters will be paid by each. Progress payments will compensated on the quantity of removed Bus Shelters.

2.08 Remove and Replace Bus Stop Sign. The contract price paid for “Remove and Replace Bus Stop Sign” includes full compensation for furnishing a replacement sign, required by the Engineer. Replacement sign will be paid by each. Progress payments for replacement sign will be paid based on the number of signs furnished.

2.09 Shuttle Stop Sign on Shelter. The contract price paid for “Shuttle Stop Sign on Shelter” includes full compensation for furnishing a sign, required by the Engineer, specified in the Technical Specifications

Furnishing sign will be paid by each. Progress payments for replacement sign will be paid based on the number of signs furnished.

2.10 New Tolar Bus Shuttle. The contract price paid for “New Bus Shelter” includes full compensation for furnishing a sign, required by the Engineer. Furnishing New Bus Shelter will be paid by each. Progress payments for replacement sign will be paid based on the number of shelters furnished.

2.11 Trash Can 32 Gallon Exp. Metal. The contract price paid for “Trash Can 32 Gallon Exp. Metal” includes full compensation for furnishing a sign, required by the Engineer, specified in the Technical Specifications.

Furnishing Trash Cans will be paid by each. Progress payments for replacement sign will be paid based on the number of cans furnished.

2.12 Euro Bench (Tolar). The contract price paid for “Euro Bench (Tolar)” includes full compensation for furnishing a sign, required by the Engineer, specified in the Technical Specifications.

Furnishing Euro Bench will be paid by each. Progress payments for replacement sign will be paid based

on the number of benches furnished.

2.13 Bench - 6' Strap Back W/O Vagrant (Tolar). The contract price paid for “Bench - 6' Strap Back W/O Vagrant (Tolar)” includes full compensation for furnishing a sign, required by the Engineer, specified in the Technical Specifications.

Furnishing Bench will be paid by each. Progress payments for replacement sign will be paid based on the number of benches furnished.

2.14 Curb Ramp. The contract price paid for “Curb Ramp” includes full compensation for required and necessary concrete curb ramp work specified in the Technical Specification, shown of the plans, and Caltrans Standard details, including ramp, retaining curbs, detectable warning surface, curb and gutter.

Concrete curb ramp will be paid by each. Progress payments will be paid based on the concrete curb ramp complete in place.

Only ramps with detectible warning bands will be paid under this item.

2.15 Concrete Curb and Gutter Type D-3. The contract price paid for “Concrete Curb and Gutter Type D-3” includes full compensation for required and necessary concrete curb and gutter work specified in the Technical Specifications and shown on the plans.

Concrete curb and gutter will be paid by linear feet. Progress payments will be paid based on the concrete curb ramp complete in place.

2.16 Concrete Sidewalk Type D-3. The contract price for “Concrete Sidewalk Type D-3” includes full compensation for the required and necessary concrete sidewalk work as specified in the Technical Specifications Section 105, “Concrete Improvements” and shown on the plans including grading, preparing subgrade, constructing thickened slab at back of sidewalk and conforming to existing grade at back of walk.

Concrete sidewalk will be paid by square foot. Progress payments will be paid based on the square feet on concrete sidewalk complete in place.

2.17 Driveway (Type D-1). The contract price for paid for Driveway (Type D-1) includes full compensation for the required and necessary driveway (type D-1) work specified in Technical Specifications Section 105, “Concrete Improvements,” including grading, preparing subgrade, thickened slab at the back of the sidewalk, and constructing a smooth transition (conforming) from the back of walk to the existing driveways.

Driveway (Type D-1) will be paid by square foot. Progress payments will be based on driveway been completed in place.

2.18 Miscellaneous Concrete (PCC Bus Shelter Pad). The contract price for “Miscellaneous Concrete(PCC Bus Shelter Pad)” includes full compensation for required and necessary miscellaneous concrete work specified in Section 1.05, “Concrete Improvements”

Miscellaneous concrete shall be paid by square foot. Progress payments will be based on the percentage of miscellaneous concrete complete in place.

2.19 Class II Aggregate Base. The contract price paid for “Class II Aggregate Base” includes full compensation for required and necessary work specified in the Technical Specification and shown of the plans.

Class II Aggregate Base will be paid by cubic yard. Progress payments will be paid based on the PCC Bus Shelter Pad completed in place.

END OF SECTION 100

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SECTION 101

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL

All work shall conform to the applicable provisions of the San Mateo County Standard Specifications and Details, the latest State of California, California Manual on Uniform Traffic Control Devices (MUTCD), Department of Transportation, Standard Plans and Standard Specifications, and the project plans and specifications.

No work shall be performed on Saturdays and Sundays for the duration of this project unless a variance is approved by the City.

Implementation of Construction Best Management Practices (BMPs) will be required for this project.

1.2 WORK ON PALO ALTO PARK MUTUAL WATER COMPANY'S WATER FACILITIES

Work on the Palo Alto Park Mutual Water Company water facilities shall conform to the requirements in the Palo Alto Park Water Company, Standard Specifications & Details for Water Main Installation.

1.3 PROJECT SITE MAINTENANCE

Throughout all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. The Contractor shall furnish and operate a self-loading motor sweeper at least once at the end of each shift for the entire project limits for the purpose of keeping paved areas acceptably.

Dust control shall consist of applying either water or dust palliative, or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right of way, shall be controlled by the Contractor in conformance with the provisions in Section 7, "Legal Relations and Responsibility to the Public" of the State Standard Specifications. Water shall be applied as provided in Section 17 "Clearing and Grubbing" and dust palliative shall conform to and be applied as provided in Section 18 "Dust Palliative" of the State Standard Specifications.

Excess excavated materials from any source shall be removed from the site immediately. Forms and lumber shall be removed the day of form removal. Materials and equipment shall be removed from the site as soon as they are no longer necessary.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement areas shall be swept with a street sweeper immediately prior to the final inspection. All concrete areas shall be broom cleaned. All topsoil areas shall be raked. All cleanup costs shall be included in the Contractor's bid. In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

The Contractor is advised that the disposal of solid waste sewage, industrial waste or other polluted waters into public storm drain system is prohibited under East of Palo Alto Municipal Code and under California State Fish & Game Code Section 5650. Any fines or penalties levied against the

Contractor for violation of the above and related regulation are the sole responsibility of the Contractor.

1.4 SANITARY FACILITIES

The Contractor shall provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation. All toilets shall be removed from the right of way at the end of each shift unless the located in the staging area described below.

1.5 STAGING & STORING

The Contractor shall store all equipment and materials in a manner which does not interfere with public right of way. When not actively working in the right-of-way, Contractor shall not park equipment or vehicles or store materials in the public right of way, unless authorized by the Engineer in writing.

Contractor shall install a six-foot high temporary chain link fence with green mesh screening material so the area inside the fence is not visible to the public. No fencing shall be installed within 10 feet of the fire hydrant. Contractor is required to post no-parking signs in advance of utilizing the area, as described elsewhere in the specifications.

Contractor may make arrangements with local property owners for temporary staging areas; however, the location shall first be brought to the attention of the Engineer for approval. Contractor will also be required to provide proof in writing from the property owner that the Property is allowed for use as a temporary staging area.

Contractor shall take adequate measures to secure all equipment and materials at the staging area after the completion of work each day. The City will not be responsible for any damage or loss incurred on Contractor's equipment or materials.

1.6 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way or on adjacent private property which are not designated for removal, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at least better than the existing improvements and shall match them in finish and dimension to the satisfaction of the Engineer.

1.7 PRE-CONSTRUCTION DOCUMENTATION

Contractor shall submit a video on DVD of the construction area prior to beginning work. This video shall be the existing condition record of the job site. The taping shall be done by the Contractor and a copy of the DVD shall be furnished to the Project Inspector at the beginning of the Work. The Project Inspector may participate during the videotaping task. Contractor shall provide a written log noting defects or irregularities in the existing pavement area.

1.8 PUBLIC NOTIFICATION AND OUTREACH

Two weeks prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants and other applicable parties. Notice shall be given for general construction activity in an area as well as specific activities that will, in anyway, inconvenience residents/property owners/tenants or affect their operations or access to their

property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the City's Project Engineer.

A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

The Contractor shall contact and coordinate the work with the following, but not limited to, parties. Two-week notification shall also be given to adjacent properties prior to beginning any work.

1.9 COORDINATION WITH OTHER PROJECTS

Contractor shall coordinate its operations with the other projects to avoid conflicts between projects.

The East Palo Alto Sanitary District, PG&E gas, and AT&T have and will have projects within the project limits.

1.10 TESTING AND SAMPLING

- A. Work shall include the Sampling & Testing of construction methods and installed materials, to determine compliance with contract requirements of installed conditions of base repairs - digouts, and hot mix asphalt paving. Sampling and testing shall be performed when required by the specifications.
- B. Sampling & testing shall also be in conformance with Section 39 of the State Standard Specifications.
- C. Testing shall be undertaken by **an independent, third party, testing laboratory/contractor** qualified to perform sampling and testing required by this contract. Selection of testing laboratory/contractor shall be approved by the Engineer. Sampling and Testing shall be paid for by the Contractor.
- D. Testing results shall be provided showing actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Test results shall cite applicable specification references and required tests or analytical procedures used. Test results shall be certified by a testing laboratory representative authorized to do so. Report shall have the cover sheet conspicuously stamped in large red letters "CONFORMS" or "DOES NOT CONFORM". If the item(s) fails to conform, the laboratory shall notify the Engineer.

Sampling and testing results shall be submitted daily, within 24 hours of test taking. Tests that require more than 24 hours for processing shall be submitted within 24 hours of completion of test.

Submittal of results 24 hours beyond the completion of lab work shall be subject to \$250 penalty per late submittal.

Complete all required testing identified in Section 39 of the State Standard Specifications.

TREE AND ROOT PROTECTION

Due care shall be taken when working near trees, public or private. For all phases of the work, Contractor is responsible for protecting trees and Contractor will replace any trees judged damaged by the City, unless otherwise noted on the Plans.

Trees situated in a tree well or sidewalk planting strip shall be wrapped with 4 layers of orange plastic fencing as padding from the ground to the first branch with 1-inch-thick wooden slats bound securely on the outside. During installation of the wood slats, caution shall be used to avoid damaging any bark or branches. Major scaffold limbs may also require protection as directed by the Engineer to a height of 12 feet above the ground. Contractor shall make every effort to keep deleterious materials associated with project construction from contacting any part of the trees.

For all phases of work, Contractor shall not cut any roots greater than 2-inches in diameter. When roots greater than 2-inches in diameter are encountered, Contractor shall notify the Engineer and allow 3 business days to cut the roots. No compensation shall be given to the Contractor for any time for the City root cutting. Contractor shall not scrape, skin, or pull on roots. Any root cutting shall be done with clean and sharp blades/tools.

Should tree, root, and/or bush pruning be required to construct the improvements shown on the plans, specified in these Specifications, and as directed by the Engineer, Contractor shall notify the Engineer and allow 3 business days before pruning. All pruning shall be done as directed by the City Arborist and in the presence of the City Arborist.

Contractor shall make every effort to avoid damaging any City owned property, including (roots, trunk and canopy of) City maintained trees. If damages to trees are found to be as part of Contractor negligence, Contractor shall be responsible for as follows:

- a. Contractor will provide full reparation to include: removal of irreparable tree and replacement with similar approved species. Contractor will perform this work themselves (at Contractor's expense) under supervision of City forestry personnel, and/or,
- b. Contractor will reimburse City for City expenses incurred in the related reparation work, consisting of but not limited to, site inspections, corrective pruning, tree removal, and tree replacement.
- c. Damages shall be graded 1 (minor) through 5 (replacement), as determined by City, with monetary values attached.

1.11 SITE CLEANUP

Payment for work required under the General Requirements shall be included in the prices bid for the individual items of work and no additional compensation will be allowed therefore unless specifically noted otherwise.

In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.

The Contractor is advised that the disposal of solid waste sewage, industrial waste or other polluted waters into public storm drain system is prohibited under East of Palo Alto Municipal Code and under California State Fish & Game Code Section 5650. Any fines or penalties levied against the Contractor for violation of the above and related regulation are the sole responsibility of the Contractor.

1.12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

Since proposed improvements have conflicts with existing underground utility facilities owned by PG&E, Palo Alto Park Mutual Water Company, AT&T and other owners, the Contractor shall coordinate and communicate with these utility owners prior to and during construction regarding these conflicts.

The Contractor shall repair or replace all existing improvements within the right-of-way or on adjacent private property which are not designated for removal or adjustment, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

1.13 CALL UNDERGROUND SERVICE ALERT PRIOR TO EXCAVATING, POTHOLING OR OTHER EARTH DISTURBING ACTIVITIES

Contractor, except in an emergency, shall contact the appropriate regional notification center, Northern California Underground Service Alert at 811 or 1-800-227-2600 or on-line at www.digalert.org at least five working days prior to commencing any excavation and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

1.14 EXISTING MONUMENTS AND BENCHMARKS

All monumental benchmarks, land corners, and triangulation points, established by other surveys, existing within the construction area shall be preserved. If existing monuments interfere with the work, secure written permission before removing them.

1.15 ORDER OF WORK

Work Sequence and Specific Considerations shall include but shall not be limited to the following provisions (i.e., although these requirements are not restated under each individual bid item, they shall be deemed included under each bid item as applicable at no additional cost). The following is a list of general sequences and special considerations for the project:

Contractor shall not mobilize for any other work unless described below or authorized by the Engineer in writing, until 30 working days after all Utility Potholing-Design information described above and the Technical Specifications is provided to the Engineer.

Contractor may establish the staging area; reconstruct fences and/or gates; remove trees concurrently with Utility Potholing – Design work.

1.16 REFERENCES

All references to 'City' in any of the contract documents or referenced standards or publications shall mean the City of East Palo Alto.

All references to 'Engineer' in any of the contract documents or referenced standards or publications shall be the designated representative of the City of East Palo Alto.

1.17 MEASUREMENT AND PAYMENT

Payment for work required under the General Requirements shall be included in the prices bid for the individual items of work and no additional compensation will be allowed therefore unless specifically noted otherwise.

1.18 PROGRESS SCHEDULE (CRITICAL PATH METHOD)

Contractor shall perform the work required by Caltrans Standard Specifications 8-1.02A, "Schedule."

1.19 CONSTRUCTION STAKING AND SURVEYS

Contractor shall furnish all surveying and construction staking required to complete the construction as shown on the plans. Contractor shall indicate the surveying activities within the required project schedules.

All construction staking shall be done under the responsible charge of a Civil Engineer authorized to practice land surveying or a Land Surveyor registered in the State of California, hired by the Contractor.

Stakes shall be installed at 25' intervals or less, unless otherwise permitted by the Engineer.

All stakes shall be clearly marked and copies of cut sheets shall be provided to the City at least two working days in advance of their planned use. This shall in no way relieve the Contractor of the responsibility for assuring final grades, alignments and locations of improvements that conform to the plans.

All official survey monuments or benchmarks shall be carefully preserved. If a monument or benchmark is anticipated to be disturbed, the Contractor shall reference its location and elevation to at least four short ties (set iron pipes) and two copies of the field notes showing the ties shall be presented to the Engineer for review and approval prior to disruption. A Surveyor registered in the State of California shall remark the monuments after construction is complete and file appropriate paperwork with the County Recorder's office.

In cases of accidental damage or displacement of the monuments where, in the opinion of the Engineer, new concrete monuments are required, two copies of the field notes showing new locations, ties and elevations shall be furnished to the Engineer. New monuments shall be of a type and quality in accordance with the San Mateo County Standard Drawings and shall be placed in a manner consistent with good and recognized engineering and surveying practices in accordance with State of California and County of San Mateo regulations. Replacement of monuments disturbed by the Contractor shall be paid for at the Contractor's sole expense.

Construction staking and surveys for line and grade shall be the responsibility of the Contractor.

All work shall conform to Section 5-1.26 "Construction Surveys" of the State Standard Specification.

1.20 GENERAL UTILITY POTHOLING

Prior to any demolition work, Contractor shall pothole all utility mains, services, and laterals within the project site to identify underground utility conflicts. At all times during construction, all operating underground facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.

Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and

that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same.

If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

END OF SECTION 101

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SECTION 102

MOBILIZATION

PART 1 – GENERAL

Mobilization 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, and implementation of environmental commitments described on Local Assistance NEPA Permits & Environmental Commitment Record in Appendix C of these Specifications, and for all other work and operations which must be performed or for costs incurred prior to beginning work and in the course of work on various contract items at the project site.

The Contractor is advised that there may be insufficient area within the construction zone to provide parking, staging for material, and storage of equipment.

PART 2 – MATERIAL AND EQUIPMENT

(None)

PART 3 – EXECUTION

(None)

PART 4 – MEASUREMENT AND PAYMENT

Included in Section 100 of these Technical Specifications.

END OF SECTION 102

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SECTION 103

TRAFFIC CONTROL

PART 1 – GENERAL

Work shall consist of providing for safe movement of vehicular, bicycle and pedestrian traffic, including persons with disabilities in accordance with the Americans with Disabilities Act (ADA), and traffic control, and construction and equipment staging as described on Local Assistance NEPA Permits and Environmental Commitment Record in Appendix C of these Specifications, through and around construction operations. Traffic control requirements set forth herein are the minimum requirements imposed. The Contractor shall be solely responsible for providing all protective measures necessary.

Should the Contractor fail, in the opinion of the Engineer, to provide all the materials, work force and equipment necessary to maintain traffic around the work area as set forth herein, the City, upon the recommendations of the Engineer, may take steps necessary to suspend the work. The City may then upon such suspension, perform such work as may be necessary to maintain traffic and charge all associated costs to the Contractor.

Work shall also include submitting a traffic control, construction (equipment and material) staging, and construction phasing plans prepared for each phase of construction for review.

1.02 REFERENCES

The Contractor shall comply with the latest edition of the “Work Area Traffic Control Handbook” published by Building News Inc.; the “California Manual of Uniform Traffic Control Devices (CA MUTCD), Part 6, “Temporary Traffic Control”, hereinafter referred to as the Traffic Control Manual; and the State Standard Plans and Specifications, California Department of Transportation, latest edition, for items related to traffic control within the work area.

1.03 SUBMITTALS

A. TRAFFIC CONTROL PLAN

At least 15 working days prior to start of work, the Contractor shall submit a traffic control plan describing how traffic control will be achieved during the life of the project, prepared by a traffic engineer or registered civil engineer for approval prior to commencing work. The plans shall be in accordance with the Standard Plans and Specifications and the CA MUTCD on scaled drawings showing required signs, traffic control devices and flaggers for each situation anticipated to be encountered, i.e., intersections, mid-block, etc. both during working and non-working hours.

The traffic control plan shall provide a detailed approach for controlling traffic through the construction zone and for any proposed detours. The traffic control plan shall designate truck routes, where all vehicles exceeding 12,000 pounds gross weight hauling materials to or from the job site shall follow the established truck route streets to the closest point of the job site. The traffic control plan shall also be directed to the regulation and protection of pedestrian traffic including pedestrians, bicyclists, joggers, skaters, skateboarders, etc.

Once approved, the Contractor may modify the Traffic Control Plan only with permission from the Engineer.

CONSTRUCTION (EQUIPMENT AND MATERIAL) STAGING / FACILITIES

Staging of equipment and material shall be proposed and secured by the Contractor and approved

by the Engineer. Contractor may not occupy any property outside of the right-of-way as shown on the plans.

At least 15 working days prior to start of work, the Contractor shall submit a construction (equipment) staging plan for approval prior to commencing work.

B. CONSTRUCTION PHASING PLAN

At least 15 working days prior to start of work, the Contractor shall submit a construction phasing plan for approval prior to commencing work. The plans shall be in accordance with the Standard Plans and Specifications and the CA MUTCD on scaled drawings showing required signs, traffic control devices and flaggers for each situation anticipated to be encountered during working and non-working hours.

The construction phasing plan shall provide a detailed approach for controlling traffic through the construction zone for each stage or portion of the work. It shall show traffic control devices and signage necessary for phased construction or modifications to existing lane configurations.

Once approved, the Contractor may modify the Construction Phasing Plan only with permission from the Engineer.

Construction phasing plan shall be limited to not more than one block and one side of the road at a time or not more than 1000 feet and one side of the road at a time in order to minimize pedestrian traffic interruption. Contractor shall also practice same measures for concrete work associated to sidewalk construction.

PART 2 – MATERIAL AND EQUIPMENT

2.01 TRAFFIC CONTROL DEVICES

Traffic control devices shall conform to the CA MUTCD. Temporary warning signs in the construction area shall have a black legend and border on an orange background. The color of other signs shall follow the standard for all highway signs.

Cones and delineators shall consist of cylindrical or cone shaped plastic devices, 18 inches to 48 inches in height. Cones or delineators shall have a flexible base of suitable weight, which will ensure stability.

Barricades shall be Type I, Type II or Type III as set forth in the Standard Plans and Specifications, and the CA MUTCD. Barricades used during hours of darkness shall be equipped with flashers.

Traffic control devices shall include a minimum of two (2) "Expect Delays" portable changeable message signs (CMS), to be placed at locations approved by the Engineer at least 7 days before the state of construction.

PART 3 – EXECUTION

3.01 PLACEMENT, MAINTENANCE AND REMOVAL OF TRAFFIC CONTROL DEVICES

Proper traffic movement through the work area depends upon the driver controlling and directing his/her vehicle properly under unexpected situations. The Contractor shall advise the public of such conditions through the use of signs, flaggers, pavement markings, barricades, lights, cones and delineators.

Whenever construction operations obstruct the flow of vehicular or pedestrian traffic or present a hazard to vehicles or pedestrians in the vicinity of construction operations, the Contractor shall take

appropriate action to warn, detour, protect and separate drivers and pedestrians from the work area and to direct them to alternate routes.

No one standard sequence of signs or control devices will suit all conditions, which may result from construction operations. Even for the same work the conditions may vary from hour to hour, requiring adjustment and revision of the traffic control program in effect. It is the Contractor's responsibility to adjust his /her traffic control based on the location and situation of the street.

No work may begin at any location until traffic control devices have been placed and if required, adjusted, and revised.

The Contractor shall furnish, install, maintain, and remove at his expense all barricades, signs, lights, or other devices in sufficient quantities necessary to adequately warn of any obstructions to the vehicular or pedestrian travel way. Flaggers shall be provided as necessary for the safety of pedestrians and vehicular traffic and to provide access to properties adjacent to the work.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions of Section 7-1.04, "Public Safety", of the State Standard Specifications. If any component in the traffic control system is displaced or ceases to operate or function as intended, the Contractor shall immediately repair or replace the component and restore it to its original location.

At the end of each workday, the Contractor shall remove all components of the traffic control system, except portable delineators placed along a pavement elevation differential, or as required by the Engineer.

Construction area signs shall be furnished, installed, and maintained by the Contractor. The term "Construction Area Signs" shall also include temporary object markers and portable delineators required for the direction of public traffic through or around the work area during construction. After construction area signs are no longer required, they shall be removed.

3.02 COORDINATION WITH OTHERS

It is the responsibility of the Contractor to install and coordinate the traffic control plan with other contractors and utility companies working on adjacent roadways, businesses, and homes to avoid delays and conflicts to other projects (if any) and this project.

It is the responsibility of the Contractor to coordinate any and all communications with impacted utility companies prior and during construction.

3.03 LIMITATION ON WORKING HOURS

Contractor shall only implement traffic control and restrictions within the area that is estimated to be between 8:00 AM to 5:00 P.M, unless otherwise indicated or authorized by the Engineer. If night work is necessary, Contractor shall submit a request in writing to the Engineer at least two weeks in advance. Written request must highlight closest intersections that need to be on flashing red, start and end time of flashing red and dates. Notify the residents and businesses at least 48 hours prior to any construction during nighttime if approved by the Engineer. No extra pay or premium pay will be allowed for night work.

3.04 ACCESS TO PRIVATE PROPERTY

When construction work occurs within the City's right-of-way, provisions shall be made for the safe passage of vehicular and pedestrian traffic around the work area at all times.

Access to private residences and businesses shall be maintained at all times. When private driveways and entrances must be blocked for the work, Contractor shall make every effort to minimize the time it takes to complete such work, and shall notify the occupants/business owners and the City of the required access closures in accordance with Section 7-1.03 of the State Standard Specifications.

Before obstructing any private driveway entrance on public streets with equipment or other barriers, for any prolonged period, the Contractor shall notify the occupants of the property to allow for the removal of vehicles in accordance with the Section 3.10, "Parking Restrictions".

Contractor shall provide and maintain pedestrian access to and from the property with blocked access. During non-working hours, no driveway, house, or parking lot shall be denied access to a public roadway.

3.05 ROAD CLOSURES AND DETOURS

The contractor is required to keep one lane open in each direction of travel, at all times during construction except at Full-Depth Reclamation segment of roadway. The Contractor will be required to show how this requirement will be adhered to and implemented in the Construction Phasing and Traffic Control Plans required under Section 12-4 "Maintaining Traffic" of the State Standard Specifications.

Street closures will not be permitted.

The Contractor shall establish and maintain detours where applicable and conduct his construction operations in such a manner so as to minimize the hazard, inconvenience and disruption to the public. The Contractor shall direct and detour traffic through, around and adjacent to construction operations, as specified herein or in accordance with approved traffic control plans.

3.06 EMERGENCY VEHICLE ACCESS THROUGH DETOURS

During all detours the Contractor shall provide for the movement of emergency vehicles through the work area. When temporary traffic control is provided by flaggers they shall be instructed to give immediate passage to emergency vehicles that have activated their lights or sirens.

3.07 FLAGGERS

The Contractor shall employ flaggers as required for each specific detour and at all locations on the construction site where barricades and warning signs cannot control the movement of traffic. Where flaggers are required, they shall be logically placed in relation to the equipment or operation so as to give adequate warning and shall be placed in accordance with the Contract Documents, the CA MUTCD, and the approved Traffic Control Plan.

Flaggers shall utilize high-visibility, reflective safety apparel and hand-paddle signs at all times. Provide flaggers with two-way radios for communication when necessary. Red flags shall only be used for traffic control in emergency situations.

The Contractor shall pay fully the cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic.

3.08 NOTICE TO AGENCIES

The Contractor shall be responsible for keeping all affected agencies, businesses and residents informed of restrictions or limitations to either public or private roads caused by his operations, including but not limited to the City Police and Fire Departments, US Postal Service, Transit

Services and Garbage Companies.

3.09 TRAFFIC CONTROL DURING NON-WORKING DAYS AND HOURS

The full width on the traveled way shall be open for public use on non-working days and hours, which are to be defined as Saturdays, Sundays, designated City holidays, after 3:00 p.m. on Fridays, the day preceding designated legal holidays, and when construction operations are not actively in progress.

The Contractor shall not be permitted to maintain any lane or road closure during non-working days and hours without first obtaining written approval of the Engineer. As necessary, the Contractor shall restore travel lanes to their original alignment and configuration by means of backfilling and placing temporary pavement or bridging with steel plates.

The fact that rain or other causes may force suspension or delay of the work shall not relieve the Contractor of his responsibility for maintaining traffic around the project and providing access as specified herein. The Contractor shall at all times keep on the job such materials and equipment as may be necessary to keep streets and driveways within the project area open to traffic and in good repair.

The work site shall be cleaned each day, to the satisfaction of the Engineer. Daily traffic control shall continue to remain in place until cleanup activities have been satisfactorily completed and the Contractor's equipment has been removed from the traveled way.

3.10 PARKING RESTRICTIONS

Contractor shall furnish and distribute written notices to area residents and businesses in accordance with Section 7-1.03 "Public Convenience" of the State Standard Specifications.

The Contractor shall furnish and install "No Parking, Tow-Away" signs on the front and back of Type II barricade at least 72-hours prior to starting construction work in that area. Barricades shall be placed at distances along the roadway of no greater than 100-feet.

Should the construction work not occur on the specified day, new "No Parking – Tow Away" signs shall be posted by the Contractor indicating a revised date. The Contractor may schedule work for the following working day, however, the "No Parking, Tow-Away" signs must be dated and re-posted 72-hours in advance for the restriction to be enforceable.

PART 4 – MEASUREMENT AND PAYMENT

Included in Section 100 of these Technical Specifications.

END OF SECTION 103

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SECTION 104

STORMWATER POLLUTION PREVENTION

PART 1 – GENERAL

- A. Prohibit illicit discharge (non-rainwater) into the storm drain system.
- B. Construct any and all necessary systems to eliminate contaminants from entering the storm water system.
- C. Clean up and control of work site materials, spoils and debris.
- D. Removal of contaminants produced by the project.
- E. The work shall include the provision of all labor, materials, equipment and apparatus not specifically mentioned herein or noted on the plans, but which are incidental and necessary to complete the work specified.

1.02 APPLICABLE PUBLICATIONS

National Pollution Discharge Elimination system (NPDES) Permit No. CAS612008 – latest version

California Storm Water Best Management Practice Handbooks:

- 1. Municipal
- 2. Industrial/Commercial
- 3. Construction Activity

C.3 Stormwater Technical Guidance Ver 5.0, June 2016 or the latest version.

California State Water Resources Control Board, Construction General Permit CAS000002 Order No. 2010-0014 DWQ (for sites greater than one acre).

Section 13 “Water Pollution Control” of the State Standard Specifications.

1.03 QUALITY ASSURANCE

The Contractor shall designate an individual (to be approved by the City) available at all times of sufficient authority to halt work and implement BMPs and source control measures for the Contractor and all sub-contractors, suppliers, and other personnel that may be at the construction site(s), to prevent non-stormwater discharges from the construction site(s). This individual shall be the contact person for all matters of the project regarding non-stormwater discharges.

All work performed under this contract and all contractors and their associates and/or employees are required to comply with all applicable storm water regulations and to implement Best Management Practices (BMP's) at all times.

All employees and subcontractors shall be trained on the storm water pollution prevention requirements contained in these specifications. Training records shall be submitted to the City along with requests for progress payment.

A supply of spill clean-up materials such as rags or absorbents shall be kept readily accessible on-site.

1.04 ALLOWABLE DISCHARGES

Under current NPDES regulations, the following discharges to the storm drainage system are permitted, as long as the discharges are not significant pollutants:

- 1. Diverted stream flows, springs and natural drainage courses;

2. Rising flood waters;
3. Air conditioning condensation; and
4. Landscape irrigation.

Groundwater from dewatering and foundation drains will need additional certification that the groundwater has been tested or evaluated for the presence of pollutants subject to non-stormwater discharge regulations. In such a case, a Special Sewer Discharge Permit shall be required for the water to be discharged to the Sanitary Sewer System, as directed.

1.05 SUBMITTALS

The Contractor shall develop and implement a Water Pollution Control Plan (WPCP) which shall contain at a minimum the items included in this section. The WPCP shall show the locations of all storm drains, storm drain pipes, points of entry (catch basins, inlets, outlets), and other features through which stormwater flows. The WPCP shall include a protocol for allowing drainage to flow properly during rainfall events while still preventing non-stormwater discharges from entering the storm drains, creeks, and Bay. Work shall not begin without the Engineer completing its review and finding no exceptions taken on the WPCP and finding at Engineer's sole discretion that the WPCP meets the intent and goals of the project.

The WPCP shall include descriptions and sketches of all BMPs, show locations and describe protocols for implementing and maintaining the following BMPs for but not limited to material storage, dewatering operations, bypass pumping, saw-cutting operations, pavement operations, concrete operations, grading and excavation operations, spill prevention and control, vehicle and equipment cleaning, vehicle and equipment operation and maintenance, litter control, dust control, pavement cleaning, and construction waste management.

The WPCP shall be updated to meet changing stages of the construction site(s).

1.06 PENALTIES

The Contractor is responsible for penalties assessed or levied on the Contractor or the City as a result of his failure to comply with the provisions in this section including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local regulations and requirements as set forth therein. Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Contractor or the County, including those levied under the Federal Clean Water Act and the State Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

PART 2 – PRODUCTS

Materials used shall be in conformance with Caltrans's Construction Site Best Management Practices (BMPs) Manual, latest edition, or the CASQA Construction BMP Handbook, latest edition.

A supply of spill clean-up materials such as drip pans, rags, or absorbents shall be kept readily accessible on-site.

PART 3 – EXECUTION

3.01 RECYCLING

At the end of each working day, all scrap, debris and waste material shall be collected and materials disposed of properly.

Dry, empty paint cans/buckets, old brushes, rollers, rags and drop cloths shall be disposed of in approved waste collection.

Dumpsters shall be inspected for leaks. As leaks are detected, the trash hauling contractor shall be contacted to replace or repair dumpsters that leak.

Water from cleaning dumpsters shall not be discharged on-site.

Regular waste collection shall be arranged for before dumpsters overflow.

3.12 HAZARDOUS MATERIAL/WASTE MANAGEMENT/MATERIALS MANAGEMENT

Designated areas of the project site shall be proposed by the contractor for approval by the Engineer suitable for material delivery, storage and waste collection as far from catch basins, gutters, drainage courses and creeks as possible.

All hazardous materials such as pesticides, paints, thinners, solvents and fuels; and all hazardous wastes such as waste oil and antifreeze shall be labeled and stored in accordance with State and Federal regulations.

All hazardous materials and all hazardous wastes shall be stored in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered as needed, to avoid potential management of collected rain water as a hazardous waste.

The contractor shall dispose of all excess thinners, solvents, chemicals, oil-based and water-based paint as hazardous waste.

Regular hazardous waste collection shall be arranged for to comply with time limits on the storage of hazardous wastes.

Granular materials shall be stored a minimum of ten feet from the closest catch basin and curb return. The contractor shall not allow these granular materials to enter the storm drain or creek.

Warning signs shall be posted in areas containing or treated with chemicals.

An accurate up-to-date inventory, including Material Safety Data Sheets (MSDS) of hazardous wastes stored on site shall be kept and available to assist emergency response personnel in the event of a hazardous materials incident.

Maintenance and fueling of vehicles and equipment shall be performed in a designated, bermed area, or over a drip pan that will not allow run-off of spills. Vehicles and equipment shall be regularly checked and have leaks repaired promptly. Secondary containment, shall be used to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.

3.03 CHEMICAL USAGE

When rain is forecast within 24 hours, or during wet weather, the Engineer may prohibit the contractor from applying chemicals in outside areas.

Pesticides or fertilizers shall not be over-applied and material manufacturer's instructions shall be followed regarding uses, protective equipment, ventilation, flammability and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the San Mateo County Agriculture Commissioner.

3.04 DUST CONTROL

Use means necessary to control dust on and near the work, and on and near off-site areas, if such dust is caused by the Contractor's operations during performance of the Work, or if resulting from the condition in which the Contractor leaves the site.

Thoroughly moisten surfaces as required to prevent dust being a nuisance to the public, neighbors, and personnel performing other work on the site.

Use dust palliatives or reclaimed water (not potable water).

Reclaimed water shall be used to control dust on a daily basis or as directed by the Engineer.

At the end of each working day, or as directed by the Engineer, the roadways and on-site paved areas shall be cleaned and swept of all materials attributed to or involved in the work. Streets shall not be washed down into a storm drain or creek in lieu of street sweeping. Water wash may be picked up by a vacuum unit in lieu of sweeping.

3.05 SAWCUTTING

The contractor shall cover or barricade catch basins using control measures such as filter fabric, straw bales, sand bags and fine earthen dams to keep slurry out of the storm drain system. The contractor shall ensure that the entire opening is sealed.

Saw cutting debris and spoils be removed by shovel, absorption, vacuum or pick up of waste prior to moving to the next location or at the end of each working day, whichever is sooner.

3.06 DEWATERING OPERATIONS

Water if found shall be routed through a control measure as determined and approved by the Engineer such as a sediment trap, sediment basin or Baker tank to remove settleable solids prior to discharge to the storm drain system. Filtration of the water following the control measure may be required on a case-by-case basis.

The filtered water shall be reused for other purposes such as dust control or irrigation to the extent possible.

If the project is within an area of known groundwater contamination, the water from dewatering operations shall be tested prior to discharge. If the water meets the Regional Water Quality Control Board standards, it may be discharged into the storm drain. Otherwise, the water shall be treated and hauled off-site for proper disposal.

3.07 CONCRETE GROUT AND MORTAR WASTE MANAGEMENT

Concrete, grout and mortar shall be stored away from the drainage areas and ensure that these materials do not enter the storm drain system.

Concrete trucks shall not be washed out into streets, gutters, storm drains, drainage channels or creeks.

Concrete trucks and equipment shall be washed out off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit or bermed area. The water shall percolate into the soil and the hardened concrete placed in a waste container for disposal. If a suitable soil or bermed area is not available on-site, the wash water shall be collected and removed off-site and disposed of properly.

Water created by the washing of exposed aggregate concrete finish shall be collected in a suitable dirt area or filtered through straw bales or equivalent material before entering the storm drain system. Sweepings from exposed aggregate finish shall be collected and disposed of in a waste container or removed off-site and disposed of properly.

3.08 PAVING OPERATIONS

No paving while it is raining.

During wet weather store paving equipment indoors or cover with tarp or other waterproof covering.

Place drip pans or absorbent materials under paving equipment when not in use.

Catch basins and manholes shall be covered when paving or applying seal coat, tack coat, slurry seal or fog seal.

The Engineer may direct the contractor to protect drainage courses by using control measures such as earth dike, straw bale and sandbag to divert run-off or trap filter sediment.

Excess sand (placed as part of a sand seal or to absorb excess oil) shall not be swept or washed down into gutters, storm drains or creeks. The sand shall be collected and returned to the stockpile or disposed of in a trash container or hauled to an approved dump site. Water shall not be used to wash down fresh asphalt concrete.

3.09 PAINTING

The cleaning of painting equipment and tools shall be performed in a designated area that will not enter the gutters, storm drains or creeks.

Excess paint shall be removed from brushes, rollers and equipment prior to cleanup.

Wash water from aqueous cleaning of water-based paint tools and equipment shall be disposed of in a sanitary sewer or onto a designated dirt area.

Paint thinners and solvents from oil-based paints shall be filtered and re-used when possible. Waste sludge, thinner and solvent from cleaning tools and equipment shall be disposed of as a hazardous waste.

3.10 SITE CLEANUP

The cleaning of equipment of materials shall not be performed on-site or in the street using soaps, solvents, degreasers, steam cleaning or equivalent methods.

All cleanup must be performed in a designated area that will not allow the cleaning rinse to flow off-site or into streets, gutters, storm drains, or creeks.

PART 4 – MEASUREMENT AND PAYMENT

Included in Section 100 of these Technical Specifications.

END OF SECTION 104

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SECTION 105

CONCRETE IMPROVEMENTS

PART 1 – GENERAL

Existing and new concrete facilities including, but not limited to, curb ramps, curb, gutter, sidewalks, bus pads and driveway shall be removed and replaced or constructed at the locations indicated on the plans or as directed by the Engineer.

All new curb ramps shall have detectable warning surfaces installed.

1.1 COORDINATION

Contractor shall notify the City 48 hours in advance of concrete removal.

At some locations, concrete repairs are specified to address damage due to tree roots and to comply with ADA guidelines. Contractor shall obtain approval from a licensed arborist prior to cutting, pruning or removing any tree roots while performing concrete repairs. Contractor shall apply root barriers prior to placing new concrete.

1.2 SUBMITTALS

The Contractor shall furnish a concrete mix design to the Engineer at least ten (10) working days prior to the start of the work.

PART 2 – MATERIAL AND EQUIPMENT

Concrete shall conform to the provisions of Section 90 of the Standard Specifications.

2.1 CONCRETE MIX DESIGN

The Contractor shall furnish a concrete mix design to the Engineer at least ten (10) working days prior to the start of the work, based on the following guidelines:

All concrete facilities shall be constructed with Class B, 5 Sack mix which meets the following requirements:

Compressive Strength:	3000 psi @ 28 days
Maximum Slump:	4 inches
Lamp Black:	1 lb. / cy

In addition, Polypropylene fiber reinforcement shall be added at the following rate:

General Concrete Facilities including curb, gutter, sidewalk, access ramps, etc. – 1.5 lbs/cy (0.01% by volume), ¾ inch min. length.

Heavy Vehicular Facilities including cross gutters, spandrels, swales, and alley entrances – 3.0 lbs/cy (0.02% by volume), 1-1/2 inches min. length.

The Contractor shall be responsible for all costs associated with the required mix design. The Contractor shall comply with the “lamp black” color requirements.

2.2 DETECTABLE WARNING SURFACE

For curb ramp construction, detectable warning surfaces (DWS) shall be a cast in place style of truncated domes. No surface-applied matting systems (i.e. glued and screwed) style of DWS shall be allowed on new curb ramp construction.

For existing curb ramps and island passageways that are ADA compliant but require only a DWS, the DWS shall be cast in place style of truncated domes only. No surface-applied matting systems (i.e. glued and screwed) style of DWS shall be allowed.

The color of the DWS shall be yellow.

PART 3 – EXECUTION

3.01 GENERAL

All work shall conform to the provisions of Section 90 of the Standard Specifications. All ADA access ramps shall comply with Title 24 and current UBC requirements, as well as County Standard Details included herein.

Concrete removal work shall conform to the provisions in Section 15-1.03B, “Removing Concrete,” of the State Standard Specifications and these Technical Specifications. The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor’s failure to comply with these requirements shall be removed and replaced at the Contractor’s expense. All concrete removed shall become the property of the contractor to be disposed of outside the right of way, each day work occurs.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities. In instances where existing sidewalk has been raised by tree roots, Contractor shall prune tree roots. If the tree roots are greater than two inches in diameter, Contractor may adjust the line and grade or concrete thickness to avoid tree roots, as directed by the Engineer.

The Contractor shall flow line water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City’s Inspector.

Access ramps shall be constructed at intersections such that ramp landing falls within the limits of the striped crosswalk or just past the painted stop bar or limit line.

In situations where access ramp is retrofitted into existing sidewalk, removal and replacement for new ramp shall include sidewalk as well as adjacent curb and gutter.

In situations where an existing curb ramp is to remain, but to be retrofitted with detectable warning surface, the scope of work shall include sawcutting existing ramp surface, removing existing concrete, and replacing new concrete with truncated domes material set into new concrete. Surface applied matting systems for truncated domes (i.e. glued and screwed mats) shall not be allowed for retrofitting a detectable warning surface to an existing ramp.

3.12 PROTECTION OF EXISTING FACILITIES

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.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a

minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

Protect existing drain inlet and hood as specified on the plans. If damaged by the construction activities, the Contractor shall replace the drain inlet and hood in kind and no additional cost to the City.

3.03 SUBGRADE

After the sub-grade is prepared, moisture conditioned, and compacted to 95% relative compaction at zero to three percent over optimum moisture content, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

In locations where existing concrete improvements are being replaced, existing base material may be re-compacted and used without over excavation and placement of additional baserock. For new concrete improvements, over excavation and placement of base material in accordance with the City's Standard Details shall be required.

3.04 FORMING

Wooden forming shall be of two-inch nominal thickness staked at two foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

3.05 TOLERANCES

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. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.

3.06 ADJUSTING UTILITY BOXES AND MANHOLES IN SIDEWALK AND RAMPS

If any Contractor shall refer to "Utility Structure Adjustments" Technical Specifications section.

Pull boxes located in ramp construction areas shall be replaced and set to finished grade.

3.07 PLACING AND FINISHING

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

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.

All new concrete shall match existing facilities in texture, color, and appearance. Surfaces shall be broom finished transversely to the line of pedestrian traffic. The Contractor shall clean at his expense all discolored concrete. The concrete may be cleaned by abrasive blast cleaning or other methods approved by the Engineer. Repairs shall be made by removing and replacing the entire unit between scoring lines or joints.

3.08 CONCRETE PROTECTION

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 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 Engineer.

3.09 CURING

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent asphalt concrete.

3.10 JOINTS

Control joints shall be placed at a maximum spacing of ten feet.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two ½ inch by 18 inch dowels shall be used with additional dowels placed every 24 inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of ¼ of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

In sections of new curb and gutter adjacent to an existing tree, a deep joint shall be placed through the curb and gutter, aligned with the center of the tree trunk.

Expansion joints shall be required at a maximum of forty foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

3.11 CLEANUP AND BACKFILL

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris. The aggregate base shall be replaced to match the existing base and compacted to 95% relative compaction. The pavement shall be restored in accordance with the "4-inch Base Repair Technical Specification section. A minimum of two lifts

shall be used, none of which shall exceed three inches, and the top lift shall be a minimum of 1-1/2 inches thick. The total thickness of the restored pavement shall match that of the existing pavement.

For pavements to be overlaid or resurfaced, the aggregate base and asphalt concrete may be replaced with cement sand slurry in conformance with applicable County Standard Detail.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material or imported topsoil and the entire parkway left in a clean and orderly condition.

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material or topsoil.

3.12 DETECTABLE WARNING SURFACE (DWS)

All curb ramps shall have a detectable warning surface installed in conformance with the latest Caltrans Standards. The color of the DWS installed shall be YELLOW.

Existing curb ramps shall be removed in their entirety and replaced with a new ramp as identified on the project plans. A cast in place DWS product shall be installed at each new ramp, in conformance with these Technical Provisions. Locations for this work are identified on the project plans.

3.13 WATER VALVE LOCATING ENGRAVINGS

Contractor shall replace all water valve locating engravings located on the top and face of existing concrete curb that is to be removed and replaced. Engravings shall either be set/stamped into the finished concrete surface prior to curing, or engraved after the curing process.

The purpose of the engravings is to identify the location and offset of the existing water valves from the face of curb.

An arrow is engraved on the top of curb to point in the direction of the water valve being identified. The offset distance in feet from the face of curb shall be engraved in the face of curb in roman numerals. The engravings (arrows and roman numerals) shall be approximately 3" tall and a width of 1-2 inches.

After concrete has cured and engraving is placed, inside the engraving shall be painted blue. The paint shall only be placed within the engraved area and not on the surrounding flush concrete surface.

PART 4 – QUALITY ASSURANCE

Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.

Only remove quantities of curb and gutter, sidewalk, and curb ramp that can be fully replaced with new improvements and opened to the public within five (5) calendar days.

Compressive strength and cement content for the class of Portland Cement Concrete herein designated shall be the minimum acceptable.

No concrete for concrete improvements shall be placed until the subgrade, the forms, and reinforcement have been approved.

4.01 CODES AND STANDARDS

Proportioning of Portland Cement concrete shall conform to the applicable provisions of Section 90-1.02F "Proportioning" of the State Standard Specifications.

Mixing and transporting of Portland Cement Concrete shall conform to the applicable provisions of Section 90-1.02G "Mixing and Transporting Concrete" of the State Standard Specifications.

Curing of Portland Cement Concrete shall conform to the applicable provisions of Sections 90-1.03B(3) "Curing Compound Method" of the State Standard Specifications.

Protection of Portland Cement Concrete shall be provided in conformance with the applicable provisions of Section 90-1.03C "Protecting Concrete" of the State Standard Specifications.

Forming of concrete for improvements shall conform to the provisions of Section 73-1.03C "Fixed Form Method" of the State Standard Specifications forming for cast-in-place structures shall conform to Section 51-1.03C(2) "Forms" of the State Standard Specifications.

Placing of concrete improvements shall conform to the provisions of Sections 73-2 "Curbs" and 73-3 "Sidewalks, Gutter Depressions, Island Paving, Curb Ramps, and Driveways" of the State Standard Specifications; placing of concrete for cast-in-place concrete structures shall conform to Section 51-1.03 "Construction" of the State Standard Specifications.

Finishing of cast-in-place concrete structures shall conform to the provisions of Section 51-1.03F "Finishing Concrete" of the State Standard Specifications. Finishing of concrete improvements shall conform to Section 73 of the Standard Specifications. Unless otherwise called for on the plans, all buried surfaces shall have "Ordinary Surface Finish" all exposed surfaces shall have "Class 1 Surface Finish".

Placing and splicing of steel reinforcement shall conform to the requirements of Section 52-1.03D "Placing" of the State Standard Specifications.

4.02 CERTIFICATIONS

At the time of delivery provide certificates of compliance signed by both Contractor and Supplier containing the following statements:

- a. Materials supplied comply with the specification in all respects.
- b. Proportioning and mixing is in compliance with a design mix which has been field tested in accordance with the herein requirements and produces the required compressive strength under like conditions.
- c. Statement of type and amount of any admixtures.
- d. All certificates shall include the Material and Supplier's mix design number.

At time of delivery provide certified delivery ticket stating volume of concrete delivered and time of mixing, or time of load-out in case of transit mixers.

4.03 JOB CONDITIONS

Admixtures shall not be used except upon the prior written permission of the Engineer and, if permitted, the concrete containing same will be subject to the same compliance testing as herein specified for the various classes of concrete.

Temperature of mixed concrete, immediately prior to placement, shall not be less than 50° F, nor more than 90°F. Aggregates and water shall be heated or cooled at the mixing plant by supplier as necessary to produce concrete within these limits. Neither aggregates nor mixing water shall be heated to exceed 150°F.

No additional mixing water shall be incorporated into the concrete during transport or after arrival at the work site unless such water is specifically authorized by the Engineer. If authorization to add mixing water is obtained and mixing water is added to the mix, the mixer drum shall then be revolved a minimum of thirty (30) revolutions.

Hand mixing of Portland Cement Concrete shall not be allowed except upon prior written approval. Where a portion of existing concrete improvements is to be reconstructed, the section to be removed shall first be cut with an approved concrete saw to a minimum depth of one-half the depth of the existing concrete at the first score line beyond the area to be replaced.

Where concrete removal is required, it shall be removed to the nearest score line of joints.

Prior to placing concrete for concrete structures, Contractor shall first secure approval of the forms and any required reinforcement.

4.04 QUALITY CONTROL

Do not commence placement of concrete until mix designs have been reviewed and approved by the Engineer.

4.05 SUBMITTALS

Within 14 calendar days after the Contractor has received the Notice to Proceed, the Contractor shall submit the concrete mix design for all items of work.

PART 5 – PRODUCTS

5.01 AGGREGATE FOR PORTLAND CEMENT CONCRETE

Aggregates for Portland Cement Concrete shall conform to the requirements of Section 90-1.02C “Aggregates” of the State Standard Specification.

Unless otherwise specified or called for on the plans for the work, aggregate size and gradation for Portland Cement Concrete shall conform to the requirements of Section 90-1.02C(4)(d) “Combined Aggregate Gradation” of the State Standard Specifications for one inch (1”) maximum combined aggregate.

5.02 WATER FOR PORTLAND CEMENT CONCRETE

Water for mixing and curing concrete and for washing aggregates shall conform to the requirements of Section 90-1.02D “Water” of the State Standard Specifications.

5.03 CEMENT FOR PORTLAND CEMENT CONCRETE

Cement for Portland Cement Concrete to be placed in roadway improvements such as curbs, gutters, walks, bus pads, driveways, surface and subsurface pads or slabs shall be Type V or Type II (modified) cement conforming to the requirements of ASTM Designation C150, with the following modifications:

1. The cement shall not contain more than 0.60% by weight of alkalis, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O when determined by either

- direct 4 intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in accordance with the requirements of ASTM Designation C114.
2. The autoclave expansion shall not exceed 0.50%.
 3. Mortar, containing the Portland Cement to be used and the sand, when tested in accordance with Test Method No. Calif 527, shall not expand in water more than 0.010% and shall have an air content less than 0.48%.
 4. Allowable tri-calcium Aluminate (C3A) by weight shall not exceed 5%. Allowable tetracalcium aluminoferrite plus twice the tricalcium aluminate (C4AF+2C3A) by weight shall not exceed 25%. The sulfate expansion test (ASTM C452) may be used in lieu of the above chemical requirements, provided the sulfate expansion does not exceed 0.040% at 14 days (max).
 5. The Contractor may substitute pozzolan for Portland Cement in amounts up to 15% of the required mix unless high early strength concrete is specified. Pozzolan shall consist of Class F fly ash meeting the requirements of ASTM C618.

Cement for Portland Cement Concrete to be placed in surface improvements shall contain a coloring compound equivalent to $\frac{1}{4}$ pound of lampblack per cubic yard, added to the concrete at the central mixing plant.

Liquiblack, as supplied by Concrete Corporation of Redwood City, California, may be used in lieu of lampblack. One pint of liquiblack shall be considered equal to one pound of lampblack.

5.04 CLASSIFICATION OF PORTLAND CEMENT CONCRETE

Portland Cement Concrete shall be minor concrete conforming to the requirements of Section 90-2 "Minor Concrete" of the State Standard Specifications with at least 505 pounds of cementitious material per cubic yard and 1-inch maximum graded coarse aggregate. No bagged mix is permitted.

Portland Cement Concrete not conforming to the above classification or having required minimum compressive strengths other than those set forth above, shall conform to requirements to be set forth for same noted on the plans or detail drawings.

5.05 EXPANSION JOINT MATERIAL

Material for expansion joints in Portland cement concrete improvements shall be pre-molded expansion joint fillers of the thickness called for on the plans and conforming to the requirements of ASTM Designation D1751. Expansion joint material shall be shaped to fit the cross section of the concrete prior to being placed. Suppliers certificates showing conformance with this specification shall be delivered with each shipment of materials delivered to the job site.

5.06 REINFORCEMENT AND DOWELS

Bar reinforcement for concrete improvements shall be deformed steel bars of the size or sizes called for on the plans conforming to the requirements of ASTM Designation A615 for Grade 60 bars. Size and shape for bar reinforcement shall conform to the details shown or called for on the plans.

Slip dowels, where noted or called for on the plans or detail drawings shall be smooth billet-steel bars as designated and conforming to the requirements of ASTM Designation A615 for Grade 60 bars. Ends of bars inserted in new work shall be covered with a cardboard tube sealed with cork; no grease or oil will be used.

Mesh for reinforcement for concrete improvements shall be cold drawn steel wire mesh of the size and spacing called for on the plans conforming to the requirements of ASTM Designation A82 for

the material and ASTM Designation A185 for the mesh. Size and extent of mesh reinforcement shall conform to the details shown or called for on the plans.

Tie wire for reinforcement shall be eighteen (18) gauge or heavier black annealed conforming to the requirements of ASTM Designation A82.

Suppliers certificates showing conformance with this specification shall be delivered with each shipment of materials delivered to the job site.

5.07 ACCESSORY MATERIALS

Materials for water stops and other items required in the placement of Portland Cement Concrete shall conform to the applicable requirements of Section 51 of the State Standard Specifications unless otherwise specifically noted or called for on the plans or detail drawings.

Curing compound for use on exposed surfaces of Portland Cement Concrete shall be "Non-Pigmented Curing Compound – chlorinated Rubber Base-Clear" conforming to the requirements contained in 90-1.03B(3) "Curing Compound Method" of the State Standard Specifications.

5.08 MATERIAL FOR FORMS

Material for forms for cast-in-place concrete shall conform to the requirements of Section 51-1.03C(2) "Forms" of the State Standard Specifications.

5.09 CONCRETE FOR CURBS/GUTTERS, CURB RAMPS, BUS PAD, DRIVEWAYS

All concrete shall conform to the applicable County Standard Drawings and Specifications unless otherwise specified herein. In addition, the Concrete mix shall have 1" maximum combined aggregate grading.

Portland cement: ASTM C150 Type I or II. 6-sacks cement minimum per cubic yard, 2 pints of liquid lampblack, per cubic yard.

Water shall be clean, free from injurious amounts of oil, alkali, organic matter or other deleterious material. 6 gallons water maximum per sack cement.

Aggregate: ASTM C33 – clean, hard, durable, uncontaminated, washed, graded, cleaned and screened. Crusher run or bank run gravel will not be permitted.

The concrete mix for the replacement of concrete street slabs and valley gutters shall conform to Section 105.

All concrete shall have a slump of 3" to 4" and shall obtain at least 3500 psi strength at 28 days. Concrete mix shall be such that the new concrete structure can be opened to vehicular traffic within three (3) calendar days from the time of placement without damaging the new concrete.

Lamp black content shall be of an approved quality mixed at the rate of two (2) pints of liquid per cubic yard of concrete for curb & gutter, sidewalks, and curb ramps.

5.10 AGGREGATE BASE

Aggregate Base shall be Class II and conform to the applicable requirements set forth in the San Mateo County Standard Drawings

5.11 TOP SOIL

Soil to be used in planter areas between curbs and sidewalks shall be fertile, well-drained, of uniform quality, free from stones over 1" diameter, sticks, oils, chemicals, plaster, concrete, and other deleterious materials.

Top soil shall conform to Caltrans Standard Specifications, Section 20- 2.01.

5.12 DETECTABLE WARNING SURFACES (TRUNCATED DOME)

All curb ramps shall have a detectable warning surface installed in conformance with the latest Caltrans Standards. The color of the DWS installed shall be YELLOW.

Existing curb ramps shall be removed in their entirety and replaced with a new ramp as identified on the project plans. A cast in place DWS product shall be installed at each new ramp, in conformance with these Technical Provisions. Locations for this work are identified on the project plans.

PART 6 – EXECUTION

GENERAL

Contractor shall stake the location of expansion joints for driveways and curb returns at least three days prior to installing forming for concrete sidewalks, curbs, gutters, etc. Engineer shall approve locations of expansion joints prior to forming activities.

The demolition of the existing concrete including curb and gutter, sidewalk, and curb ramps shall proceed as detailed in Section 105 Concrete Improvements of these Specifications.

The Contractor shall lower or replace any water service lines encountered while excavating or grading for the sidewalk and curb & gutter work as directed by the Engineer.

The Contractor shall place a minimum of six (6) inches of Class 2 aggregate base beneath new concrete improvements or where existing concrete is removed and replaced unless otherwise stated in these Project Specifications. Excavate, re-grade, provide, and install additional base material as necessary to obtain six (6) inches minimum in areas where existing improvements are being removed. Before placing new base or replacing existing material, sub-grade material shall be compacted to minimum of 90% relative compaction. The base material shall be compacted to a minimum of 95% relative compaction as determined by ASTM Tests D1557, D2922 and D3017.

Forms shall be checked and approved by the Engineer or City Inspector before any placement of concrete.

Dowel new concrete into existing concrete with ½"-diameter, 12"-long dowels at two feet on center, epoxied and embedded six inches. At expansion joints and at end of pours, use ½"-diameter, 12"-long dowels, smooth and capped, to tie into adjacent concrete. Dowel holes shall be drilled into the existing sidewalk or curb without causing damage.

Concrete shall not be placed when air temperature is below 40°F or during rain or within two hours before sunset. No on-site mixing of concrete shall be allowed.

Concrete shall be placed and compacted in forms without segregation. After placement, the concrete shall be consolidated sufficiently to produce a dense mass, struck off and floated. Final finishing operations shall not proceed until all bleed water has evaporated from the surface. Sprinkling of dry

cement to absorb excessive surface moisture shall not be allowed. The surface texture of finished concrete shall conform to adjacent concrete. Forms shall not be removed less than twenty-four hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump.

As soon as the concrete is set, it shall be cured for a period of at least 72 hours by spraying with an accepted pigmented impervious membrane curing compound.

The Contractor shall restore any landscaping, irrigation system, and special surface treatments encountered in the execution of this Work to a condition equivalent or better than that which existed prior to the commencement of this Work. The above shall include but not be limited to:

- Brickwork
- Landscaping and irrigation systems
- Painting of curbs if a designated color exists, such as a “red zone”

The Contractor shall notify residents of driveway closures due to construction per Section 103 Traffic Control of these Specifications. After excavation, the Contractor shall provide temporary access to the driveways for residents during weekend or holiday periods if the forms have not been set, by either placing aggregate base or by utilizing steel plates.

The Contractor shall protect all completed Work from damage. All discolored concrete shall be cleaned to a uniform color. Repairs and cleaning of new concrete shall be at the expense of the Contractor.

The Contractor shall compact all new asphalt concrete, base material, and topsoil related to the concrete work described herein according to the Specifications. All costs for furnishing, placing and compacting these materials shall be included in the price for the Work.

The Contractor shall ensure that the site is left in a safe condition from loose lumber, nails, etc.

All sidewalk, curb and gutter, curb ramp, and entrance walks to be removed and replaced are as shown on the Plans.

All concrete shall be placed against existing sawcut concrete or 2” thick wood forms. When pouring new gutters, 12 inches of adjacent pavement shall be removed beyond the lip of gutter to allow for the placement of forms. No concrete shall be placed against asphalt or spalled, chipped or broken concrete.

At locations where new curb ramps are to be installed, 12 inches of adjacent pavement shall be removed at the lip of gutter to allow for the placement of forms.

The Contractor shall temporarily plug the gap between existing pavement and new concrete structures with cut back asphalt or asphalt concrete before opening the concrete structure to the public. Before the final paving, the plug material between existing pavement and new concrete structure shall be removed completely. The subgrade material shall be compacted to 95% relative compaction, then the gap shall be paved back with material in kind.

All existing expansion joints shall be replaced in the valley gutters, curb and gutter. Expansion joints shall be placed at right angles to the curb line and extend through the entire thickness of the concrete. Concrete adjacent to expansion joints shall be finished with an edger tool. Contraction joints scored a minimum of 1 ½” shall be constructed at intervals not to exceed 20 feet in the sidewalk, curb and gutter. The width of contraction joints shall not exceed 1/8”, and the edges of contraction joints shall be finished with a “T” bar. All joints shall be scored at right angles to the curb

line. Score marks shall be uniform with those in the adjacent concrete. All score marks shall be ¼" in depth and left in a cleanly rounded condition.

The Contractor shall stamp the name of the street on top of the curb, at the location where the street name was removed as part of the concrete removal and replacement.

The Contractor shall check grades to ensure drainage at every corner return where new curb and gutter and curb ramps are installed. Finished areas with drainage problems shall be removed and replaced at the expense of the Contractor.

Curb ramps shall have a detectable warning surface that extends the full width and 3 feet depth of the curb ramp. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline. Curb ramps with raised truncated domes shall conform to Caltrans Standard Plans Curb Ramp Detail No. A88A and Caltrans Standard Specifications. Refer to the County's Standard Drawings for other curb ramp details.

For retrofit curb ramp conditions, the location of the truncated dome panel shall be approved by the Engineer prior to installation. Adhere to the manufacturer's installation instructions. The Contractor shall grind the area to receive the detectable warning surface to make the finished surface flush with the surrounding surface. The area shall be cleaned of dust and debris before installation of the detectable warning surface.

6.01 STRUCTURAL EXCAVATION

Structural excavation may be either by hand, or by machine and shall be neat to the line and dimension shown or called for on the plans. Excavation shall be sufficient width to provide adequate space for working therein and comply with CAL-OSHA requirements.

Where an excavation has been constructed below the design grade, the bottom of the excavation shall be backfilled to grade with approved material and compacted in place to 95% of the maximum dry density.

Surplus excavation material remaining upon completion of the work shall be either removed from job site, or conditioned to optimum moisture content and compacted as fill at the site.

6.02 FORMS FOR CONCRETE

Concrete improvements shall be formed with a smooth and true upper edge and the side of the form shall be placed next to concrete with a smooth finish. Forms shall be constructed or made rigid enough to withstand the pressure of the fresh concrete to be placed without any distortion.

All forms shall have been thoroughly cleaned prior to placement and shall be coated with an approved form oil sufficient to prevent adherence of concrete prior to placing.

Forms shall be carefully set to the alignment and grade established and shall conform to the required dimensions. Forms shall be rigidly held in place by stakes set at satisfactory intervals. Sufficient clamps, spreaders and braces shall be installed to ensure the rigidity of the forms.

Forms for back and face of curbs, lip of gutters and edge of walks, valley gutters or other surface slabs shall be equal to the full depth of the concrete as shown, noted or called for on the plans or detail drawings. Composite forms made up from benders or thin planks of sufficient ply to ensure rigidity of the form in the shape required may be used on curves and curb returns.

No concrete shall be placed until the Engineer has inspected and approved the forms and subgrade. Concrete is subject to rejection without approval by the Engineer.

6.03 PLACING STEEL REINFORCEMENT

Bars shall be free of mortar, oil, dirt, excessive mill scale and scabby rust and other coatings of any character that would destroy or reduce the bond. All bending shall be done cold, to the shapes shown on the plans. The length of lapped splices shall be as follows:

Reinforcing bars No. 8, or smaller, shall be lapped at least 45 bar diameters of the smaller bar joined, and reinforced bars Nos. 9, 10, and 11 shall be lapped at least 60 bar diameters of the smaller bars joined, except when otherwise shown on the plans.

Splice locations shall be made as indicated on the plans.

Reinforcement shall be accurately placed as shown on the plans and shall be firmly and securely held in position by wiring at intersections and splices and by using precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, and other approved devices of sufficient strength to resist crushing under applied loads. Supports and ties shall be such as to permit walking on reinforcing without undue displacement.

Reinforcing shall be placed so as to have the following minimum concrete cover:

- Surfaces exposed to water 4"
- Surfaces poured against earth 3"
- Formed surfaces exposed to earth or weather 2"
- Slabs, walls, not exposed to weather or earth 1"

Minimum spacing, center of parallel bars shall be two and one half (2-1/2) times the diameter of the larger sized bar. All reinforcing shall be securely tied in place prior to pouring concrete. Placing of dowels or other reinforcing in the wet concrete is not permitted.

6.04 MIXING CONCRETE

All concrete shall be transit mixed in accordance with the requirements of ASTM Designation C94. Transit mixed concrete shall be mixed for not less than ten (10) minutes total, of which not less than three (3) minutes shall be on the site just prior to pouring. Mixing shall be continuous with no interruptions from the time the truck is filled until the time it is emptied. Concrete shall be placed within one hour of the time water is first added.

Hand mixing of concrete for use in concrete structures will not be permitted.

6.05 PLACING CONCRETE

Subgrade shall be thoroughly wetted prior to the placing of concrete for all concrete placed directly on soil. All standing water shall be removed prior to placing of concrete.

No concrete shall be placed until the subgrade and the forms have been approved.

Concrete shall be conveyed from mixer to final location as rapidly as possible by methods preventing separation of the ingredients. Deposit concrete as nearly as possible in final position to avoid re-handling.

Concrete shall be placed and compacted in forms without segregation by means of mechanical vibration or by other means as approved by the Engineer. Vibration shall continue until the material is sufficiently consolidated and absent of all voids without causing segregation of material. The use of vibrators for extensive shifting of fresh concrete will not be permitted.

All control and construction joints shall be as shown on the plans.

Concrete in certain locations may be pumped into place upon prior approval. When this procedure

requires redesign of the mix, such redesign shall be submitted for approval in the same manner as herein specified for approval of design mixes.

6.06 FORM REMOVAL

Forms shall be removed without damage to concrete. All forms below the ground surface, together with all shores and braces, shall be removed before backfilling.

Backfill against concrete shall not commence until the concrete has developed sufficient strength to prevent damage.

Forms with cast-in-place walls shall remain in place at least 72 hours after pouring.

Forms with suspended slabs shall remain in place at least 28 days after pouring.

Edge forms shall remain in place at least 24 hours after pouring.

6.07 EXPANSION JOINTS

Expansion joints incorporating pre-molded joint fillers shall be constructed at twenty (20) foot intervals in all concrete curbs, gutters and sidewalks, cut-off curbs, and at the ends of curb returns. At each expansion joint, one-half by twelve inch (1/2" x 12") smooth slip dowels shall be installed in the positions shown or noted on the detail drawings.

Slip dowels shall be oriented at right angles to the expansion joint and shall be held firmly in place during the construction process by means of appropriate chairs.

Expansion joints and slip dowels shall be constructed in valley gutters and driveway approaches in the positions indicated or called for on the detail drawings.

6.08 CONTROL JOINTS

Control joints shall be constructed in concrete curbs, gutters, walkways and pavements between expansion joints at ten (10) foot intervals throughout, or as shown on the plans. Depth of joint score shall be a minimum of one-fourth (25%) the thickness of the concrete.

6.09 FINISHING

Concrete curb and gutter shall be finished in conformance with the applicable requirements of Section 73-1.04 and 73-1.05A of the State Standard Specifications as modified herein.

Where monolithic curb, gutter and sidewalk is specified, separate concrete pours will not be allowed.

Horizontal surfaces shall receive a medium broom finish unless otherwise shown.

New work shall match existing in finish, score pattern, and color.

6.10 ROADWAY ACCESSORY CONSTRUCTION

Concrete walkways, island paving, valley gutters and driveway approaches shall be formed, placed and finished in conformance with the applicable requirements of Sections 73-2 "Curbs" and 73-3 "Sidewalks, Gutter Depressions, Island Paving, Curb Ramps, and Driveways" of the State Standard Specifications as modified herein.

Where new concrete curb and gutter is to be constructed against existing AC remove 12" of the AC to form new gutter lip. Patch pave after gutter form is removed.

6.11 CONNECTING TO EXISTING CONCRETE IMPROVEMENTS

Whenever new curb, gutter, or sidewalk is to connect to existing improvements to remain, sawcut to existing sound concrete at the nearest score line or expansion joint. Drill and insert ½" diameter by 12" long dowels at 24" on center into existing improvements. Install pre-molded expansion joint filler at the matching joint.

A "cold" joint to the existing curb, gutter or sidewalk is not permitted.

6.12 FIELD QUALITY CONTROL

Finish subgrade for concrete improvements shall be subject to approval prior to placement of forms.

No concrete shall be placed prior to approval of forms.

Appearance and finish of all concrete improvements constructed shall not contain "bird baths" or pond water and shall be smooth and ridge free.

Finish grade at top of curb, flow line of gutter, and the finish cross section of concrete improvements shall conform to the design grades and cross sections.

Variation of concrete improvements from design grade and cross section as shown or called for on the plans shall not exceed the tolerances established in Sections 73-1.05 and/or 73-1.06 of the State Standard Specifications, as applicable.

6.13 RESTORATION OF EXISTING IMPROVEMENTS

Existing pavement or other improvements removed or damaged due to the installation of concrete improvements shall be replaced in kind.

Existing landscaping or planting removed, damaged or disturbed due to the installation of concrete improvements shall be replaced in kind.

6.14 CLEANUP

Surplus material and debris remaining upon completion of the work shall be segregated as to type, and transported from the job site and disposed of in a legal manner.

END OF SECTION 105

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SECTION 106

STREET FURNITURE

PART 1 – GENERAL

Purchase and installation of trash can receptacles and manufactured bus shelters as shown on the plans.

Supplying all labor, materials, equipment and apparatus not specifically mentioned herewith or noted on the plans, but which are incidental and necessary to complete the work specified.

Submit for approval by the Engineer the following:

A. Manufacturer of supplier's certificates of compliance with the specified standards for the products identified below.

PART 2 – MATERIAL AND EQUIPMENT

The bus shelter shall be Signature – 13ADEURO-PM 48116-XX model as manufactured by Tolar Manufacturing Company of Corona, California.

13' Classic European roof advertising transit shelter (Model 13ADEURO-PM 48116-01).
Featuring: All aluminum construction, proprietary classic European roof design, bronze tint Lexan roof panels, roof raised 10" to accommodate SAMTRANS logo on each roof end, mounting saddle for 1.75" Unistrut post, 3" diameter aluminum legs with escutcheons at the base, flat back-to-back advertising kiosk, perforated aluminum at the rear and upstream half end wall, SAMTRANS branding on the center rear panel, durable baked powder coat finish color selected from the standard RAL color options, designed for surface mounting with adjustable leveling shoes, RAWL stainless steel anchors and all installation hardware. (Note: An adjustment will need to be made to the bus shelter specification when ordering. The Makrolon SL (polycarbonate) will need to replace the tempered glass).

Bus Shelter 6' Mesa bench with HDPE slats, aluminum bullnose framing, enhanced seat delineators (3), durable baked powder coat finish to match the shelter, stainless steel anchors.

Tolar USC RAD 170 providing six hours of illumination after dusk in the media display kiosk and dusk to dawn LED illumination under the shelter roof, powder coat finish to match the shelter.

32 Gallon expanded metal trash receptacle with hinged lid, hard rubber liner, pedestal mount (12704-121), RAWL ss anchors, powder coat finish to match the shelter.

SUBMITTALS

1. Manufacturer's product brochures and specifications.
2. Manufacturer's top level shelter design drawings. Include elevations and connection details, as necessary.
3. Signed and sealed structural engineering design documents for state of shelter installation, as necessary.
4. Samples of shelter finish as necessary.
5. Manufacturer's shelter installation instructions.
6. Manufacturer's warranty documentation.
7. Buy America Certification
8. Quality Assurance Certificate of Compliance

PART 3 – EXECUTION

3.01 GENERAL

Bus shelters shall be assembled and installed at the specified locations using the manufacturers recommended fasteners. Contractor shall be responsible for determining the exact location of the shelter in accordance with ADA requirements.

Trash can enclosures shall be attached using manufacturers recommended fasteners and be located as directed by the Engineer.

Benches shall be attached using manufacturers recommended fasteners and located inside the bus shelter.

PART 4 – MEASUREMENT AND PAYMENT

The contract price paid per each “Bus Shelter” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and shall include furnishing the shelter, solar lighting package, and interior bench, and all work involved for installing Bus shelter and bench as specified and as shown on the Contract Drawings, as specified in the Standard Specifications, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

The contract price paid per each “Trash Enclosure” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and shall include furnishing the trash enclosure, and all work involved for installing Trash Enclosure as specified as shown on the Contract Drawings, as specified in the Standard Specifications, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Included in Section 100 of these Technical Specifications.

END OF SECTION 106

END OF TECHNICAL SPECIFICATIONS

ATTACHMENT B – STANDARD CONTRACT

GENERAL CONSTRUCTION CONTRACT

This General Construction Contract ("Contract") is made at East Palo Alto, California, dated for reference this [redacted] day of [redacted], 20[redacted], by and between the City of East Palo Alto, a municipal corporation ("City") and [type in Contractor's name], a [type in the type of entity], hereinafter referred to as "Contractor", who agree as follows:

1. Scope of Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of furnishing all labor, materials, equipment, tools and services necessary to [type project description], as further set forth in the Scope of Work, Exhibit A. The Project also includes [type additional information if necessary], as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by [type who prepared Plans and Specifications] and adopted by the City. These Plans and Specifications are entitled [type exact name of Plans and Specifications].

Contractor understands and agrees that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the City who will be designated in writing by the Director of Community and Economic Development.

2. Contract Price. The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] ([insert dollar amount in number- e.g., \$2,550.13]) subject to final determination of work performed and materials furnished at unit prices per Exhibit "A", and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid and accepted Additive Alternate(s) No. [type number(s) of alternatives]. All other Additive Alternate(s) are rejected by City and are not included in this contract.

3. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond; Payment Bond; Guaranty; Plans and Specifications for [type name of project], Project No. [type project number]. These documents are all incorporated herein by reference.

This Contract also contains the following Exhibits, attached and incorporated by reference:

- Exhibit A – [Type in Contractor's name] Construction Bid Proposal
- Exhibit B – Faithful Performance Bond
- Exhibit C – Labor and Materials Bond
- Exhibit D – Insurance Requirements

Exhibit E – City of East Palo Alto’s Policy Against Discrimination, Harassment, and Retaliation

The documents incorporated by reference and any exhibits, including any attachments, comprise the complete contract and are collectively referred to as the Contract Documents. Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

4. Permits; Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by City. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the City of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should City at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Community Development or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration _____(XXX) calendar days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

This provision does not exclude the recovery of damages for delay by either

party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify City a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the City may arrange for mill or factory inspection and testing of same, if City requests such notice from Contractor.

9. Termination for Breach, etc. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, City may serve written notice upon Contractor and its surety of City's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to City for any excess cost occasioned City thereby, and in such event City may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. City's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which City may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, City may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. City may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing City shall be deemed the agent of Contractor and any payment so made by City shall be considered as a payment made under the Contract by City to the Contractor and City shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent

by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

City: City of East Palo Alto
Community & Economic Development Department
Attn: City Engineer
1960 Tate Street
East Palo Alto, CA 94303

Contractor: _____

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of City.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless City agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

15. Insurance. Contractor shall not commence work under this Contract until all insurance required as set forth in Exhibit _____ has been obtained and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the City with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly

Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the City of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless City and all its officers, employees, agents, independent contractors and and volunteers against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of City, or of City's officials, agents, employees, independent contractors or volunteers who are directly responsible to City. Contractor shall make good and reimburse City for any expenditures, including reasonable attorneys' fees, City may make by reason of such claim or litigation, and, if requested by City, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to City, fifty dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, 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 by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the

Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the City's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the City, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Community Development, City of East Palo Alto, 1960 Tate Street, East Palo Alto, California. Wage rates can also be obtained through the California Department of Industrial Relations website at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against City.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify City who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precaution shall be exercised at all times for the

protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to City within one year of the date of acceptance of completion of this Contract by City, Contractor will forthwith remedy such defect or defects without cost to City.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to City for liquidated damages in the sum of _____ Hundred and No/100 Dollars (\$XXX.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by City since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by City from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to City for any excess.

22. Additional Provisions.

None.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties.

CITY OF EAST PALO ALTO
a municipal corporation

[INSERT CONTRACTOR'S NAME &
TYPE OF COMPANY]

License No. _____

By _____
Jaime M. Fontes
City Manager

By _____
[INSERT NAME]
[INSERT TITLE]

By _____
Walfred Solorzano
City Clerk

By _____
[INSERT NAME]
[INSERT TITLE]

(SEAL)

APPROVED AS TO CONTENT

By _____
Kamal Fallaha, PE
Public Works Director

APPROVED AS TO FORM:

Rafael E. Alvarado Jr.
City Attorney

(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____
personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

ATTACHMENT C – GENERAL PROVISION

GENERAL PROVISIONS

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SECTION 1 – TERMS AND DEFINITIONS

1.01 Terms

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1.02 Definitions

Except as amended or supplemented, whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

ASTM – American Society for Testing and Materials specifications.

AWWA – American Water Works Association and its Standard Specifications.

Addenda – Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

Bid – The offer or proposal of the bidder submitted on the prescribed forms setting forth the prices for the work to be performed.

Bid Forms – Includes the Bid Schedule, Designation of Subcontractors, Bidders Statement of Responsibility, Bidder's Non-Collusion Affidavit, Bid Security, and all other information requested by the Bid Proposal Documents.

Bidder – Any individual, firm, partnership, corporation, or other legal entity submitting a bid for the work, acting directly or through a duly authorized representative. After the City awards the Contract, the term "Bidder" shall be equivalent to the term "Contractor" for the purpose of identifying the Contractor's rights and obligations under the Contract Documents.

Bidding Documents – The Notice Inviting Bids, Instruction to Bidders, Bid Proposal forms and Bidders Bond.

Bonds – Bid, performance, labor and material, and warrantee bonds and other instruments of security.

Calendar Day – A 24-hour period beginning at 12:00 AM and ending at 11:59 PM.

Change Order – A document recommended by the Engineer which is signed by the Contractor and City authorizing an addition, deletion or revision in the work, with possible adjustment in the contract price or the contract time, issued on or after the effective date of the Agreement.

City – City of East Palo Alto, California, as City,; a political subdivision of the State of California, acting through the City Council as the Governing Body or duly authorized agents.

City's Representative – The Director of Public Works or the Director's authorized representative, acting on behalf of the City, designated by the City to act as its agent on specified matters relating to this contract.

City Regulations – All written laws, rules, and policies established by the City, including those set forth in the General Plan, East Palo Alto Municipal Code, ordinances, resolutions, policies, procedures, and City Design Documents (including the Standard Plan, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

Code – The terms Government Code, Labor Code, etc, refer to codes of the State of California.

Completion – The point at which work has been completed in accordance with the contract plans and specifications to the satisfaction of the Engineer and there are no items of work remaining to be completed. See General Provisions, Section 7.19, “Project Completion and Closeout”.

Consulting Engineer/Architect – One of several consulting firms or their designated representatives having a contractual relationship with the City to perform certain duties.

Contract – The entire written agreement covering the performance of the work as more fully described in Section 3.05: “Contract Documents and Precedence”.

Contract Time – Number of days, calendar or working, stated in the contract as the duration for the completion of the various parts of the Work (defined as Milestones) and the whole of the Work.

Contract Unit Price – The Contractor’s original bid for a single unit of an item of work in the bid.

Contractor – An individual, partnership, corporation or other legal entity entering into a contract with the City to perform the work. After the City awards the Contract, the term “Contractor” shall be equivalent to the term “Bidder” for the purpose of identifying the Contractor’s rights and obligations under the Contract Documents.

Council – The City Council of the City of East Palo Alto.

Days – Days shall mean calendar days unless otherwise specified.

Defective Work – Work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the Engineer, or requirements of any inspection, reference standard, test, or approval specified in the Contract Documents, or has been damaged prior to the Engineer’s recommendation of final acceptance.

Directive – Any written instruction to the Contractor pertaining to the completion of a project objective including, but not limited to Field Orders, responses to Requests for Information, Clarifications and the Notice to Proceed.

Engineer – The City Engineer or his/her designee.

Final Acceptance – Determination by the Director of Public Works that the entire contract has been completed in all respects in accordance with the Contract Documents and any modifications previously approved, evidenced by a Certificate of Final Acceptance signed by the Director of Public Works.

Float – The number of days between early and late completion. The float will be assigned to the project and will be available to both the City and the Contractor as needed to complete the work in accordance with the agreement.

Greenbook – The Standard Specifications promulgated by Public Works Standards, Inc., entitled “Standard Specifications for Public Works Construction” (SSPWC), and current editions.

Laboratory – The laboratory approved by the Engineer to test materials and work involved in the contract.

Liquidated Damages – The amount prescribed in the contract documents to be paid to the City or to be deducted from any payments due or to become due to the Contractor for each contract day’s delay in completing the whole of the Work and/or any of the Milestones.

Losses – Any and all losses, costs, liabilities, claims, damages, and expenses, including reasonable attorneys’ fees and expenses.

Milestone – An event specified in the Contract Documents relating to an intermediate completion date or time prior to completion of all the work.

Notice of Intent to Award – Indicates the intent of the City to present a contract to Council for award at the council meeting indicated.

Notice to Proceed – A written notice by the City to the Contractor authorizing the start of work and fixing the date on which the contract time will start.

Owner – The City of East Palo Alto.

Plans – The contract drawings approved by the Engineer which show the location, character, dimensions and details of the work.

Project – The work performed under the Contract Documents.

Punchlist – A list generated by the City or the City's Representative of any work to be completed or corrected by the Contractor before the contract work will be recommended for acceptance by the Director of Public Works.

Record Documents - Contract drawings, Contractor shop drawings, and equipment manuals revised by the Contractor to reflect actual installation where it deviates from the original document, or to show features constructed or found that do not show on the original document.

Reference Specifications – Those standards, rules, method of tests or analysis, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the current edition or amendments in effect at the time of advertising the project unless specifically referred to by edition, volume or date.

Revocable Bid Items – Bid items noted as "revocable items" may be deleted entirely or in part from the Work at the option of the City. The provisions in Section 4.07(b) and 4.07(c), "Unit Price Adjustments", shall not apply to such deletion, and no compensation will be allowed the Contractor by reason of such deletion.

Shop Drawings – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the work.

Special Provisions – Any provisions which supplement or modify these General Provisions.

Specifications – General Provisions, Special Provisions, Technical Specifications and Standard Specifications incorporated by reference.

Standard Details – The City of East Palo Alto Standard Details for Public Works Construction, 2006 Edition and subsequent updates.

Standard Specifications – The City of East Palo Alto Standard Specifications for Public Works Construction, current edition.

State – State of California.

State Standard Plans – The Standard Plans of the Department of Transportation of the State of California (Caltrans), entitled "Standard Plans", current edition.

State Standard Specifications – The Standard Specifications of the Department of Transportation of the State of California (Caltrans), entitled "Standard Specifications", current edition. **Also, Revised Standard Specifications.**

Subcontractor – Any individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

Submittal – Any document or material required to be submitted to the City for the City's review or information.

Substantial Completion – When the work (or a specified part thereof) has progressed to the point where it is sufficiently complete and in accordance with the Contract Documents.

Surety – Any individual, firm or corporation, bound with and for the Contractor for the acceptable performance and completion of the work, and the satisfaction of all obligations incurred.

Surveyor – A land surveyor licensed in the State of California.

Work – The construction services required by the Contract Documents.

Working Day – Any day except Saturday, Sunday or Holidays observed by the City.

SECTION 2 – Bid REQUIREMENTS AND CONDITIONS

2.01 General

Bidders may obtain complete sets of the Contract Documents, including the bid forms to be used for bidding, at the location designated in the Notice to Bidders. Bidders shall use complete sets of Contract Documents in the preparation of bids. The City makes copies of the Contract Documents available, on the above terms, for the sole purpose of obtaining Bids for the work and does not confer a license or grant permission for any other use of the Contract Documents.

2.02 Bid Prices to Cover Entire Work

The quantities listed in the Bid Schedule do not govern final payment, as payments to the Contractor will only be made for the actual quantities constructed in accordance with the plans and specifications as measured by the appropriate unit of measurement indicated in the Bid Schedule, complete in place to the satisfaction of the Engineer. Such payment shall constitute the full compensation for furnishing all materials, labor, tools and equipment for performing the work, and for all other incidentals necessary to complete the work as shown on the plans and described in these specifications.

No separate payment will be made for incidentals or any items delineated on the plans or called for in the specifications to be supplied or installed which are not specifically listed as bid items but are required to complete the project. Full compensation for such items shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

2.03 Listing of Proposed Subcontractors

The Bidder shall not list any Subcontractor who is ineligible pursuant to Labor Code, Sections 1777.1 and 1777.7, and Public Contract Code, Section 6109.

If, after the execution of the Agreement, the successful Bidder subcontracts except as provided for in the Subcontracting Act, or if the Bidder lists in his bid another Contractor who will in turn sublet portions constituting the majority of work covered by the prime contract, the Contractor shall be subject to the penalties set forth in the Subcontracting Act. If the Contractor violates any provisions of the Subcontracting Act, the Contractor violates the Agreement and the City may either terminate the Agreement or assess a penalty to the Contractor in accordance with the terms of the Subcontracting Act.

2.04 Proposal Guarantee

In accordance with the Public Contract Code, Section 20170, each Bid shall be accompanied by a Bid Security, in the amount of ten percent (10%) of the Bid Amount.

2.05 Withdrawal of Bids

After the time fixed in the Notice to Bidders for the opening of bids, no bid may be withdrawn for a period of at least ninety (90) calendar days without consent of the awarding authority that the Bidder has established all of the following occurrences identified in California Public Contract Code, Section 5103.

2.06 Rejection of Bids

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which that individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected.

SECTION 3 – SCOPE AND CONTROL OF WORK

3.01 Work to be Done

It is the intent of this contract to obtain a finished, workmanlike job, complete and in place, with all equipment properly installed and operating. The work to be done consists of furnishing all labor, materials, tools, equipment and services necessary to complete the project, as further described in these Specifications, and as necessary to leave the site in a neat and finished condition with all equipment properly installed and working.

While the City has endeavored to accurately represent in the plans and specifications the physical conditions which may affect the cost of the proposed work, the City does not warrant the completeness or accuracy of such information. It is the Contractor's responsibility to ascertain the existence of any such conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site.

Conclusions pertaining to any test, investigation, statement or estimate of fact incorporated in the plans and specifications shall be considered by the Contractor to be a recommendation only. The Contractor may request equal access to the underlying or background information to arrive at his own opinion thereon, including his determination of how reliable might be any conclusion appearing in (or inferred from) the information. The Contractor may not rely upon "record drawings" or similar final or accepted drawings or maps constructed on public or private property. Such information may be used for reference only. Actual locations and depths shall be determined by field investigations by the Contractor.

No oral or telephonic agreement or conversation with any officer, agent, or employee of the City or the Engineer, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the contract documents.

3.02 Plans and Specifications

It is the intent of the Plans and Specifications to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. For convenience, the Specifications are arranged in several sections, but such separation shall not be considered as the limits of the work required by any separate trade. The terms and conditions of such limitations are wholly between the Contractor and his subcontractors. In general, the Special Provisions, General Provisions, and other sections of the specifications indicate the responsibilities of the Contractor and the quality of material and methods of workmanship. The plans indicate dimensions, quantities, positions, and various other details of construction.

Any work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe the work, materials or equipment, such words shall be interpreted in accordance with that meaning.

3.03 References to Standards and Codes

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of the opening of bids except as may be otherwise specifically stated.

3.04 Authority of the Engineer

The City has the final authority in all matters affecting the work. Within the scope of the Agreement, the Engineer has the authority to enforce compliance with the Plans and Specifications and the Contractor shall promptly comply with instructions from the Engineer. The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of materials furnished and work performed; equipment; work execution, rate of progress or sequence of work; and interpretation of the Plans,

Specifications, or other drawings. This shall be precedent to any payment under the Agreement, unless otherwise ordered by the City.

3.05 Contract Documents and Precedence

The Contract Documents consist of the documents listed below, in order of precedence. If there is a conflict between component parts of the Contract Documents, the document highest in precedence controls.

- a. Change Orders.
- b. Directives.
- c. Permits in the following order: those issued by other agencies, those issued by the City.
- d. Project Specifications, in the following order – Supplemental Agreements, Addenda, General Construction Contract, Instructions to Bidders, Notice Inviting Bids, Special Provisions, General Provisions and Technical Specifications.
- e. Project Plans and Drawings. Figure dimensions on drawings shall govern over scale dimensions. Details shall govern over general arrangements.
- f. County of San Mateo Standard Specifications.
- g. County of San Mateo Standard Plans and Details.

All of the individual components of the Contract Documents are intended to be complementary and what is required by one shall be binding as if required by all. Interpretation of a disputed meaning or intent of the plans and specifications shall be made initially by the Engineer in accordance with the application of the order of precedence. Any final decision required regarding precedence and the clarification of discrepancies in the Contract Documents shall be made by the Engineer.

3.06 Record Documents

The Contractor shall keep at the worksite a record copy of all Drawings, Specifications, Addenda, Change Orders, Work Directives, Field Orders and written interpretations and clarifications. These record documents together with all approved submittals, samples and shop drawings will be available to the Engineer as a reference at all times.

3.07 Record Drawings

- a. The Contractor shall maintain a "job site" print of contract drawings and favorably reviewed shop drawings and "design/build" design drawings on the construction site at all times. These "job site" drawings are to be marked up daily with red ink or pencil to record:
 1. where actual installation differs from that shown on the original drawings,
 2. where underground or concealed features are uncovered during the work, whether unforeseen or not,
 3. field changes or deletions to the work,
 4. additional work, whether by Contract Change Order or not.

Underground features and features that are concealed during construction, or work that is added or changed, shall be recorded by both scaling and dimensioning. Elevation shall be recorded accurately to 0.1' and plan dimensions to 0.25'.

Maintaining "job site" record drawings up to date on a daily basis will be subject to specific inspection by the City. Progress payment requests will not be processed unless appropriately certified as to the currency of record drawing updating.

Each "job site" record drawing print shall be stamped "Contractor's Record Drawing" and signed and dated by the Contractor's Representative.

When a portion of the work is "design/build," the Contractor shall transfer all changes to the original (or a reproducible) of the design drawings. Drafting standards shall be in accordance with currently acceptable engineering standards, and they shall be clearly marked "RECORD DRAWINGS".

- b. Record Drawings Submittal - Organize record drawing sheets into a manageable set, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover. Upon completion of work, submit the "job site" record drawings for City's review.

3.08 Reuse of Documents

Neither the Contractor nor any Subcontractor or supplier or other person or organization performing or furnishing any of the work under a direct or indirect agreement with the City shall have any title or rights to any of the Drawings, Specifications or other documents (or copies thereof) which bear the seal of the design engineer. Such documents shall not be reused on extensions of the project or for any other project without written consent of the City and the design engineer.

3.09 Subsurface Data

All soil and soil test data, water table elevations, and soil analyses included or referred to in the Contract Documents apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Any additional subsurface exploration shall be done by the Contractor at their own expense.

The elevation of the water table indicated by soil test reports is that which existed on the date the test hole was drilled. It is the Contractor's responsibility to determine and allow for the possibility of differing ground water elevations on the date of the project's construction. A difference in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered as a basis for extra work.

3.10 Right-of-Way

Acquisition of right-of-way or permanent easements necessary for the improvements as shown on the plans will be provided by the City. Unless otherwise provided, the Contractor shall make his own arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas, easements, and temporary facilities required. Contractor shall identify and hold the City harmless from all claims for damages resulting from such actions.

3.11 Removal of Defective Work

The Contractor's Quality Control Manager shall be responsible for certifying that all materials and all work is installed in accordance with the Contract Documents. The Contractor's Quality Control Manager must inspect all work for compliance with the project documents and shall review and sign all test results. Additionally the Contractor's Quality Control Manager shall notify the Owner of any non-compliant work within 24 hours, plus provide a proposal for corrective measures within 48 hours. As part of the monthly progress pay applications, the Contractor's Quality Control Manager shall also sign certification that all work included in the progress pay application is in compliance with the contract documents.

Any work which does not conform to the requirements of these specifications shall be considered as defective, and all such work or materials, whether in place or not, shall be rejected by the Owner and, unless otherwise permitted by the Owner, shall be rectified/removed immediately from the site of the work. Rejected work shall be rectified/replaced by the Contractor at the Contractor's expense. No rejected work, the defects of which have been subsequently corrected, shall be used until accepted in writing by the Owner.

3.12 Acceptance of Defective Work

The City shall have the option, at its sole discretion and by notice to the Contractor, to accept defective work instead of requiring its removal or correction, in which case the contract sum shall be reduced by an amount equal to the difference between the value to the City such work would have were it complete, correct, and in conformity with the Contract Documents and the value to the City of such defective work. Such option shall be exercised solely by notice to the Contractor and shall not be implied from any act or omission by the City or the Engineer. If the remaining payments and retention are insufficient to cover the amount of the reduction of the contract sum, the Contractor shall promptly pay to the City the amount of any such deficiency.

3.13 Submittals

Within ten (10) working days following the Notice to Proceed, the Contractor shall provide a detailed list of all individual submittals required to be submitted under the contract. The list shall reference the specification section and paragraph that requires the submittal along with the date the Contractor plans to transmit the submittal to the City for review.

Unless otherwise requested by the Engineer, submittals shall be provided electronically in .pdf format at least 28 calendar days prior to the approval being necessary for the work. Submittals shall be transmitted via e-Builder submittal module. Large submittals consisting of reports, oversized or colored pages, full sized shop drawings, manuals contained in binders, or submittals in other forms not easily reproduced shall be provided in hard copy format.

When requested by the Engineer, the Contractor shall provide hard copy submittals for items included in the Special Provisions.

For items requiring shop drawings, no materials shall be furnished, and no work shall be performed, until the drawings have been favorably reviewed. Shop drawings shall be of a size and scale to clearly show all necessary details.

After review by the City of each of the Contractor's submittals, submittals will be marked with actions defined as follows:

- a. NO EXCEPTIONS TAKEN – Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute acceptance of deletion of specified or required items not shown in a partial submission.
- b. MAKE CORRECTIONS NOTED – The same as item (a), except that minor corrections as noted by the City shall be made by the Contractor. No resubmission is required.
- c. AMEND AND RESUBMIT – Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the City.
- d. REJECTED – Submitted material does not conform to plans and Specifications in major respects. This material is not expected to be resubmitted.
- e. ACCEPTED FOR RECORD – Submittals not reviewed by the City but accepted for record purposes.
- f. All submittals (shop drawings and supporting data, catalogs, schedules, etc.), shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. The Contractor shall check all submittals before submitting them to the City.
- g. By submitting the bid, the Contractor agrees that the City has no duty to the Contractor or any of its subcontractors or suppliers for the accuracy, completeness, or sufficiency of the City's review of submittals. The Contractor further agrees to incorporate this requirement in all of its subcontracts or purchase agreements.
- h. Each submittal shall relate only to one item or groups of items logically related.
- i. Allow the number of days stated in the Special Provisions for the City's review of submittals and resubmittals. Note that there are some different requirements for Construction Schedule submittals. No extension of time will be allowed through failure of the Contractor to either transmit submittals sufficiently in advance of the work or on account of resubmittals.

- j. Incomplete submittals will not be accepted.
- k. If the City's review of a submittal requires cross reference to, or coordination with, another submittal not yet transmitted to the City for review, it will be returned to the Contractor for resubmittal at a more appropriate time.

Alternatively, and at the City's discretion, the City may elect to advise the Contractor that the submittal review will be deferred for review. In such circumstances the City's review time will correspondingly be increased so the effective review time allowed is not reduced.

- l. If the City's review of a submittal reveals that supplemental information is necessary to complete the review, it will be returned to the Contractor for augmentation and resubmittal.

Alternatively, and at the City's discretion the Contractor may be requested to provide supplemental information to enable a review to be completed, in which case the City's review time will correspondingly be increased so the effective review time allowed is not reduced.

- m. The City shall review schedules, shop drawings, etc., submitted by the Contractor only for general design conformance with the concept of the project and compliance with the information given in the Contract Documents. Acceptance by the City of any drawings, method of work, or any information regarding materials and equipment the Contractor proposes to furnish shall not relieve the Contractor of its responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the City, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the City has no objection to the Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.
- n. Submittals shall be reviewed as a complete package and will not be returned marked with more than one of the actions noted above. Any submittal that requires further review shall be resubmitted in its entirety until the full submittal has been favorably reviewed.
- o. The Contractor shall not proceed with the fabrication, delivery, construction or installation of items requiring a submittal without favorable review of the submittal by the City. No site construction shall commence without a favorable review of the Baseline Construction Schedule, and the Submittal List. Items (a) and (b) above (no resubmittal required) are considered "favorable review". Items (c) and (d) above (correction and resubmittal required) are considered "unfavorable review". Favorable review shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of Law, nor constitute a Contract Change Order.

Favorable review of the shop drawings by the Engineer is interpreted to mean that there is substantial and acceptable conformance with the contract plans, but details of design may not necessarily be checked for adequacy or accuracy. Such acceptance shall not relieve the Contractor from the responsibility for errors or omissions in the shop drawings or from deviations from the contract documents unless such errors, omissions, or deviations were specifically called to the attention of the Engineer in writing. The Contractor shall be responsible for the correctness of the shop drawings, for shop fits and field corrections, and for the results obtained by the use of such plans.

Neither review nor approval of Contractor's submittal shall relieve the Contractor of its obligations with respect to the performance under the contract.

3.14 Substitutions

A request for substitution will be considered if received within 20 calendar days from the date of Award, or within 15 days from the date the Notice to Proceed is issued, whichever is the later. Within 10 calendar days of receipt of the request for substitution, the City may request additional information necessary for

evaluation. Within 21 calendar days from receipt of the request for substitution, or 14 calendar days from receipt of additional information, whichever is later, the City will respond to the request for substitution. If a decision on use of a substitute cannot be made within these time limits, the product specified shall be used.

Proposed requests by the Contractor for changes in products, materials, equipment, and methods of construction required under the Contract Documents after the award of contract are considered "requests for substitutions". For proposed "or equal" substitutions, attention is directed to Section 5.03, "Trade Names or Approved Equals" of these General Provisions. The following are not considered substitutions:

- a. Revisions to Contract Documents requested by the City.
- b. Specified options of products and construction methods included in Contract Documents.
- c. Compliance with governing regulations and orders issued by governing authorities.

Each request for substitution shall be prepared and presented to the City in accordance with the procedures for submittals, except that the following additional information shall be provided.

- a. An explanation of the advantages to the City for accepting the substitution.
- b. A comparison of significant qualities of the proposed substitution with those specified.
- c. A list of changes or modifications needed to other parts of the work and to construction performed by the City and separate Contractors that will be necessary to accommodate the proposed substitution.
- d. A statement indicating the substitution's effect on the Construction Schedule compared to the Construction Schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
- e. Cost information, including a proposal of the net change, if any, in the Contract Sum.
- f. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

The Contractor's substitution request will be considered by the City when the following conditions are satisfied, as determined by the City; otherwise, requests will be returned without action except to record noncompliance with these requirements:

- a. Extensive revisions to Contract Documents are not required.
- b. Proposed changes are in keeping with the general intent of Contract Documents.
- c. The request is timely, fully documented and properly submitted.
- d. The specified product or method of construction cannot be provided within the Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly, unless the product proposed is at least equal or better.
- e. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other

construction by the City or separate contractors, and similar considerations.

- f. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
- g. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
- h. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
- i. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

The Contractor's submittal and City's acceptance of Shop Drawings, Product Data or Samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The City will notify the Contractor of acceptance or rejection of the proposed substitution within the time limits stated in the Special Provisions. If a decision on use of a substitute cannot be made within these time limits the product specified shall be used.

No extension of time will be allowed through failure of the Contractor to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted.

3.15 Survey

The Contractor shall provide all survey required by an independent land surveyor licensed in the State of California.

3.16 Construction Staking Lines and Grades

Unless otherwise stated in the Special Provisions, the Contractor shall provide, preserve, and replace if necessary, all of the necessary construction stakes required for the construction of the project. Grades for underground conduits will be set on the ground surface and shall then be transferred to the bottom of the trench by the Contractor.

Stakes or marks will be set by a California Licensed Surveyor or a California Registered Civil Engineer to establish the lines and grades required for the completion of the work as specified in the Contract Documents. It shall be the Contractor's responsibility to notify the Engineer of any discrepancies found between field grades and notes shown within the Contract Documents.

Contractor shall furnish horizontal control and cut sheets to the Engineer immediately upon the setting of construction or boundary markers. Upon completion, all work shall conform to the lines, elevations, and grades shown on the plans. All staking including staking notes and notations on survey stakes shall be in accordance with the Caltrans Staking Manual. All staking notes shall be provided within 24 hours after survey staking.

3.17 City's Construction Inspector's Work Hours

The Contractor shall give the City one working day's notice before beginning work so the City's inspection of the work can be arranged. Regular working hours for City Construction Inspectors are between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding City holidays. If the Contractor works outside these times, the Contractor may be charged for additional inspection.

3.18 Inspection of the Work

All work is subject to inspection and approval of the Engineer. Unless otherwise stated in the specifications, the City shall perform all required inspections. The Contractor shall notify the Engineer before noon of the working day before inspection is required. Unless otherwise authorized, work shall be done only in the presence of the Engineer. Any work done without proper inspection will be subject to rejection. The Engineer shall at all times have access to the work during its construction at shops and yards as well as the project site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract.

If a portion of the work is covered contrary to the Engineer's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by the Engineer, be uncovered for the Engineer's observation and be replaced at Contractor's expense without adjustment of the contract time or the contract sum.

If a portion of the work has been covered, which is not required by the Contract Documents to be observed or inspected prior to it being covered and which the Engineer has not specifically requested to observe prior to its being covered, the Engineer may request to see such work and it shall be uncovered and replaced by Contractor. If such work is in accordance with the Contract Documents, the costs of uncovering and replacing the work shall be added to the contract sum by change order; and if the uncovering and replacing of the work extends the contract time, an appropriate adjustment of the contract time shall be made by change order. If such work is not in accordance with the Contract Documents, the Contractor shall pay such costs and shall not be entitled to an adjustment of the contract time or the contract sum.

3.19 Special Inspections

Unless otherwise indicated in the Contract Documents, all special inspections are required to be provided by an independent company, properly certified, coordinated and paid for by the Contractor.

3.20 Sampling and Testing

All sampling and testing is to be performed **by the Contractor** in order to meet the standard expressly described in the specification and in the City's Quality Assurance Program. Unless otherwise stated in the Contract Documents, all required sampling and testing will be performed directly by an independent laboratory, coordinated and paid for by the Contractor. Contractor shall cooperate with the City in coordinating the necessary testing. The coordination of testing is the responsibility of Contractor. The coordination of testing shall be the responsibility of the contractor. The frequency and location of tests shall be as indicated in the Special Provisions and the Technical Specifications. All compaction test sites deeper than five (5') feet below grade shall be properly shored by the Contractor to protect testing personnel.

The cost for performing re-tests due to failures, or additional call-outs if work is not ready to test, will be paid for by the Contractor. The City shall require retesting until all required tests are successfully passed.

SECTION 4 – CHANGES IN WORK

4.01 Limited City Authority to Approve Change Orders

The Contractor recognizes that the City is a public agency and that it can only act through its duly authorized agents. In this regard, the Contractor agrees that only written change orders, executed by the City, shall be valid.

4.02 Contractor Liability for Unapproved Change Orders

Unless a valid change order is issued, all changes in the work performed by the Contractor shall be at the Contractor's own risk, and shall not be entitled to any additional compensation. Furthermore, the Contractor may be required to make the work conform to the plans and specifications. No act or series of acts by the City during the course of the contract shall be deemed to constitute a waiver of the City's rights to rely upon this provision.

4.03 Non-Material Change Requests by the Contractor

Changes in the plans and specifications requested in writing by the Contractor, which do not materially affect the work and which are not detrimental to the work or to the interests of the City, may be granted to facilitate the work, when approved in writing by the Engineer. If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the City. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes or to increase the contract sum or contract time as a result of the proposed change.

4.04 Directives

The Engineer may issue Directives in the form of Field Orders, Clarifications, responses to Requests for Information, or any other document which makes interpretations or clarifications to the Contract Documents. Directives shall be binding upon the Contractor, and the Contractor shall promptly carry out the requirements of such Directives.

4.05 Requests for Information, Inconsistencies and Changed Conditions

Before undertaking each part of the work, the Contractor shall carefully study all pertinent figures shown in the Contract Documents and verify that all applicable field measurements are free of conflicts, errors, discrepancies, inconsistencies and omissions. If such conditions are discovered, the Contractor shall notify the Engineer by writing a Request for Information, and await direction from the Engineer before proceeding.

The means of seeking this clarification shall be via e-Builder Request for Information process.

If the Contractor encounters a changed condition, as defined by one or more of the conditions below, the Contractor shall notify the Engineer by submitting a Request for Information before proceeding.

- a. Material differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined by Health and Safety Code, Section 25117 that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provision of existing law; and
- b. Subsurface or latent physical conditions at the site differing materially from those represented in the Contract Documents; and
- c. Unknown physical conditions at the site of any unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in the work and of the character provided for in the Contract Documents.

No extension of Contract time shall be made by the City due to the Contractor's failure to provide a timely written notice of any inconsistency or changed condition requiring direction. The Engineer will respond to the Contractor's Request for Information, providing an interpretation, clarification or change order for an

appropriate adjustment in contract time and cost pursuant to General Provisions, Section 4.07, “Change Orders”. Contractor shall wait for the Engineer’s written response to a Request for Information before proceeding with any work.

The Contractor shall not be liable to the City for failure to report any conflict, error, or discrepancy in the Contract Documents, unless the Contractor had actual knowledge or could foresee such conditions as may be discovered by a reasonable examination of the work site or materials. If the Contractor performs any construction activity in which he knows or should know involves an error, inconsistency, ambiguity, or omission referred to in this Section, without notifying and obtaining the written consent of the Engineer, Contractor shall be responsible for the resultant costs, including, without limitation, the costs of correcting defective work. However, in an emergency affecting the safety of persons or property, the Contractor shall take all reasonably necessary precautions to prevent or minimize damage, injury, or loss.

4.06 Extra Work

New or unforeseen work may be classified as “Extra Work” when the Engineer determines that the work is not covered by contract unit prices, not stipulated in the scope of work, represents work that is substantially different from what the Contractor bid upon, or falls under the category of a changed condition. The General and Special Provisions shall apply to all of the work, including extra work authorized. Payment for extra work will be made on the basis of General Provisions, Section 4.07, “Change Orders”.

The Contractor shall maintain records sufficient to distinguish the direct cost of extra work from the cost of other operations. The Engineer will compare his records with the Contractor’s reports, to make the necessary adjustments and compile the costs associated with the extra work.

When extra work reports are agreed upon and signed by both parties, they shall become the basis of payment. When extra work is still under negotiation or has not been agreed upon, the Contractor shall keep daily detailed and accurate records itemizing each element of cost and shall provide certified payroll, invoices, and other substantiating records and documentation.

When extra work is to be paid on a force account basis, the labor, materials and equipment used in the performance of that work shall be paid in accordance with the following. To the total of the direct costs computed, there will be an added markup of 35% to the cost of labor, 15% to the cost of materials and 15% to the cost of equipment. These markups shall constitute full compensation for any and all overhead costs, profit, or other costs not specifically designated as a cost of labor, material or equipment. When subcontractors perform force account work, an additional 5% markup shall be added to the total cost of the extra work to reimburse the Contractor for additional administrative costs. No markup for any subcontractor beyond the first tier shall be paid.

During the performance of extra work by force account, and as a condition to the Contractor’s right to an adjustment of the contract sum, the Contractor shall prepare daily reports itemizing all costs for labor, materials, and equipment rental. For labor costs, the reports shall include names, job classifications, hours worked and rates of pay. For equipment costs, the reports shall include size, type, identification number and hours of operation. All records and reports shall be submitted to the Engineer for approval on a daily basis. Reports shall be made on the City of East Palo Alto Daily Extra Work Report form.

4.07 Change Orders

At any time during the progress of the work, and without in any way rendering void the Contract, the City may order alterations, additions or deductions from the work by change order, without notice to sureties. When so ordered in writing, the Contractor shall proceed with work as directed by the change order.

The change order shall describe the change in the work, the adjustment of the contract sum (if any), and the adjustment of the contract time (if any). The Contractor shall not be entitled to any extension of time for the completion of the work by virtue of any change order unless the change order specifically affects the controlling operation and provides for this. If, after receiving a change order, the Contractor feels that they are entitled to an extension of time, the Contractor may, within five (5) working days file a written request for consideration by the Engineer.

The process of submitting a proposed change, a cost proposal, negotiating an agreed upon change order, or any failure to reach an agreement as to an adjustment in the contract sum or the contract time, shall not relieve the Contractor of their obligation to perform in accordance with the Contract Documents.

Change orders may be Unilateral Change Orders or Agreed Upon Change Orders. Upon the receipt of either form of change order, the Contractor shall proceed promptly and diligently with the extra work.

- a. *Unilateral Change Orders* – A Unilateral Change Order may be issued by the City without the Contractor's signature where the City determines that it is in the City's best interest to proceed with the work, and the change does not materially alter the character of the work. The Contractor shall be deemed to have accepted the terms of any Unilateral Change Order unless the Contractor submits a written protest with respect to the change order, no later than ten (10) working days following the Contractor's receipt of the change order. See General Provisions, Section 4.08, "Disputed Work".
- b. *Agreed Upon Change Orders* – Within five (5) working days after receiving a request from the City for a written proposal for an Agreed Upon Change Order, the Contractor shall provide the Engineer with a cost proposal in a form satisfactory to the Engineer, setting forth the Contractor's proposed adjustments to the contract sum and contract time for performing the extra work.

Compensation for Agreed Upon Change Orders shall be calculated based upon the bid item unit prices stated in the Bid Schedule and no additional markup for overhead or profit will be provided. If there are no unit prices for the extra work, the Contractor and the City may agree upon unit prices or lump sum prices, which shall be used to increase or decrease the contract sum. When extra work changes the scope of bid item work, payment can be made by paying an agreed upon unit price adjustment or lump sum price adjustment of compensation. In the absence of price agreement, the contract sum shall be adjusted by force account.

The City pays for change order work based on one or a combination of the following:

1. Bid item unit prices
2. Agreed upon unit prices
3. Agreed upon lump sum price
4. Force account
5. Adjustment of compensation

Changed Quantity Payment Adjustments:

- a. *Increases of More Than 25 Percent* – If the total bid item quantity exceeds 125 percent of the quantity shown on the Bid Item List and if no approved Change Order addresses payment for the quantity exceeding 125 percent, the Engineer may adjust the unit price for the excess quantity under the 2010 State Standard Specification, Section 9-1.04 (force account) or the following:
 1. The adjustment is the difference between the unit price and the unit cost of the total item pay quantity.
 2. In determining the unit cost, the Engineer excludes the item's fixed costs. You have recovered the fixed costs in the payment for 125 percent shown on the Bid Item List.
 3. After excluding fixed costs, the Engineer determines the item unit cost under the 2010 State Standard Specification, Section 9-1.04 (force account).
 4. If the payment for the number of units of a bid item in excess of 125 percent of the Bid Item List is less than \$5,000 at the unit price, the Engineer may not adjust the unit price unless you request it.
- b. *Decreases of More Than 25 Percent* – If the total item pay quantity is less than 75 percent of the quantity shown on the Bid Item List and if no approved Change Order addresses payment for the quantity less than 75 percent, you may request a unit price adjustment. The Engineer may adjust the unit price for the decreased quantity under the 2010 State Standard Specification, Section 9-

1.04 (force account) or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total pay quantity.
2. In determining the unit cost, the Engineer includes the item's fixed costs.
3. After including fixed costs, the Engineer determines the item unit cost under the 2010 State Standard Specification, Section 9-1.04 (force account).
4. The City does not pay more than 75 percent of the item total in the Bid Item List.

c. Eliminated Items

1. If the Engineer eliminates an item, the City pays your costs incurred before the Engineer's elimination notification date.
2. If you order authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:
3. If the material is returnable to the vendor, the Engineer orders you to return the material and the Department pays your handling costs and vendor charges.
4. The City pays your cost for the material and its handling and becomes the material owner.
5. The Engineer determines the payment for the eliminated bid item under the 2010 State Standard Specification, Section 9-1.04 (force account).

Agreed Upon Price Adjustments – If there are no unit prices for proposed extra work, the Contractor and the City may agree upon unit prices or lump sum costs, by written change order, prior to commencing work. In the absence of any such agreement, the contract sum shall be adjusted by force account.

Force Account – When extra work is to be paid on a force account basis, the labor, materials and equipment used in the performance of that work shall be paid in accordance with the 2010 State Standard Specification, Section 9-1.04 (force account) and as provided for below. To the total of the direct costs computed, there will be an added markup of 35% to the cost of labor, 15% to the cost of materials and 15% to the cost of equipment. These markups shall constitute full compensation for any and all overhead costs, profit, or other costs not specifically designated as a cost of labor, material or equipment. When subcontractors perform force account work, an additional 5% markup shall be added to the total cost of the extra work to reimburse the Contractor for additional administrative costs. No markup for any subcontractor beyond the first tier shall be paid.

- a. *Labor* – Labor costs shall be based on the prevailing wage scale for each craft or type of work. Employer payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs shall be included and will be calculated as the Labor Surcharge stipulated in the State of California, Labor Surcharge and Equipment Rental Rates book.
- b. *Materials* – Materials cost shall be the cost of all materials purchased by the Contractor and used in the extra work and shall be the actual cost of such materials, including sales taxes, freight and delivery charges. The City reserves the right to approve materials to be furnished by the Contractor, sources of supply or, if necessary, to furnish the materials to the Contractor. No compensation will be paid to the Contractor for any material furnished by the City or for materials not used.
- c. *Equipment Rental* – The Contractor will be allowed the actual rental rate of equipment, prorated over the time the machinery or equipment is required. For Contractor owned equipment, this rate shall be as stipulated in the State of California, Labor Surcharge and Equipment Rental Rates book. In addition, the Contractor will be allowed reasonable move-in and move-out charges, if applicable. All equipment shall, in the opinion of the Engineer, be in good working order, good condition, and suitable for its purpose. Equipment or tools having a replacement value of \$200.00 or less, whether or not consumed by use, shall be considered small tools and no payment will be made therefore.

- d. *Other Services or Expenditures* – The City may authorize and approve payment for work performed by special forces or necessary services and expenditures other than labor, materials, and equipment rental.

During the performance of extra work by force account, and as a condition to the Contractor's right to an adjustment of the contract sum, the Contractor shall prepare daily reports itemizing all costs for labor, materials, and equipment rental. For labor costs, the reports shall include names, job classifications, hours worked and rates of pay. For equipment costs, the reports shall include size, type, identification number and hours of operation. All records and reports shall be submitted to the Engineer for approval on a daily basis. Reports shall be made on the City of East Palo Alto Daily Extra Work Report Form.

4.08 Resolution of Disputes

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the City and the Contractor. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the City, the following is required to initiate review, determination and resolution.

4.08.1 Notice - Contractor shall provide a written notice of disputed work to the Engineer's attention prior to the commencement of and sufficiently in advance of performing the disputed work to allow the Engineer initial review of the disputed work. The notice shall be submitted in accordance with General Provisions, Section 4.05, "Requests for Information, Inconsistencies and Changed Conditions". If the Contractor disagrees with the Engineer's decision, or in any case where the Contractor deems additional compensation or a time extension to the Contract time is due the Contractor for work or materials not covered in the Contract or which the Engineer has not recognized as extra work, the Contractor shall notify the Engineer, in writing, of its intention to dispute the Engineer's decision.

Timely notice of potential claim is of great importance to the Engineer and the City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Engineer has kept account of the work in question, shall not in any way be construed as proving the validity of the dispute.

Notice pertaining to decisions provided in General Provisions, Section 4.05, "Requests for Information, Inconsistencies and Changed Conditions", or such other determinations by the Engineer shall be filed in writing to the Engineer within ten (10) days of receipt of such decision and prior to the commencement of such work. Written notice shall be clearly titled "Notice of Potential Claim" and shall be numbered starting with Number 1.

Such notice of potential claim must be stated with specificity, including identification of the event giving rise to potential claim, the date of the event, and the asserted effect on contract sum and contract time. The notice of potential claim shall include adequate supporting data. Adequate supporting data for a potential claim for an adjustment of the contract time shall include scheduling data demonstrating the impact of the event on the completion of the work. Adequate supporting data for a potential claim for an adjustment of the contract sum shall include a detailed cost breakdown of the items allowed, isolating labor, material, and equipment costs, and providing detailed quantities and unit prices for changed work. If the exact amount of a potential claim is not ascertainable at the time such potential claim is made, the supporting data currently available shall be submitted. Supplemental data supporting the exact amount of the potential claim shall be submitted as soon as available.

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of all costs, including a summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Engineer daily, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

No claim for additional compensation or extension of time for a delay will be considered unless the provisions of General Provisions, Section 7.17, “Delays and Extensions of Time” are complied with. No claim filed after the date of final payment will be considered.

Unless notice is properly given, the Contractor shall not recover costs or any damages incurred by it because of the alleged extra work, changed work or other situation which had required notice been given, would have given rise to a right for additional compensation.

4.08.2 Response by Engineer - The Engineer shall review the “Notice of Potential Claim” and within ten (10) days of receipt of the notice shall respond to the Contractor in writing with its determination, or if it is necessary to extend this period, the Engineer shall notify the Contractor in writing as to when a decision will be provided.

4.08.3 Appeals to the Assistant Director of Public Works/City Engineer - In the event the Contractor disagrees with the Engineer’s determination provided in accordance with Section 4.08.2, “Response by Engineer”, the Contractor may, within ten (10) days of receipt of such determination, appeal the determination to the Assistant Director of Public Works/City Engineer for review. The Assistant Director of Public Works/City Engineer shall review the appeal and transmit the decision in writing to the Contractor within 30 days from the date of receipt of the appeal.

In the event the Contractor disagrees with the determination of the Assistant Director of Public Works/City Engineer, the Contractor shall notify the Engineer, in writing within ten (10) days of receipt of such determination, of its intention to file a claim in accordance with General Provisions, Section 4.09, “Resolution of Claims Under Public Contract Code Section 20101” and Section 4.10. “Resolution of Claims under Public Contract Code Section 9204”. Failure of the Contractor to appeal the determination of the Engineer within said ten (10) day period shall constitute a waiver of the Contractor’s right to file a claim resulting from such determination or decision.

4.08.4 Dispute Meetings - From time to time the Contractor may request or the Engineer may call a special meeting to discuss outstanding disputes should it deem this a means of possible help in the resolution of the dispute. The Contractor shall cooperate and attend prepared to discuss its dispute and make available the personnel, subcontractors and suppliers necessary for resolution, and all documents which may reasonably be requested by the Engineer.

4.08.5 Submission of Potential Claim Costs – Potential claim costs must be submitted within thirty (30) days after the last cost of work for which the Contractor contends it is due additional compensation. But if costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Engineer, as best the Contractor is able, its costs incurred for the claimed matter.

Potential claims shall be made in itemized detail and should the Engineer be dissatisfied with the format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Engineer. If the additional costs are in any respect not knowable with certainty, they shall be estimated as best can be done. The Engineer shall have the right as provided in Section 4, “Changes in Work” to review the Contractor’s records pertaining to a submitted claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Section 4, “Changes in Work”.

4.09 Resolution of Claims Under Public Contract Code Section 20104

Disputes pertaining to this Agreement for three hundred and seventy-five thousand dollars (\$375,000) or less which cannot be resolved between the parties pursuant to Section 4.08, “Resolution of Disputes”, shall be resolved pursuant to the provisions of Public Contract Code commencing at Section 20104.

4.09.1 Disputes for \$375,000 or Less - Said Code sections provide in part that:
Under the law (starting at Public Contract Code Section 20104.2) construction claims of \$375,000.00 or less on local public agency construction contracts must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of

final payment.

The City must respond in writing to any written claim of three hundred seventy-five thousand dollars (\$375,000) or less within 60 days (or, in the case of claims of less than \$50,000, within 45 days) of receipt of claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided, pursuant to Public Contract Code Section 20104.2, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days (or, for claims of less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

If the claimant disputes the City's written response (or if the City fails to respond within the time periods prescribed above) the claimant may notify the City, in writing, within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the times prescribed, respectively, and demand an informal settlement conference. The City must then schedule a settlement conference within 30 days.

Following the settlement conference, if the claim or any portion remains in dispute, the claimant may file a claim as required by the claims statute commencing at California Government Code Section 910 and in accordance with the East Palo Alto Municipal Code. The time within which a Government Code claim must be filed is tolled from the time the claimant submits the Public Contract Code claim until the time when the claim is denied. Pursuant to East Palo Alto Municipal Code, the claim must be filed with the City Clerk.

4.09.2 Disputes Exceeding \$375,000 - Unless this Contract provides otherwise, all claims between the City and the Contractor that are not resolved between the parties and are not governed by Public Contract Code Section 20104 shall be resolved per the procedures established in Public Contract Code Section 9204 and per Section 4.10, "Resolution of Claims under Public Contract Code Section 9204" below.

4.09.3 Civil Action Proceedings - If a civil action is filed to resolve the claim, then between 30 and 60 days after the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by the parties. The parties are given 15 days to select a disinterested third person as mediator. Mediation must commence within 30 days of submittal and conclude within 15 days of commencement unless the time is extended for good cause by the court.

If the matter remains in dispute, the case must be submitted to judicial arbitration pursuant to procedures set forth in the Code of Civil Procedure commencing at Section 1141.10. Discovery is permitted consistent with the rules pertaining to judicial arbitration.

Arbitrators shall be experienced in construction law.

A party who appeals an arbitration award and does not obtain a more favorable judgment shall pay the attorney's fees on appeal of the other party. The City must pay interest at the legal rate on any arbitration award or judgment, commencing on the date when suit was filed. Except as otherwise provided in the Contract, the City must pay the undisputed portions of any claims.

Should either party to this Contract bring legal action against the other, the case shall be handled either by the Superior Court of the State of California in the County of Santa Clara, or the United States District Court, Northern District of California. The Agreement shall be construed and its performance enforced under California Law.

4.10 Resolution of Claims under Public Contract Code Section 9204

The provisions of this section are provided pursuant to Public Contract Code Section 9204. These provisions are applicable only until January 1, 2020 and then are repealed and not applicable to this Contract unless another State statute extends the date of these provisions.

4.10.1 Claim Definition - "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City.
- b. Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- c. Payment of an amount that is disputed by the City.

4.10.2 Claim Process - Upon receipt of a claim pursuant to this Section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and Contractor may, by mutual agreement, extend the time period provided in this subsection.

The Contractor shall furnish reasonable documentation to support the claim.

If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, provision of General Provisions, Section 4.10.3.1, "City's Failure to Respond", shall apply.

4.10.3 Disputed Claims - If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to,

neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4.10.3.1 City's Failure to Respond - Failure by the City to respond to a claim from the Contractor within the time periods described in this subsection or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied because of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

4.10.3.2 Interest - Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

4.10.3.3 Subcontractor Claims - If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the Contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

4.10.3.4 Waiver of Provisions - A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

SECTION 5 – CONTROL OF MATERIALS

5.01 Materials and Workmanship

All materials, parts and equipment furnished by the Contractor in the work shall be new, high grade, and free from defects. Workmanship shall be in accordance with generally accepted standards. Materials and workmanship shall be subject to the Engineer's approval.

Materials and workmanship not conforming to the requirements of these specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at the Contractor's expense, when so directed by the Engineer.

If the Contractor fails to replace any defective or damaged work or material after notice from the Engineer, the Engineer may cause such work or materials to be replaced. The replacement expense shall be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts and equipment is permissible only if permitted by the Special Provisions.

Submittals for specialized material or equipment to be used in the work that is not readily available from material suppliers (such as electroliers, luminaries, signal poles, heads, cable, controllers, pumps, etc.) shall be submitted within five (5) working days after Notice to Proceed. Time extensions will not be granted for project delays due to the unavailability of such specialized material and equipment unless the Contractor furnishes the Engineer with documentation of purchase order dates, acceptable reason for delay of delivery, or proof of diligent efforts to obtain said items from alternate sources.

The Contractor shall provide the Engineer with periodic reports to inform the Engineer of any changes in the projected material or equipment delivery dates.

5.02 Protection of Work and Materials

The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and equipment for the duration of the contract.

The Contractor shall not, without the City's consent, assign, sell, mortgage or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the contract.

5.03 Trade Names or Approved Equals

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of a manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or approved equal". Because products specified may have a uniqueness that can't be matched, the Contractor must "bid" the work based upon the products specified. If, during the submittal process, an equivalent product is proposed by the contractor, the contractor must provide data to show that the product is considered equal. Contractor shall also identify any price differences, which shall be considered as part of the substitution and if accepted, shall result in an appropriate credit or cost to the City by change order should the substitution be made.

Wherever catalog numbers and specific brands of trade names followed by the designation "or approved equal" are used in conjunction with a designated material, product, item, or service mentioned in these specifications, they are used to establish the standards of quality and utility required. "Or approved equal" proposals will be subject to acceptance by the City.

Unless otherwise authorized by the Engineer, the proposed substitution must be submitted in sufficient time, before the normal use or installation of the material, process or equipment, for the Engineer to determine the equivalency and for the Contractor to make any required purchases (including delivery).

At the Contractor's expense, shall furnish data concerning items offered by the Contractor as equivalent to those specified. The Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function. Installation and use of a proposed item shall not occur until after approval by the Engineer.

Test methods shall be submitted for approval by the Engineer prior to the test being performed on an item proposed for substitution. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the proposed item is equivalent. The Engineer shall determine whether the material offered is equivalent to that specified, and the Engineer's findings shall be final. If a substitute offered by the Contractor is found to be not equal to the specified material, the Contractor shall furnish and install the specified material.

The specified contract completion time shall not be affected by any circumstances developing from the provisions of this Section.

5.04 Inspection of Materials by City

Unless otherwise specified, inspection may be required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations.

Standard items of equipment such as electric motors, conveyers, elevators, plumbing fixtures, etc., are subject to inspection at the job site. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Special Provisions may specify additional inspection requirements.

5.05 Inspection of Materials by Others

When the City does not elect to make its own inspection at the source, the Contractor shall, at its expense, engage an inspector or accredited testing laboratory to inspect the materials, equipment or process. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the plans and specifications. No materials or equipment shall be shipped nor any processing, fabrication or treatment of such materials shall be done without a favorable inspection. These materials shall be subject to re-inspection at the job-site.

5.06 Certification

The Engineer may waive material testing requirements of the Specifications and accept the manufacturer's written Certificate of Compliance or test data demonstrating that the materials to be supplied meet the requirements of the Specifications. A Certificate of Compliance is acceptable for authorizing the use of steel pipe in sizes less than 18 inches and vitrified clay, cast iron or ductile iron pipe in all sizes. The City may request any materials used on the basis of a Certificate of Compliance to be sampled or tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of the responsibility for incorporating materials in the work which conforms to the requirements of the Contract Documents. **The Certificate of Compliance shall be signed and dated by the manufacturer, state the lot number for which the Certificate applies, indicate the specifications which the materials comply with, state the quantity of material covered by the certificate, and clearly demonstrate that the materials certified are specifically to be used for this project. Unsigned, generic, or non-project specific certificates of compliances will not be accepted as a means of release. In addition, the Contractor's Quality Control Manager shall be responsible for reviewing the Certificates of Compliances to verify acceptability and conformance with these specifications prior to submitting to the City.**

5.07 Weighing and Metering Equipment

All scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work by a scale service agency, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Code of Regulations pertaining to weighing devices. A certificate of compliance shall be presented to the Engineer for approval prior to operation, and shall be renewed whenever required by the Engineer at no cost to the City.

All scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area such that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

5.08 Calibration of Testing Equipment

Testing equipment, such as but not limited to, pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing agency acceptable to the Engineer at intervals not to exceed 12 months, and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

SECTION 6 – UTILITIES

6.01 Contractor's Obligation to Identify and Protect Subsurface Infrastructure

The Contractor shall locate and protect service laterals, conduits, and appurtenances of any underground facility, the presence of which could be reasonably inferred from the Contract Documents or from the presence of visible facilities such as buildings, meters, and junction boxes, prior to doing any work that may damage any such facilities, or interfere with their service. Where underground main distribution conduits, such as water, gas, sewer, electric power, telephone, or cable television are shown on the plans, the Contractor shall assume that every parcel will be served by a service connection for each type of utility. The Contractor shall comply with all requirements for the protection of underground infrastructure.

It shall be the Contractor's responsibility to complete all work in a manner that satisfies utility company standards, providing if requested, detailed plans prepared by a California Registered Civil Engineer showing necessary temporary support of utilities during coordinated construction work. The Contractor is directed to contact these agencies before submitting bids and to be familiar with their requirements.

The Contractor agrees to assume liability and to hold the City of East Palo Alto, its officers, and employees harmless from any damages resulting from the existence of underground utilities and structures not reported to the Engineer, not indicated on the public records examined, or located at variance with that reported or shown on records examined.

6.02 Location

The City will search known records and indicate on the plans those utilities, except service connections, which may affect the work. All available information regarding removal, relocation, or disconnection of utilities, or installation of new utilities, will be furnished to prospective bidders before the receipt of bids. The Contractor shall immediately report to the Engineer those utilities omitted from the plans or found substantially at variance with the location shown.

Existing and proposed utilities and improvements are shown in their approximate locations. Locations may not have been field verified and no guarantee is made as to the accuracy and completeness of the information shown. The fact that any facility is not shown on the plans shall not relieve the Contractor of responsibility under this Section. It shall be the Contractor's responsibility to determine the existence and location of utilities shown on the plans, indicated by field locating services, or evidenced by facilities visible in the field. No additional compensation will be allowed for delays incurred as a result of the Contractor's failure to field verify and/or pothole existing utilities prior to beginning construction. Potholing shall be considered as part of the various contract bid items and no additional compensation will be allowed.

At least two (2) working days prior to commencing work, the Contractor shall request utility owners to mark or otherwise indicate the location of their substructures. Contractor shall contact Underground Service Alert (USA) at (800) 642-2444 and the Engineer at least 48 hours prior to excavation. The locations of utilities as shown on the plans are approximate and are not to be construed as certainty. It shall be the Contractor's responsibility to determine the true location and depth of all utilities and service connections affecting or conflicting with the work, prior to the performance of the work. As necessary, the Contractor shall pothole these utilities prior to working in the area to avoid damage to them. Potholing shall be considered as part of the contract bid items, and no separate payment will be made. Contractor shall familiarize himself with the type, material, age and condition of any utility which may be affected by the work.

6.03 Protection

As necessary or as directed by the Engineer, the Contractor shall field adjust proposed improvements to avoid conflicts with existing improvements. The Contractor shall not interrupt the service function or disturb the supporting base of any utility, without authority from the utility owner or order from the City.

Where protection is required to insure support of existing underground, overhead and at-grade utilities (including their associated structures and service connections) as shown on the plans, the Contractor shall furnish and place the necessary protection at Contractor's expense. In case of damage, the Contractor, without additional compensation, shall restore utilities to as good of a condition as they were found.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the plans, the Contractor shall notify the City and be fully responsible for protecting such utility. When authorized by the Engineer, additional protection may be paid by change order, for utilities other than a service connection.

The Contractor shall immediately notify the Engineer and the utility owner if the Contractor disturbs, disconnects or damages any utility. If the utility is located substantially as indicated on the plans, the Contractor shall bear the costs of repair or replacement.

When placing concrete around or contiguous to any utility, at the Contractor's expense, shall furnish and install a cushion of expansion joint material, clear opening, sleeve, or other suitable material approved by the Engineer so as to prevent embedment or bonding of the utility with the concrete.

6.04 Shut Down Notification

Contractor shall coordinate all shut downs with the City's Public Works Department, and follow all of their requirements for exercising and shutting off water valves on main lines. The Contractor shall have all materials required for the work at the job site prior to requesting a shut off.

Shut down of water or sewer services shall be done only after the Contractor has coordinated the shut down with the Engineer and the property owners. When a water main, sewer main, or service lateral is to be shut down, the Contractor shall coordinate with and notify the Engineer in writing, at least seventy-two (72) hours in advance of the shut down. Except for scheduled shutdowns and in cases of emergency, the Contractor shall notify all customers and effected parties of a shut down at least forty-eight (48) hours in advance by writing and four (4) hours in advance by person to allow adequate draw time. Once shut down, the Contractor shall proceed with the work in an expedient manner until the water lines or sewer lines are back in service.

6.05 Removal

Unless otherwise specified, the Contractor shall remove all portions of interfering utilities shown on the plans as 'abandoned' or "to be abandoned in place". Before starting removal operations, the Contractor shall ascertain from the utility owner whether abandonment is complete. The costs involved in the removal and disposal of utilities to be abandoned shall be considered as part of the contract bid items, and no separate payment will be made.

6.06 Relocation

When feasible, the owners of utilities within the area affected by the work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the Contractor. When the Contract Documents or plans indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the owners and the work will be done at no cost to the Contractor.

Utilities interfering with the permanent project work, discovered after the award of the contract, shall either be relocated, altered, or reconstructed by the utility owners, or the Engineer may order changes in the work to avoid interference. Such changes will be addressed in accordance with General Provisions, Section 4, "Changes in Work".

When the plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work shall be absorbed in the contract bid items. Temporary or permanent relocation or alteration of utilities by and for the Contractor's convenience shall be the Contractor's responsibility, and the Contractor shall make all arrangements, obtain all approvals, and bear all costs. The Contractor may,

agree with the owner of any utility to disconnect and reconnect interfering service connections for the Contractor's own convenience or to expedite the work. The City shall not be involved in any such agreement.

6.07 Delays

The Contractor is responsible for notifying utility owners in time to prevent delays attributable to utility relocations or alterations as called for in the Contract Documents. The Contractor shall not be entitled to damages or additional payment if such delay does occur. The Engineer will determine the extent of the delay on the project as a whole, and any commensurate extension of time.

6.08 Cooperation

When necessary, the Contractor shall conduct operations so as to permit access to the worksite and provide time for utility work to be accomplished during the progress of the contract work.

SECTION 7 – PROSECUTION AND PROGRESS

7.01 Notice to Proceed

Following contract execution the City shall issue the Contractor a Notice to Proceed provided that the documents are acceptable to the City. Unless stated otherwise, the contract time shall commence upon the receipt date on the Notice to Proceed.

7.02 Commencement of Work

Work shall commence within fifteen (15) calendar days following the receipt date on the Notice to Proceed, and shall be diligently prosecuted to completion within the time provided in the Notice to Bidders.

7.03 Administrative Duties

The Contractor shall coordinate the scheduling and timing of administrative duties with other activities to avoid conflicts and to ensure orderly project progress. Such activities include, but shall not be limited to, the preparation of construction schedules, preparation and processing of submittals, requests for information and responding to requests for quotations, attending and preparing for progress meetings and coordinating project closeout activities.

7.04 Construction Schedule

The Contractor shall submit to the Engineer an acceptable Critical Path Method (CPM) progress schedule showing the critical path for completing the various items of work within the number of contract days specified. The schedule shall show the order in which the Contractor proposes to carry out the major items of work and the dates on which the Contractor will start and finish the various items (including procurement of materials and equipment). If requested, the schedule shall reflect person/crew hours and equipment loading for various construction activities in order for the City to better evaluate the proposed schedule.

The Contractor shall submit a schedule showing all work completed within the contract time. If the Contractor's schedule shows completion prior to the contract time this creates float at the end of the schedule, as a mutual resource. For example, the City will not charge liquidated damages in case the actual completion of work goes beyond the contractor's proposed completion date as long as the contract time is not exceeded. Similarly, the Contractor cannot charge any extended overhead or any additional costs if the Contractor's proposed completion date is not met for any reason as long as the completion is not delayed beyond the contract time. Contract time is the specified contract duration plus any additional days provided by contract change order.

A Preliminary Construction Schedule shall be submitted at least three (3) working days prior to the Preconstruction Conference. The Preconstruction Conference may be postponed if the Preliminary Construction Schedule is not received prior to the meeting. The Preliminary Construction Schedule shall be prepared in any time-scaled graphical form the Contractor chooses, and shall show or allow for the following;

1. The time scale shall be in days (not dates) and the work shall be shown as finishing on, or before, the number of days specified as the Contract Duration.
2. Specified Milestones shall be identified and shall conform to specification requirements.
3. Time for Contractor's preparation of and City's review of submittals, particularly in the early phases of the work, and for procurement activities.
4. Time for final inspection and completion of punchlist correction work at the end of the project.
5. The activities shall follow a logical progressive sequence to completion of the project.
6. The City will review the Preliminary Construction Schedule within the number of days stated in the Special Provisions, after receipt of the Preliminary Construction Schedule.

Within the number of days stated in the Special Provisions after receiving review comments of the Preliminary Construction Schedule, the Contractor shall submit the Baseline Construction Schedule. The City will review the Baseline Construction Schedule within the number of days stated in the Special Provisions. No progress payments will be made until the Baseline Construction Schedule has been favorably reviewed by the City. No construction work shall commence at the site until the Baseline Construction Schedule has been favorably reviewed by the City.

With each monthly progress payment request, the Contractor shall submit an Updated Construction Schedule showing actual progress of activities to date, and the remaining activities to completion. Progress payment requests will not be actioned if not accompanied by an Updated Baseline Schedule. Upon acceptance, the Baseline Construction Schedule shall become the working construction schedule unless replaced by a Revised Construction Schedule.

If at any time the Updated Baseline Construction Schedule indicates that the completion date has fallen behind the current due date by more than either 30 days or 20% of the remaining duration, whichever is less, or the activity logic has become unfeasible for any reason, the Baseline Construction Schedule shall be revised by the Contractor. The Revised Construction Schedule shall incorporate any additional or changed work to date (identified by Contract Change Order number or Request for Quote number (but not both)) and any revised activity logic. Requirements for submittal of the Baseline Construction Schedule shall apply to the Revised Construction Schedule. Revised Construction Schedules shall be identified by sequential number and a revision date. Upon acceptance, the Revised Construction Schedule shall become the working construction schedule unless replaced by a subsequent Revised Construction Schedule. Updating of Revised Construction Schedules shall occur as specified for the Baseline Construction Schedule, including the criteria requiring further revisions.

7.05 Three Week Look Ahead Schedule

The Contractor is required to furnish to the Engineer, on a weekly basis at the project's weekly progress meetings, a 3-week look ahead schedule. The schedule must show planned activities in sufficient detail to allow proper monitoring of the planned construction activities.

7.06 Construction Sequence

When required by the Special Provisions or plans, the Contractor shall follow the sequence of operations as set forth therein. The Contractor shall prepare and submit at the pre-construction meeting a staging or phasing plan identifying the sequence of construction work and traffic control needed to complete the project. The staging plan shall be subject to review and approval by the Engineer, prior to the start of construction. The goal of the phasing plan will be to minimize impacts to surrounding businesses and residents in the project areas.

7.07 Recording Existing Conditions

Existing conditions throughout the project site shall be photographed and video recorded by the Contractor. Recordings of these pre-construction conditions shall be complete, comprehensive, and shall be submitted to the Engineer five (5) days before start of construction. Recording shall include and show every detail of existing improvements, including the current condition of the curb, gutter, sidewalk, signs, landscaping, streetlights, roadway, structures near the project including face of buildings, canopies, shades, fences, calabazas creek, pedestrian/bike trail, and any other features within the limits of work.

7.08 Preconstruction Conference

The City shall designate a date and time for the pre-construction conference once the contract has been fully executed. The meeting shall be attended by responsible representatives of the Contractor, including the designated Contractor's Representative and Job Superintendent. At the pre-construction conference, the City shall discuss various administrative procedures and project coordination issues. The City will provide one full size set of reproducible contract drawings, and one unbound set of project specifications and addenda to the Contractor at the Preconstruction Conference, or shortly thereafter. The Contractor shall be responsible for conforming the drawings and specifications to incorporate the addenda, and for

printing sufficient copies of drawings and specifications for the use of the Contractor, subcontractors and suppliers.

At a minimum, the Contractor should be prepared to furnish and discuss the following:

1. Letter designating the Superintendent.
2. A list of key personnel and emergency contact information including telephone numbers to be used in case of emergency.
3. Preliminary schedule and project phasing plans, including lead time for submittal and fabrication of critical features.
4. Utility company coordination and/or permit issues.

7.09 Progress Meeting

The Contractor's Project Manager, Job Superintendent and if requested by the City, Subcontractors shall attend weekly progress meetings to be scheduled by the Engineer at a time agreeable to both the Engineer and the Contractor. Contractor shall also attend special meetings in addition to regular progress meetings if necessary and directed by the Engineer.

7.10 Hours of Construction

Construction activities shall be limited to the hours of 8:00 a.m. to 5:00 p.m., unless otherwise noted or further restricted in the Special Provisions, Contract Documents, or as directed by the Engineer. No work shall be done on weekends, holidays or outside these specified hours, unless otherwise approved by the Engineer. The Contractor shall take into consideration and coordinate time constraints for special events or activities organized by the City or other agencies. No mechanical equipment, including hauling or deliveries by trucks, shall start before 8:00 a.m. and all equipment must shut down before 5:00 p.m. unless approved by the Engineer.

Written requests to exceptions shall be provided by the Contractor at least 7 calendar days prior to proposed work.

Exceptions to working days or hours will be considered only when, in the opinion of the Engineer, construction during the specified work days/hours would inconvenience the public and neighboring residents more than working at other hours or on weekends or holidays, or is deemed to be in the best interest of the City. Exceptions will not be granted merely to expedite the construction work or for the Contractor's convenience. If these exceptions are granted, Contractor shall comply with East Palo Alto Municipal Code Section 16.08.030, which restricts hours of construction noise Monday - Friday between 7:00 a.m. and 6:00 p.m. Saturday hours of operation shall be between 8:00 a.m. – 5:00 p.m.

No work shall be performed on Sundays and City Holidays. City Holidays are:

- New Year's Eve and New Year's Day
 - If the 1st of January falls on a Saturday, the holiday will be observed on the Thursday and Friday prior to New Year's Day. If the 1st of January falls on a Sunday or Monday, the holiday will be observed on Friday and Monday.
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Cesar Chavez Day
- Presidents Day
- Memorial Day
- Independence Day
 - If the 4th of July falls on a Saturday, the holiday will be observed on the Friday prior to Independence Day. If the 4th of July falls on a Sunday, the holiday will be observed on the following Monday.

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

7.11 Prosecution of Work

To minimize public inconvenience and possible hazards and to restore the streets and other work areas to their original condition and former state of usefulness as soon as practicable, the Contractor shall diligently prosecute the work to completion. If, in the Engineer's opinion the Contractor fails to prosecute the work to the extent that the above purposes are not being accomplished, the Contractor shall, upon orders from the Engineer, immediately take the steps necessary to fully accomplish said purposes. All costs for prosecuting the work as described herein shall be absorbed in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Engineer may suspend the work in whole or in part, until the Contractor takes said steps. With or without such suspension, the Engineer may cause such steps to be taken by force account or by other means at the Contractor's expense.

7.12 Suspension of Work

Work may be stopped or suspended in whole or in part when, in the Engineer's opinion, the suspension is necessary and in the interest of the City. The Contractor shall immediately comply with any written order of the Engineer suspending work. Suspended work shall be resumed upon written order of the Engineer. An extension of contract time equal to the period of suspension shall be issued to the Contractor by change order. Any claim by the Contractor for an adjustment of the contract sum or the contract time shall be made within ten (10) working days after the start of suspension of the work.

If work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the City may elect to do so, and shall deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from any liability.

7.13 Default by the Contractor and Termination of Control

As a result of any of the following events, the Contractor shall be deemed to be in default:

- a. If the Contractor is in bankruptcy or makes a general assignment for the benefit of creditors, or
- b. If the Contractor fails to make prompt payment to subcontractors for labor or materials, or
- c. If a receiver is appointed on account of the Contractor's insolvency, or
- d. If the Contractor fails to provide enough properly skilled workmen or enough materials to insure compliance with the construction time schedule, or
- e. If the Contractor fails to perform any portion of the work within the timing requirements of the Contract Documents, or abandons the project site, or
- f. If the Contractor disregards instructions from the Engineer or violates any provision of the contract, or
- g. If the Contractor fails to replace or repair any damage caused by the Contractor or its agents, representatives, contractors, subcontractors, or employees in connection with the performance of the work, or
- h. If the Contractor violates any legal requirement related to the work.

In case of default, the City may give written notice to the Contractor and the Contractor's bonding agent that if the default is not remedied within ten (10) calendar days or the Contractor does not provide adequate written assurance to the satisfaction of the Engineer that the cure will be forthcoming, the Contractor's control over the work may be terminated as of the date specified in the written notice.

Upon such termination of control the City may enter upon and take possession of the entire work and may also take possession, for the purpose of completing the work, of all of the Contractor's tools, equipment

and appliances upon the work, and all materials on the site or stored off-site for incorporation into the work. The City may, at its sole option and without further notice to anyone, complete the work by day labor, by contract entered into by negotiations, by competitive bidding, by calling upon the performance of the performance bond surety, or by other means as the City, in its discretion, shall elect.

After termination of the Contractor's control over the work as herein provided, the Contractor shall not be entitled to any further payments under the contract until the entire work thereunder has been fully completed and finally accepted by the City. After such completion and acceptance, if the "unpaid balance of the contract price" (as defined in the next paragraph) exceeds the sum of the amounts expended by the City in taking over and completing the work, including all managerial and administrative expense incurred by the City on account thereof and the amount of all damages incurred by the City by reason of the Contractor's default, such excess shall be paid to the Contractor. If the said amount expended exceeds the unpaid balance, the Contractor and the Contractor's surety shall be liable to the City for the difference. At the Contractor's request, the expense incurred by the City in taking over and completing the work, and the amount of any damage incurred by the City by reason of the Contractor's default shall be audited and certified by an independent third party, whose certificate thereof shall be binding and conclusive upon the parties.

For the purposes of the computations required by the paragraph above, the "unpaid balance of the contract price" shall be the original contract price as adjusted by any change orders issued prior to termination of the Contractor's control, less all payments made on account thereof prior to such termination, and less any and all amounts withheld or paid pursuant to stop notices filed with the City upon claims of subcontractors or others from equipment, labor or materials furnished to the work on behalf of the Contractor.

Upon completion and acceptance of the work, the Contractor shall be entitled to the return of all materials not used in the work, but without claim against the City for loss or damage with respect thereto, and shall be entitled to the return of all the Contractor's equipment, tools and appliances taken possession of by the City, but without claim against the City for any charge for the use thereof or for usual and ordinary depreciation and wear and tear.

The exercise of remedies provided for in this sub-section, for default by the Contractor, shall be in addition to, and shall not be deemed a waiver by the City of any other rights or remedies due the City under the contract provisions, for default by the Contractor.

7.14 City's Right to Terminate Contract

The City may, at its option, terminate the Agreement, in whole or from time to time in part, at any time by giving notice to the Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the City shall pay the Contractor in accordance with this sub-section. Upon termination, the obligations of the Contractor for portions of the work already performed shall continue.

- a. Upon receipt of a Notice of Termination, the Contractor shall, unless the notice directs otherwise, do the following:
 1. Immediately discontinue the work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion of the work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the work.
 4. Thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect materials, plants, and equipment on the project site or in transit thereto.

- b. Upon such termination, the City shall pay to the Contractor as a sole and exclusive remedy for the termination, the sum of the following, and the Contractor will be entitled to no other compensation or damages, and expressly waives same:
 1. The amount of the contract amount allocated to the portion of the work properly performed by the Contractor as of the date of termination, less sums previously paid to the Contractor, plus
 2. Previously unpaid costs of any items delivered to the project site which were fabricated for subsequent incorporation in the work, plus
 3. Any proven losses with respect to materials and equipment directly resulting from such termination, plus
 4. Reasonable demobilization costs in excess of what would have been incurred if work were not terminated, plus
 5. Reasonable costs for preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The City may terminate the Agreement at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority.

7.15 Time of Completion and Days Charged

The Contractor shall diligently prosecute and fully complete the work within the number of calendar or working days set forth in the Notice to Bidders or shall be subject to liquidated damages. Full liquidated damages will be assessed for delays beyond the required substantial completion date. Reduced liquidated damages will be assessed for delays after the substantial completion date. LDs Time is of the essence in the performance of all obligations under the Contract Documents, and all timing requirements shall be strictly adhered to unless otherwise modified by the City. See General Provisions, Sections 7.12, "Prosecution of Work", and 7.16, "Liquidated Damages".

Under a calendar day contract, City observed holidays and inclement weather delays are to be anticipated and unless there is a deviation from what is customary for the time of year the project is under construction, no additional days will be granted. Every day, including holidays, Saturdays and Sundays shall be counted as a day charged under a calendar day contract.

Under a working day contract, the Contractor will be given credit for City observed holidays and inclement weather delays, in accordance with the State Standard Specifications. Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather, or the conditions resulting from the weather prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operations for at least 60 percent of the total daily time being currently spent on the controlling operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter.

7.16 Liquidated Damages

The City and the Contractor, by execution of the agreement, each agree that time is of the essence in the performance of the work, and that actual damages for inconvenience and loss from any delay in completion of the contract beyond the date provided in the Notice to Bidders is extremely difficult or impossible to determine.

The City and the Contractor further agree, as specified in the Notice to Bidders, that liquidated damages shall be assessed for each and every calendar or working day required to complete the contract in excess of the contract time established for the project, and that the amount stated therein is a reasonable

estimate of the amount of such damages. The Engineer may deduct any liquidated damages owed to the City, as determined by the Engineer from any payments otherwise payable to the Contractor under this agreement.

Nothing contained herein shall limit the City's rights or remedies against Contractor for any default other than failure to complete the work within the contract time. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Contractor abandons the work. In such event, the Contractor shall be liable to the City for all losses incurred.

The date of the Engineer's Certificate of Substantial Completion shall be the termination date, if applicable, of full liquidated damages. The completion date of the project shall be the termination date, if applicable, of reduced liquidated damages, after substantial completion. Tiered liquidated damages shall be more fully detailed in the Special Provisions.

Separate from the above-mentioned liquidated damages, the Contractor may be responsible for paying all damages incurred by third parties due to non-completion of the project by the date specified.

7.17 Delays and Extensions of Time

- a. *Excusable Delays* – shall mean delays in the prosecution or completion of the work which result from causes beyond the control of the Contractor and City and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor, suppliers, or any tier of the Contractor's subcontractors. Excusable Delays fall into the following categories:
 1. *Abnormal Delays* – Excusable Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical path activity.
 2. *Weather Delays* – Excusable Delays due to inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of the current critical path activity.
 3. *Material Shortage Delays* – Excusable Delays due to shortages of material, provided that the Contractor submits satisfactory proof to the Engineer. For the proof to be satisfactory, the Contractor must demonstrate that every effort to obtain the materials from all known sources within reasonable reach of the proposed work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as an excusable delay, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical price, unless it is shown to the satisfaction of the Engineer that such material was only available at exorbitant prices. A material shortage delay will not be considered for material ordered or delivered late or for material whose availability is affected by virtue of mishandled procurement. The above provisions shall apply equally to equipment to be installed in the work.
- b. *Compensable Delays* – shall include delays that occur in the prosecution or completion of the work, through no fault of the Contractor which prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to the following causes:
 1. Delays due solely to the actions and/or inactions of the City.

2. Delays due to changed conditions as defined in General Provisions, Section 4.05, “Requests for Information, Inconsistencies and Changed Conditions”.
 3. Delays due to other Contractors employed by the City who interfere with the Contractor's prosecution of the work as defined above.
- c. Inexcusable Delay – means any delay in the completion of the work beyond the expiration of the contract time resulting from causes other than Excusable Delays or Compensable Delays. An Inexcusable Delay shall not entitle the Contractor to an extension of the contract time or an adjustment of the contract sum.
 - d. Concurrent Delays – those periods of delay when the prosecution of the work is delayed during the same period of time due to causes from a combination of the delays defined as Excusable, Compensable or Inexcusable.

If the Contractor desires an extension of time, the Contractor shall file a written request based upon the delays reported. The Engineer will ascertain the facts, the extent of the delays, and the effect upon the entire project, and the City will grant an extension of time equivalent to verified time lost. The request for an extension of time must be made no later than ten (10) working days after the start of the condition that purportedly caused the delay, and no later than fifteen (15) working days after the date on which performance on the condition purportedly causing the delay has ended.

Contractor may make a delay claim for an extension of the contract time for an Excusable Delay or a Compensable Delay. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the contract time shall be the number of calendar days from the commencement of the first delay to the cessation of the delay which ends last. If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the contract time shall be the number of calendar or working days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.

For a Compensable Delay, the Contractor may make a delay claim for an adjustment in the contract sum in an amount equal to the sum of the actual and unavoidable additional costs of labor, material, and equipment furnished at the site by the Contractor or subcontractors.

Extensions of time, when granted, will be based upon the effect of delays to the project as a whole and will not be granted for non-controlling delays to minor portions of the work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole. For purposes of determining delays, all float associated with the project schedule shall belong to the project. See General Provisions, Section 7.04, “Construction Schedule”.

If delays are caused by unforeseen events beyond the control of either the Contractor or the City, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to these delays. War, governmental regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment, or labor because of Federal Government restrictions arising out of National Defense, required extra work, action or inaction by the City, or other specific reasons as may be further described in the specifications may constitute such a delay. If delays beyond the Contractor's control are caused by reasons other than those mentioned above, but are substantially equal in gravity to those enumerated, an extension of time may be granted, if deemed by the Engineer to be in the best interests of the City.

For Compensable Delay periods resulting in indirect overhead expenses, the Contractor shall be reimbursed as provided for in General Provisions, Section 4, “Changes in Work”.

7.18 Substantial Completion

When work in accordance with the Contract Documents has progressed to a stage of one-hundred percent (100%) complete, as determined by the Engineer, except for the completion of minor punch list items of deficiencies or omissions in the work which require correction in order to satisfy the agreement, yet do not impair the City's ability to occupy and fully utilize the work for its intended purpose, the project shall be deemed "Substantially Complete". Portions of the work may also be designated by the City as substantially complete if the Contract Documents require separate delivery.

When the Engineer determines that the work or such designated portions of the work are substantially complete, the Engineer will prepare and sign a Certificate of Substantial Completion. The date of substantial completion shall establish the date of occupancy by the City and the transfer of responsibility from the Contractor to the City for such items as security, maintenance, heat, utilities, insurance, and damage to the work from causes other than that of the Contractor. Unless otherwise indicated in the Certificate of Substantial Completion, the Contractor's guarantee for the work shall commence upon the date of substantial completion.

7.19 Project Completion and Closeout

After the Contractor has received the Certificate of Substantial Completion and has only minor work remaining, project closeout may begin. The following items and procedures are required as part of the project close out process.

- a. Within 14 days from the issuance of the Certificate of Completion, a pre-final inspection will be scheduled and conducted by the City. As a result of the inspection, the City will advise the Contractor of any work that must be completed, in the form of a punch list.
- b. Following the completion of punch list items, the Contractor shall make a written request to the city to conduct a final inspection. The written request shall be accompanied by a Certification that the work has been performed in accordance with the Contract Documents and shall be on the Contractor's Certification of Completion form enclosed in Appendix A of these General Provisions.
- c. Upon satisfactory completion of the punch list items, the City will consider the construction work complete and issue a completion letter establishing the completion date and detailing required closeout items for the contract.
- d. The contractor shall provide a final payment request with lien releases (if applicable) in a format acceptable to the City.

Should it become necessary, due to developed conditions, for the City to occupy any portion of the work, or any part of any structure or equipment, before the contract is completed or accepted, such occupancy shall not constitute an acceptance of any part of the work, unless so stated in writing by the City.

7.20 Acceptance

Acceptance by the Director of Public Works will be recommended after the work has been fully completed and when all the requirements for Acceptance are met as set forth in the Contract Documents. Following acceptance, a Notice of Completion will be filed with the County Recorder. Remaining contract retention will be released within 35 days of recording of the Notice of Completion with the County Recorder or within 60 calendar days, whichever is shorter.

7.21 Protection and Cleanup

The scope of this project includes the protection of all work until completion of all the work and removal of all excess construction equipment, materials and debris from the site, in accordance with these specifications.

The Contractor shall be responsible for repair or replacement of work damaged due to any vandalism prior to completion of the work.

7.22 Risk of Loss

The Contractor shall be responsible for the charge, care and protection of the project and shall bear all risks of injury or damage to the work, materials or equipment delivered to the site, by any means including fire, earthquake, wind, storm or other action of the elements, vandalism, or loss by theft, from the date of commencement of construction to the date of formal acceptance by the City Council. The Contractor shall rebuild, repair, restore and make good all injuries or damage to any portion of the work, and shall bear the entire expense thereof, except such injuries or damages that are caused by riot, insurrection, acts of the Federal or State Government, or a public enemy in time of war.

7.23 Use of Improvements During Construction

The City reserves the right to take over and utilize all or part of any completed facility or appurtenance. Such action by the City will not relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic, from the action of the elements or from any other cause attributable to the Contractor's operations or negligence. The Contractor will be required to restore such portions of the improvement before final acceptance. Nothing in this Section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

SECTION 8 – RESPONSIBILITIES OF THE CONTRACTOR

8.01 Contractor's Responsibility for the Work

The Contractor shall supervise, coordinate, and direct the work using Contractor's best skill and attention. Contractor shall have control over and be solely responsible for construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the work in accordance with the terms of the Contract Documents.

The Contractor shall be responsible for assuring that all portions of the work, including those portions already performed under the Contract, conform to the requirements of the Contract Document and are ready to receive subsequent work.

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

8.02 Contractor's Responsibility for Subcontracted Work

The City will deal directly with, and make all payments to the Contractor only. The Contractor shall be responsible for the coordination of all trades, subcontractors, and suppliers engaged upon the work. Neither the City nor the Engineer will undertake to settle any differences between the Contractor and the Contractor's subcontractors.

All persons engaged in the work, including subcontractors, will be considered as employees of the Contractor. The Contractor will be held responsible for their work and shall be responsible to the City for acts and omissions including those by their respective agents and employees.

When subcontracted work is not prosecuted in a manner satisfactory to the Engineer, the Contractor shall be notified to take corrective action within a specified time. If timely correction is not made, then upon receipt by the Contractor of written instructions from the Engineer, the Subcontractor shall be removed immediately from the work and shall not be reemployed.

8.03 Superintendent

The Contractor shall have on the job at all times a competent superintendent, employed by the Contractor, who can read and write in English, and shall represent the Contractor and all direction given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall employ, and provide a written letter designating a superintendent or representative who shall be present on the job site whenever work is in progress to coordinate all work with the City and neighboring property owners. A backup representative may also be provided. A joint venture shall designate only one Superintendent.

Directions and information given to the Superintendent shall be considered as having the same effect as if delivered to the Contractor and the Superintendent shall have complete authority to act on behalf of the Contractor.

City approval of the Superintendent is required prior to starting work. The City reserves the right to request an appropriately qualified replacement of the Superintendent any time during construction of the project. Contractor shall provide the Engineer with the Superintendent's telephone number, along with an after-hours emergency contact number of a responsible person who shall correct hazardous situations, should they occur, during times other than the normal working hours.

8.04 Character of Employees

Only competent supervisors and workers shall be employed on the work, and, if required by the Owner, the Contractor shall discharge any person who commits trespass or is, in the opinion of the Owner, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not

be the basis of any claim for compensation or damages against the City of East Palo Alto or any of its officers, employees or agents.

8.05 Laws to be Observed

The Contractor shall fully observe and comply with all State and Federal laws including those of CAL-OSHA and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall also cause all agents and employees engaged on the project to observe and comply with all such laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City of East Palo Alto and all officers, employees, and agents thereof connected with the work against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or its employees, or subcontractors. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees, or subcontractors, the Contractor shall forthwith report the same to the Owner in writing.

- a. *Non-Discrimination* – Contractor shall abide by all federal and state laws preventing discrimination in the employment of persons upon public works and shall ensure by appropriate contract provisions that all subcontractors are similarly obligated to comply with all such laws. These laws include, but are not limited to the following California Labor Code Section 1735 which provides that “No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter”. Likewise, Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares unlawful the discrimination in any recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.
- b. *Hours of Labor* – Pursuant to Labor Code, Sections 1810, eight (8) hours labor shall constitute a legal day’s work and as such, the Contractor shall not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Pursuant to Labor Code, Sections 1813, Contractor shall forfeit to the City, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor, or any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours in any one (1) calendar week in violation of the terms of this Section or in violation of the provision of any law of the State of California. Such forfeiture amounts may be deducted from the contract sum. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the City, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.
- c. *Prevailing Wage* – As identified in the Notice to Bidders, the work contemplated by this agreement is a public work subject to prevailing wages under California Labor Code, Sections 1720 et. seq. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for

each craft, classification, or type of worker required to perform the work. A schedule of the most recent general prevailing per diem wage rates made available to the City will be on file at the City's principal facility office and will be made available to any interested party upon request. This prevailing wage rate schedule is provided by the City for Bidder's information only and is not guaranteed by the City to be current. Contractor is obligated to verify all appropriate prevailing wage rates and pay those rates as required. By this reference the verified current schedule of prevailing wage rates is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Contractor in the execution of the work. Contractor shall cause all subcontracts to include the provision that all Subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such Subcontractors in the execution of the work.

Contractor shall forfeit to the City, as a penalty, no more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the work done by Contractor or any Subcontractor in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1781 thereof, inclusive. Such forfeiture amounts may be deducted from the contract sum. Contractor shall also pay to any worker who was paid less than the specified prevailing per diem wage rate for the work or craft for which the worker was employed for any portion of the work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rates set forth in the Agreement, including payment in excess of the prevailing wage for extra work paid by force account. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the Contractor's bid and will not, under any circumstances be considered as the basis of a claim against the City under the Agreement.

- d. *Certified Payroll Records* – Pursuant to Labor Code, Sections 1776, Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job 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. All payroll records shall be certified as being true and correct by Contractor or Subcontractors keeping such records; and the payroll records shall be provided to the City no later than three weeks after closing of payroll for City-funded projects, and no later than one week for federal aid projects. Certified payroll shall also be made available for inspection upon request by the State of California Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

Each Contractor and every lower-tier Subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPTracker. Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each Contractor user will be given a Log-On identification and password to access the City's reporting system.

- e. *Apprentice Program* – Attention is directed to State of California Labor Code, Sections 3095, 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, Section 200, and the applicable Sections that follow. Responsibility for compliance with these requirements lies with the Contractor. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, Contractor or Subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the

work. In the event Contractor willfully fails to comply with this Section, it will be considered in violation of the requirements of the Contract.

Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares unlawful the discrimination in any recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Contractor or Subcontractors of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

8.06 Special Permits, Licenses and Fees

Unless otherwise stated in the Special Provisions, the Contractor shall procure all permits and licenses, pay all charges and fees, including a City business license tax, and give all notices necessary for lawful prosecution of the work. All permits, licenses, and other authorizations shall be secured in sufficient time to prevent delays to the work. The Contractor shall comply with the provisions of said permits, licenses and other authorizations.

In the event that the City has obtained permits, licenses, or other authorization applicable to the work in conformance with the requirements of California Environmental Quality Act (CEQA) (Public Resources Code, Sections 21000 and following), the Contractor shall comply with the provisions of these permits, licenses, and other authorizations.

For City Capital Improvement Construction Projects, the Contractor shall obtain a “No Fee” encroachment and/or building permit. Contractor shall coordinate through the Engineer and the City’s Building Division to insure that all appropriate construction inspections occur. Contractor shall be responsible to obtain all signatures required for the work.

8.07 Coordination and Cooperation

Construction work by utility companies or other contractors may be needed or may be occurring simultaneously within or adjacent to the limits of work for this project. The Contractor shall coordinate and cooperate with all other contractors and utility companies throughout the duration of this project to avoid delays and minimize interference and conflicts. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the work. It is the Contractor’s responsibility to ascertain the nature of work by others, coordinate the work, and install, modify, and maintain traffic control as necessary to avoid interferences and delays on the construction activities. Failure of the Contractor to keep informed of the work progressing on the site and failure to give written notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with Contractor’s own work.

The City reserves the right to perform work or allow others to perform work, as necessary, within or adjacent to the limits of this project, at any time. If the Contractor or any of the Contractor’s Subcontractors or employees cause loss or damage to any separate contractor on the work, the Contractor, by agreement or arbitration will settle any claim for such loss or damage if the Contractor deems it necessary. If such separate contractor shall sue the City, on account of any loss so sustained, the City shall notify the Contractor, who shall indemnify and save harmless the City against any loss or damage arising therefrom, including the cost and expense of defending any such suit.

The Contractor's bid shall absorb all costs involved in coordinating the work with others. The Contractor will not be entitled to additional compensation from the City for damages resulting from such simultaneous, collateral and essential work.

8.08 Use of Premises

The Contractor shall confine construction activities to the project limits; which shall consist of right-of-way, easements and/or property owned by the City of East Palo Alto, without exception, unless otherwise authorized in writing by the City. With prior approval of the Engineer, adjacent street right-of-way may also be utilized for day-to-day operations. Unless approved by the Engineer, no storage of materials and equipment will be allowed to remain within the right-of-way during non-working hours, on the weekends, or during holidays.

Each day, after the completion of construction operations, unless otherwise approved by the Engineer, the project limits shall be secured. All excess materials and equipment not protected by approved traffic control devices (such as k-rails) shall be relocated to a staging area or demobilized. If the area is accessible to the public, trench spoils shall be off-hauled daily and open excavations shall be protected with steel plates.

Personnel of Contractor and Subcontractors shall not occupy, live upon, or otherwise make use of the project site during any time that work is not being performed at the project site, except as otherwise provided for in the Contract Documents for issues such as site security.

8.09 Construction Staging and Field Office

If additional space beyond the construction limits is necessary for staging, the Contractor shall make special arrangements with neighboring property owner(s) to secure a staging area for a field office and/or material and equipment storage at the Contractor's own cost and initiative. The staging area must be fenced, with screening, and shall be operated in a manner that minimizes the inconvenience to neighbors.

Areas used to store materials, supplies or equipment overnight shall be defined as a staging area. City streets shall not be used as staging areas unless specifically authorized in writing by the City Representative. Vacant and/or city controlled land may be used as staging area only with written permission of the City Representative. Privately owned lots shall not be used as staging areas without specific written consent of the property owner. A copy of such private property owner consent shall be submitted to the City Representative prior to use of private property as a staging area. No equipment shall be left on residential streets on Saturday, Sunday or holidays unless work is active on the day.

The Contractor is encouraged to negotiate side agreements with the property owner of such sites prior to submitting bids. In addition to approval from the property owner, the Contractor may also need to secure a Use Permit from the City's Planning Division.

8.10 Site Security

Contractor shall be responsible for the care and custody of work and the site, including all necessary security provisions, on a 24-hour per day basis throughout the entire term of the Agreement. The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the work.

8.11 Construction Water

Construction water is available at cost to the Contractor. The Contractor is responsible for obtaining the required hydrant construction meter from the Water Department located at 2415 University Ave, second floor, in the City of East Palo Alto.

The Water Department shall equip the construction meter with a Back Flow Preventer (BFP) with a single or double check valve. The Contractor shall bare full responsibility of the water meter and any apparatuses attached once issued by the Water Department. The Contractor shall be responsible in maintaining all *hydrant valve stems* using the proper *hydrant wrench* and maintained *correct placement* of

the meter to the hydrant at all time. Contractor shall use proper treatment methods of cleaning all attached hoses prior of connection to the (BFP).

8.12 Project Site Maintenance

- a. *Disposal of Material* – Unless otherwise shown on the plans or specified herein, all excess materials and materials removed from existing improvements shall become the property of, and be disposed by the Contractor. The Contractor shall be responsible for all costs associated with disposing all excess materials in a safe and legal manner. No material shall be placed on private or public property without prior approval from the City and the property owner. The Contractor shall not allow any refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed upon paved streets, into manholes or into the City's storm drain system.

Contractor shall establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Contractor shall handle waste materials that are hazardous, dangerous, or unsanitary separately from inert waste by containerizing appropriately. Burning or burying of waste materials on site will not be permitted.

All materials removed from the existing improvements identified in the project plans to be salvaged, shall be delivered to the City Corporation Yard at 221 Commercial Street or at any other site designated by the Engineer within the City, at no additional cost.

- b. *Cleanup and Dust Control* – At all times during construction, including weekends and holidays, and throughout all phases of construction, including work suspensions and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish, debris, and prevent the formation of an airborne dust nuisance.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be absorbed in the Contractor's bid.

The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, those excavated areas of dirt or other materials which are prone to causing dust, within both the project site and the storage or staging area. If required or directed by the Engineer, the Contractor shall provide an approved water truck of large capacity with spraying capability.

Contractor shall perform thorough daily street sweeping as deemed necessary by the City Representative. The contractor shall have on-site or readily available, street sweeping equipment capable of performing sweeping with mechanical brooms and with either regenerative air vacuum filter technology. Mechanical brooms shall be used for wet soil, or soils that are ground into the texture of the pavement. Regenerative air or vacuum filter equipment shall be used for dry soils to minimize dust disturbance. If in the opinion of the City Representative, sweeping is not performed in an adequate manner, the City reserves the right to perform the necessary work with City or other forces and back-charge the contractor for the cost.

The Contractor shall be required to apply water for dust control immediately during construction efforts and within one (1) hour after notification by the Engineer that an airborne nuisance exists. If dust control is not adequate in the opinion of the Engineer, the Engineer will have this work done by others and will deduct such cost from the total contract price.

All hauling trucks or other construction vehicles leaving the site shall be cleaned of mud or dirt clinging to exterior body surfaces or wheel rims before traveling on City streets outside the work limits. All trucks coming to or leaving the site with materials or loose debris shall be loaded in a manner, which will prevent the dropping of materials or debris on City streets. Spillage resulting

from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.

When construction operations cause dirt to be deposited on public streets, the Contractor shall immediately remove such material. Streets shall be cleaned by street sweeping, rather than flushing, so as to prevent mud from entering the storm drain system.

Excess excavated material shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

- c. *Air Pollution Control* – The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- d. *Noise Control* – The Contractor shall make every reasonable effort to control noise generated as a result of construction to the satisfaction of the Engineer. Use of an air compressor, jackhammer or other loud, vibrating sound generating device shall be limited to operations between the hours of 8:00 a.m. and 4:00 p.m. unless otherwise authorized by the Engineer.
- e. *Pest Control* – At the time of acceptance, structures entirely constructed under the contract shall be free of rodents, insects, vermin and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the contract work within the contract time and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor may be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.
- f. *Sanitation* – The Contractor shall provide and maintain enclosed toilets and hand washing stations for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.
- g. *Wastewater* – Wastewater systems shall not be interrupted. Should the Contractor disrupt existing sewer facilities, the Contractor shall immediately notify the Engineer, and the Contractor shall establish a plan, subject to the approval of the City, to convey the sewage in closed conduits and disposed of it back into the sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.
- h. *Temporary Light, Power and Water* – The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water, including piping, wiring, lamps, and other equipment, necessary for the work at the Contractor's own expense. The Contractor shall not draw water from any City water source, except to extinguish a fire, without first obtaining a hydrant meter from the City. Temporary wiring and electrical facilities shall be in accordance with applicable provisions of Electrical Safety Orders of the State of California. The Contractor shall provide, maintain, and remove upon completion of work, temporary utilities and construction required for performance of the work, and safety of personnel.

For permanent utility connections, the Contractor shall coordinate with the proper agencies, any utility connections required. Contractor shall be responsible for distribution of power or water to points of use.

- i. *Storm Water Pollution Control* – Storm Water Pollution Control work shall consist of following

Best Management Practices (BMP) for storm water pollution prevention, submitting a Storm Water Pollution Prevention Plan (SWPPP) in compliance with all NPDES requirements, and constructing those facilities which may be required to provide prevention, control, and abatement of water pollution. SWPPP shall address how the Contractor will prevent materials specified above from being rinsed or washed into the storm drain system and which BMPs will be implemented for preventing sediment and pollutant discharges into the stormwater system.

In compliance with State and Federal regulations on construction storm water management and non-point source pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall be responsible for containing and removing any waste from the Contractor's construction operations using the appropriate BMP. The Contractor shall be responsible for cleaning catch basins of solid or liquid waste materials originating from the Contractor's operation before this material migrates further into the storm drain system. Violation of this provision shall cause the City to issue a stop-work notice and take necessary action to require the Contractor to correct and comply with regulations. All costs related to the stop-work action and corrective work to come into compliance shall be fully borne by the Contractor.

All construction efforts shall be conducted in a manner which prevents the release of hazardous material or hazardous waste into the soil or groundwater, and minimizes the discharge of pollutants into the storm drain system. The Contractor shall comply with guidelines to prevent pollutants from entering the public storm drain system that would otherwise allow pollutants to flow into creeks and then directly into San Francisco Bay.

All fines or enforcement action by regulatory agencies for violations of permits or NPDES requirements shall be the full responsibility of the Contractor.

The Contractor is prohibited from rinsing or washing any of the following materials into the streets, shoulder areas, inlets, catch basins, or gutters:

- | | |
|-------------------------------------|--|
| — Concrete | — Paints (water and oil based) and paint chips |
| — Grout | — Gasoline |
| — Mortar | — Diesel Fuel |
| — Drywall compound | — Oil |
| — Cement and stucco | — Sawdust |
| — Solvents and adhesives | — Asphalt and concrete sawcut slurry |
| — Thinners | — Fertilizer or pesticides |
| — Sediment/dirt | — Sand blast grit and material |
| — Cleared vegetation/plant material | — Other construction materials or wastes |

In addition, the Contractor shall implement appropriate measures to reduce sediment and pollutants in storm water discharges from construction sites on jobs within the City of East Palo Alto. Information on Best Management Practices (BMPs) is available from a variety of sources, including (but not limited to) the following references:

[Blueprint for a Clean Bay - Best Management Practices for the Construction Industry to prevent Stormwater Pollution from Construction-Related Activities](http://EastPaloAlto.ca.gov/Portals/0/EastPaloAlto/CDD/Permits/Building/BlueprintforaCleanBay.pdf); City of East Palo Alto latest revision at <http://EastPaloAlto.ca.gov/Portals/0/EastPaloAlto/CDD/Permits/Building/BlueprintforaCleanBay.pdf>

[California State Best Management Practices \(BMP\) Handbooks \(Construction, New Development and Redevelopment, Municipal, and Industrial\) Revised](#). California Storm Water Quality Association, 2003.

[Erosion and Sediment Control Field Manual](#), Third Edition. California Regional Water Quality Control Board San Francisco Bay Region, 1999.

The Contractor shall refer to the Technical Specifications for any additional requirements related to discharges to storm sewers. The City will monitor the construction site to insure that the Contractor complies with all contract requirements. The Contractor shall submit for review a Storm Water Pollution Prevention Plan that addresses:

1. How the Contractor will prevent materials specified above from being rinsed or washed into the storm drain system, and
2. Which BMPs will be implemented for preventing sediment and pollutant discharges into stormwater discharges.

The Contractor shall not proceed with any site work which potentially creates any material that could enter the storm drain system or Calabazas Creek, until the accepted Storm Water Pollution Prevention Plan is in place.

The first progress payment will not be made until the Storm Water Pollution Prevention Plan has been submitted and favorably reviewed.

8.13 Climate Preservation

Idling times will be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]), or less. Clear signage will be provided at all access points to remind construction workers of idling restrictions.

8.14 Preservation of Property

The Contractor shall be responsible for the protection of public and private property adjacent to the work.

Due care shall be exercised to avoid damage to existing roadway improvements and facilities, adjacent property, roadside trees, lawn and shrubbery not designated for removal, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water laterals, and any other improvements or facilities within or outside the limits of construction. As ordered and approved by the Engineer, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor entered upon the work, or as good as required by the Contract Documents.

Existing striping damaged during construction within and adjacent to the project site shall be replaced in kind. Partially damaged striping (such as what might occur trenching through a pavement legend), shall be replaced in their entirety.

Any survey monuments that are damaged or removed as part of the construction shall be replaced by the Contractor and a Record of Survey, as required by State law, shall be filed by a licensed Land Surveyor at the Contractor's expense, or as specified above.

The fact that any such improvement or facility is not shown upon the plans shall not relieve the Contractor's responsibility under this Section. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities indicated on the plans, indicated by locating services, or as evidenced by facilities visible in the field.

8.15 Protection of Traffic Signal Facilities

The Contractor shall give at least 72 hours advance notice to the Engineer before commencing any street work (such as pavement grinding or trenching) that may potentially damage any traffic signal detection loop wires or any other signal facility. This requirement is in addition to any Underground Services Alert notifications. The City will then mark the underground traffic signal facilities.

The Contractor shall not proceed with any grinding, trenching or other underground work until it has been verified with the City Representative that signal facilities have been marked. The Contractor shall be responsible for all damage to traffic signal facilities arising from failure to properly comply with these provisions.

In the event that the Contractor's construction activities cause any failure of a traffic facility, it shall be repaired and be made fully operable within 24 hours of the damage occurring. In the event that such repair is not undertaken within this time limit, the City may repair the facility at the Contractor's expense. In the event that such repair is not undertaken within this time limit, the City will repair the facility and deduct the cost from monies due to the Contractor. The amount deducted will include actual expenses incurred.

8.16 Restoration of Adjacent and Existing Improvements

Contractor shall do all cutting, fitting, or patching of the work required to make all parts of the work come together properly with existing and adjacent conditions.

Unless otherwise provided, the Contractor shall repair or replace all existing improvements (e.g., curbs, sidewalks, driveways, fences, signs, utilities, street surfaces, structures, etc.) damaged or removed as a result of the Contractor's operations. Repairs and replacements shall be at least equal to existing improvements, and shall match in terms of condition, finish and dimension.

All Underground Services Alert (USA) markings on concrete or asphaltic pavement or other structures shall be removed when they are no longer required. Acceptable means of removal include sand blasting or high pressure washing.

All traffic signs and street signs within the limit of work necessarily removed during the various phases of operations shall be temporarily reset by the Contractor at or near the original location upon completion of each phase of construction operations. Prior to removal of all traffic control signs, the Contractor shall take photographs of the site which show the existing location of these signs so that upon completion the photographs will aid in resetting the signs at or near their original location. Traffic control signs and street signs will be replaced upon completion of the work and the cost of removal and replacement will be included in various bid items and no separate payment will be made.

Rural type mail boxes shall be maintained by the Contractor in a manner satisfactory to the property owner and postal service, and the Contractor shall relocate the same as soon as possible to a permanent location in accordance with postal regulations and in a location acceptable to the property owner.

Any object to be removed and reused at other locations shall be removed with due care and delivered or stored at the project's construction storage area, or if approved by the Engineer, at any other site designated by the Engineer within the City. Such objects may consist of street light poles, signal mast arms and other objects directed by the Engineer. Items not approved by the Engineer for reuse purposes, and without salvage value, shall become the property of the Contractor, to be disposed of at Contractor expense, in an acceptable manner.

8.17 Archeological Remains

If archeological remains are uncovered during excavation, earthwork within 100 feet of these materials will be stopped until a professional archeologist registered by the Society for California Archeology (SCA) and/or the Society of Professional Archeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation measures.

8.18 Access to Private Property

The Contractor shall schedule and perform operations so as to minimize disruption of access to private property. Prior to blocking access to any private driveway or parking lot entrance, the Contractor shall notify the resident, business owner or tenant of pending closure and allow residents to remove vehicles. During non-working hours no driveway, house or parking lot shall be denied access to a public roadway.

The Contractor shall coordinate with the adjacent property owners and businesses and maintain vehicle and pedestrian access to their properties at all times. Temporary access ramps, fencing, or other measures shall be provided as needed.

8.19 Notification and Relations with Property Owners

A two-week and a **72-hour** prior to construction public notification is required. Two weeks prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants and other applicable parties. Notice shall be given for general construction activity as well as specific activities that will inconvenience residents/property owners/tenants or, in any way, affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and an approved emergency contact number for the public to reference during the construction. A follow up notice shall be distributed 72-hours prior to the construction activity. Copies of all notices shall be submitted to the Engineer for review and approval prior to public distribution.

All costs involved in providing notification and access shall be included in the amount bid for the various bid items and no additional compensation will be allowed.

8.20 Traffic Control and Public Convenience

The Contractor shall provide for safe movement of all vehicular, bicycle and pedestrian traffic through and around the construction operations with as little inconvenience and delay as possible. The Contractor shall have no amount of work under construction other than what the Contractor can properly prosecute with due regard to the rights and convenience of the public.

Proper conveyance of vehicular traffic and pedestrians through the work area depends upon navigating under unexpected situations. The means of clarifying such conditions to the public include the Contractor's use of signs, flagmen, pavement markings, barricades, lights, cones and delineators. No one standard sequence of signs or control devices will suit all conditions which may result from construction operations. Even for the same work, the conditions may vary from hour to hour, requiring adjustment and revisions of the traffic control in effect. The traffic control requirements specified herein are therefore intended to establish general principles to be observed in the control and regulation of traffic through and around the construction operations anticipated for this project. The requirements set forth in this Section represent the minimum traffic control requirements imposed and the Contractor shall be solely responsible for providing the full extent of traffic control measures that are necessary. Only individuals trained and certified in the principles of implementing traffic control and/or traffic control flagging shall be assigned that responsibility at the work site.

The Contractor shall maintain sufficient safeguards against occurrence of accidents, injuries, or damage to any person or property and shall be responsible for same if such occurs. The Contractor shall also maintain adequate protection of its work and materials from destruction and loss and shall protect the City's property from damage arising in connection with this contract, and shall make good any such damage, destruction or loss.

- a. *Traffic Control Plan* – The Contractor shall submit a Traffic Control Plan to clearly describe proposed traffic control measures. The plan shall be generally in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).
- b. *Traffic Control Devices* - Traffic control devices shall be provided in sufficient quantities and types as required to provide safe and adequate traffic control. During hours of darkness, approved lights and/or flares shall be included, in proper working order, to illuminate signs and hazards and alert approaching traffic. Barricades shall be furnished and maintained along all open trenches in contact with traffic. No work may begin on any day or at any time before traffic control devices have been placed, test driven and, if required, adjusted and revised. All traffic control devices shall be placed in accordance with the Manual of Uniform Traffic Control Devices and the

Contractor's favorably reviewed traffic control plans. Locations of devices shall be adjusted to suit the conditions and circumstances of each detour situation. In all cases, signs shall be placed to most effectively convey their messages to approaching traffic.

The Contractor shall maintain all traffic control devices, at proper locations and in proper working order, at all times during construction operations and whenever a hazard resulting from Contractor's operations exists. The Contractor shall adjust and revise traffic control devices, placement, etc., to suit changing conditions around construction operations. Traffic control devices shall remain in place at all times, as required to alert approaching traffic of upcoming hazards. After hazards have been removed, all traffic control devices shall be removed. Temporary signs shall be removed or their messages covered.

Daily traffic control measures shall continue until cleanup activities have been satisfactorily completed and all of the Contractor's equipment has been removed from the traveled way.

- c. *Traffic Control Detours* - The Contractor shall direct, divert and detour traffic through, around and adjacent to construction operations in accordance with the traffic control plans specified in the Contract Documents or in accordance with the Contractor's favorably reviewed traffic control plans.
 1. *Field Review of Detours* - Immediately after traffic control devices have been placed, the detour shall be test driven by the Engineer and the Contractor's Superintendent. The test drive shall include approaches to the detour from each possible direction, and traverse the full length of each detour route. The Contractor shall adjust and revise all traffic control devices as determined to be required by the test drive and the test drive shall be repeated, if determined necessary by the Engineer. The Contractor shall provide additional traffic control devices as required to maintain the flow of traffic throughout construction operation.
 2. *Diverting Bicycle and Pedestrian Traffic* – Whenever construction operations obstruct the flow of bicycle and pedestrian traffic or present a hazard to bicycles and pedestrians, the Contractor shall take appropriate action to protect and separate bicycles and pedestrians from the work area. Such action may include placement of barricades between bicycles and pedestrians and the work areas, placement of warning signs, and provisions utilizing personnel as required to protect and maintain access for bicycles and pedestrians as conditions warrant.
 3. *Diverting Vehicular Traffic* - Whenever construction operations obstruct the flow of vehicular traffic or present a hazard to vehicles operating in the vicinity of construction operations, the Contractor shall take appropriate action to warn, detour and otherwise protect approaching drivers and vehicles.
 4. *Flagmen* - The Contractor shall employ flagmen as required for each specific detour and at all locations where barricades and warning signs cannot control the movement of traffic. A warning sign shall be placed ahead of the flagman reading: "Flagman Ahead." The distance between the sign and the flagman should be based on the average traffic speed, allowing approximately 50 feet for each 10 miles per hour. During hours of darkness, flagman stations shall be illuminated such that the flagman will be clearly visible to approaching traffic. Lights for illuminating the flagman station shall receive favorable review by the Engineer. The flagman shall wear a red or orange warning garment when flagging. Flagmen shall be provided with approved red flags or STOP/SLOW hand paddles, and two-way radios for communication. When flagging during hours of darkness, the flagman shall signal with a red light or flare and shall have a belt and suspender harness fitted with reflectors or made from reflectorized cloth on the outside of the garment, unless the garment is well reflectorized in one of these ways.

5. Notice to Agencies - The Contractor shall notify the Engineer and all agencies having jurisdiction over the work, in writing, at least seventy two (72) hours, excluding holidays and weekends, prior to instituting any lane closure or detour. At the end of each workday, the Contractor shall inform the Engineer, Police Department and Fire Departments of the status of all detours, lane restrictions, or road closures. The Contractor shall cooperate and coordinate with the various parties involved in the collection and removal of trash and garbage, the transit providers, the U.S. Postal Service, and others, as necessary, in order to maintain existing schedules and services.
 6. Emergency Vehicle Access Through Detours - During all detours and/or street closures the Contractor shall provide for the movement of emergency vehicles through the work area. It is essential that the Contractor's work and equipment does not impede emergency access.
 7. Night Detours – Except for the detour shown on the project plans, the Contractor shall not be permitted to maintain any lane closure or road closure during non-working hours without first obtaining written approval from the Engineer. During non-working hours the Contractor shall restore travel lanes to their original alignment and configuration by means of placing temporary asphalt pavement or bridging with steel plates. The Contractor shall place "ROUGH ROAD" signs conforming to the Manual of Uniform Traffic Control Devices at uneven temporary pavement or bridging locations. See General Provisions, Section 9.18 (b), "Trench Safety Requirements".
 8. Temporary Traffic Lanes – Temporary traffic lanes shall be at least 10 feet wide, or 11 feet wide around curves. Provide an additional two (2) feet of clearance from curbs. The length of temporary lanes should be limited to the area under construction and the distance necessary to divert traffic.
- d. *Lane Closure Restrictions* – See Special Provisions for project specific restrictions.
- e. *Parking Restrictions* - The Contractor shall post approved "No Parking" signs at all locations necessary to establish work areas and detour traffic. Signs shall read: "NO PARKING - CONSTRUCTION TOW - AWAY ZONE," show the actual day and hours of parking restriction and indicate the telephone number of the City's Police Department or agency having jurisdiction. Signs shall be placed at least forty hours (48) hours in advance of the restriction. The Engineer shall approve the location and duration of no parking limits and verify their placement. "No Parking" signs shall be removed when no work is under construction and must be reposted forty eight (48) hours before the resumption of construction activities.

For any violation of "No Parking" signs by motorists, the Contractor shall contact and coordinate directly with the City's Police Department for removal of vehicles in accordance with the California Vehicle Code. The Contractor shall also coordinate with the Police Department directly for enforcement and towing of parked vehicles.

8.21 Safety

In accordance with generally accepted construction practices and State Law, the Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours, and shall encompass all persons, including City Staff and its Consultants.

The services of the Owner in conducting inspection or construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, shoring or scaffolding, or safety measures, in, on, or near the construction site.

OSHA approved safety vests and hardhats shall be worn by the Contractor, all subcontractors and other personnel when working or present on the site.

The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

All work and materials shall be in strict accordance with all applicable, City, County, State and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations. The Contractor shall be responsible for obtaining permits required by Section 6500 of the State Labor Code and Section 341 of Title 8 of the California Code of Regulations.

In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the Owner specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations it or its subcontractor's performance. The detailed plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a Civil or Structural Engineer registered in the State of California as required. Acceptance by the Owner only constitutes acknowledgment of the submission and does not constitute review or acceptance of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, work within confined spaces on this project is subject to the definitions and applicable provisions of Title 8, California Code of Regulations, Section 5156 et seq.

The Contractor shall so perform its work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the regulatory agencies having jurisdiction. All work involving exposure to hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these Specifications is to be construed to permit work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge.

8.22 Patent Fees or Royalties

The patent fees or royalties on any patented article or process which may be furnished or used in the work shall be absorbed in the Contractor's bid. The Contractor shall indemnify, defend and hold the City harmless from any legal action that may be brought for infringement of patents.

8.23 Advertising

The names of the Contractor or Subcontractors, with their addresses and the designation of their particular specialties, may be displayed at the job site on removable signs only if written approval is received from the Engineer. Commercial advertising material shall not be attached to, or painted on the surfaces of, any buildings, fences, canopies, or barricades.

8.24 Antitrust Claims

Attention is directed to Public Contract Code, Section 7103.5 which provides: "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or 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 public works contract or subcontract. The assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties".

8.25 Audit and Examination of Records

The City and entities and agencies designated by the City, shall have access to, and the right to audit and examine at no additional cost, all of the Contractor's project related data including but not limited to, books, estimates, records, contracts, bid cost data, Subcontractor and supplier job cost data, change orders, correspondence, instructions, drawings, receipts, vouchers, purchase orders, notes, computations, daily logs, and memoranda relating to the work. Pursuant to Government Code, Section 8546.7, the Contractor shall preserve all such records and will be subject to examination and audit by the State Auditor, at the request of the City, for a period of three (3) years after final payment under the Agreement.

8.26 Web-Based Construction Document Management

The Contractor shall utilize e-Builder for submission of data and documents throughout the duration of the Contract, unless specified otherwise in the Contract Documents. e-Builder is a web-based construction management application hosted by e-Builder. It shall be the primary means of project information submission and management or as otherwise agreed upon with the Engineer. The Engineer will establish the Contractor's access to e-Builder by providing one license to Contractor personnel at City's cost. The contractor and users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guider-2015. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The Contractor is responsible for its own connectivity to the Internet. e-Builder response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City will not be liable for any delays associated from the usage of e-Builder including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.

Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the Engineer and the Contractor will be jointly owned. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

While regular email will still be used for communication, e-Builder shall be utilized as much as possible in connection with all document and information management required by these Contract Documents. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The Contractor shall utilize the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the Engineer (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

1. Submittals using the Submittal Module
2. Requests for Information using the RFI process
3. Change Order Requests using RFQ and CCO processes
4. Progress payments requests using Pay Application process
5. Construction Closeout process
6. Compliance documentation (test reports, QA/QC reports, certifications)
7. Schedules and associated updates

The term "Copy" or "Copies" shall refer to electronic copies unless a hard copy is specified. Where a hard copy is specified, both electronic and paper versions shall be submitted.

Related Sections: Article 3.13, Submittals, General Provisions

SECTION 9 – MEASUREMENT AND PAYMENT

9.01 Measurement of Quantities for Unit Price Work

Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections of the Contract Documents involved.

Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in the horizontal planes. Stationing shall be along the street centerline, lengths of sanitary sewers, storm drains and water lines shall be measured as the horizontal distances from center to center of structures, rounded to the nearest foot, and lengths of all return radii and curb data shall be measured along the face of curb.

Unless otherwise provided in the Contract Documents, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimensions. Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.

9.02 Bid Items

Should any bid item be eliminated in its entirety, payment will be made to the Contractor for actual costs incurred, in connection with such eliminated contract work, and for costs incurred prior to the date of the Engineer's written notification eliminating such work. The actual costs to be paid to the Contractor shall be computed in the same manner as if the work were to be paid on a force account basis. No compensation will be made to the Contractor, in any case, for loss of anticipated profits. Increased or decreased scope involving a change order will be paid as stipulated in the change order.

The estimated value of work performed, for lump sum bids or lump sum bid items will be determined from the Schedule of Values. **The schedule of values shall be required by the Contractor for all lump sum bid items that breaks down the work into individual quantifiable components, plus quantities and unit prices of those components that when summed up equates to the lump sum amount of the bid item. Change order pricing for addition or deletion of those components shall be based on the lump sum breakdown contained in the Schedule of Values.** No progress payment will be made until a Schedule of Values has been submitted by the Contractor and accepted by the City. Progress payments for unit price bid items will be based on the estimated quantity of work performed during the month.

Elements of work shall be separated into groupings appropriate for the project. The Technical Specifications may be used as a guide for establishing these groupings. Within each grouping, work shall be itemized by readily measurable quantities of work complete in place. The Schedule of Values shall be broken down on the basis of each lump sum bid item. Move-on costs, bond and insurance costs, and submittal preparation costs can be included in the schedule of values under a separate mobilization line item. This line item shall not exceed 5% of the contract's value. Overhead and profit shall not be allowed as line items but shall be prorated over other items of work. In the event that the Schedule of Values is not accepted by the City, another Schedule of Values shall be submitted that is acceptable to the City. The Schedule of Values shall be submitted by the Contractor within 14 days of Notice to Proceed.

The estimated value of work performed, for lump sum bids or lump sum bid items will be determined from the schedule of values, to be prepared by the Contractor and presented at the preconstruction meeting. Elements of work on the schedule of values shall be separated into groupings appropriate for the project. The Technical Specifications may be used as a guide for establishing these groupings. Move-in costs, bond and insurance costs, and submittal preparation costs can be included in the schedule of values

under a separate mobilization line item. This line item shall not exceed 5% of the contract's value. Overhead and profit shall not be allowed as a line item, but shall be prorated over other items of work.

9.03 Bid Quantities

Payments to the Contractor will be made only for the actual quantities of contract items constructed in accordance with the plans and specifications. Payment will not be made for materials wasted or disposed of in a manner not called for under the contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside of the plan lines. Unless otherwise provided, no payment will be made for materials delivered to the site but not incorporated in the work. Such quantities will not be included in the final pay quantities. No compensation will be allowed for the disposal of rejected or excess material.

When the estimated quantity for a specific portion of work is designated on the Bid Schedule as a "Final Pay Quantity", the estimated quantity specified shall be the final quantity for which payment for such specified portion of the work will be made, regardless of the actual quantity constructed, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantity of such work, the final quantity for payment will be revised by the amount represented by the change. The estimated quantity for any portion of the work designated as a Final Pay Quantity shall be considered as approximate only and no guarantee is made that the quantity, which can be determined by computations, based upon the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantities based upon computations do not equal the estimated quantities. Final pay quantities will be designated on the Bid Schedule with the letter (F) and shall only apply to the corresponding portions of work specifically designated on the plans. Any portion of work not designated as a final pay quantity will be measured and paid for as specified under other provisions of the Contract Documents.

9.04 Progress Payments

On or about the 25th day of each month may be designated as the date which would terminate each working month for the purpose of making progress payments. In the event that this estimate cannot be mutually agreed, the City will determine the value for progress payment purposes.

The Contractor's request for a progress payment shall be submitted via e-Builder. Request for Progress Payment form (PAS Form 051) enclosed in Appendix A of these General Provisions shall be attached to the process. The Request for Progress Payment form shall be complete and properly executed by the contractor, and have, as attachments, the items listed on the form.

The Contractor shall, on the date established, prepare and submit a progress estimate to the City for work accomplished during the previous working month, based on the various contract bid items and the unit bid prices. Invoices shall include amounts previously paid, itemized retention and any deductions or additions authorized by change order. Consultation with the Engineer may be necessary to determine the amount of work accomplished.

The first progress payment will not be made until the following submittals **and documents** have been provided and accepted: list and schedule of submittals, baseline construction schedule, schedule of values, SWPPP, and **certified payroll submitted plus uploaded onto the DIR online payroll system covering the work pay period**. Subsequent progress payment requests will not be accepted unless accompanied by the progress payment cover letter, an updated baseline or revised schedule, a certification that the record drawings have been updated as of the date of the invoice, **and certified payroll covering the work pay period**.

Upon receipt of a progress payment request, the City shall, within seven (7) days, determine if the request is proper, and if disputed the City will return the progress payment to the Contractor along with a written document setting forth the progress payment request's shortcomings. Following receipt of an

undisputed and properly submitted progress payment request, the City shall make payment within thirty (30) days.

Contractor may request partial payment for materials delivered to the site but not yet incorporated into the work (materials on hand). To receive consideration for payment of materials on hand, the Contractor shall provide the Engineer with a list of such materials at least five (5) working days prior to submitting the monthly estimate of amount earned for work completed. At the Engineer's sole discretion, up to seventy-

five percent (75%) of the estimated value of materials on hand may be considered for payment, subject to the following:

- a. Only materials which have received favorable review of shop drawings will qualify.
- b. Eligible materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Engineer, at the job site or at a bonded warehouse.
- c. The Contractor's actual net cost for the materials must be supported by paid invoices to suppliers or other documentation requested by the Engineer.
- d. Materials delivered to the site less than thirty (30) days prior to their scheduled incorporation in the work shall not qualify.
- e. Partial payments for materials on hand shall not be deemed to be final payment for the material nor relieve the Contractor's obligations under the Contract.
- f. Partial payments for materials on hand shall be subject to retention.
- g. City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.

From each progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder of the amount due, less the amount of all previous payment will be paid to the Contractor provided all work invoiced has been completed and approved by the Engineer.

The Engineer may withhold or nullify, the whole or any part of any payment to such extent as may be necessary to protect the City from loss on account of any of the following:

- a. Defective or vandalized work not remedied,
- b. Damage to the City or another Contractor,
- c. Stop notices, or failure of the Contractor to make payments properly to subcontractors or laborers or suppliers, in which case 125% of the stop notice amount shall be withheld until a release form is received,
- d. Failure of Contractor to maintain, update and submit record documents, schedules or other submittals as required by the Contract Documents,
- e. Any other failure of Contractor to perform its obligations under the Contract Documents.

The Contractor may elect to receive one hundred percent (100%) of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing and maintaining securities of a value equivalent to the retention amount with the City in accordance with the provisions of Public Contract Code, Section 22300. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

Contractor warrants that, upon submittal of an application for payment, all work for which payment has been previously issued by the City and received by the Contractor, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, Subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to work.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the work done up to the time of such payments and shall not constitute acceptance of defective work.

9.05 Final Payment

The City shall, prior to final acceptance, provide the Contractor with a copy of the final quantities for the various contract bid items and a summary of contract change orders for the Contractor's review. All prior payments shall be subject to correction in determining the total contract sum. The Contractor shall reply promptly in writing, to indicate either the Contractor's concurrence or an explanation of possible discrepancies in the total contract sum.

The project will not be submitted to the Director of Public Works for acceptance until the Engineer and the Contractor concur with the totals of all quantities, costs, contract change orders and the total contract sum. Following concurrence, a semi-final payment will be made to the Contractor after deducting all previous payments and all amounts to be retained under the provisions of the contract. The retention payment shall be due and payable as a final payment after the expiration of thirty-five (35) days following the date of recording at the County after final acceptance of the work.

If within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to Contractor's failure to pay for labor or materials used in the work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

If releases are required, the Contractor shall pay or cause to be paid to Subcontractors the amount stated in the conditional releases within five (5) days after receipt of the semi-final payment, and shall promptly thereafter furnish evidence of such payment to the City.

The securities deposited by the Contractor will be released, providing that the following requirements of the contract have been fulfilled:

- a. Satisfactory completion of all construction work and written acceptance of said work by the City;
- b. The submission by the Contractor to the Engineer of all required stop notice releases, submittals, written guarantees, warranties, operating manuals, and other project related documentation;
- c. The return to the Engineer of all drawings and written specifications loaned to the Contractor during the construction period.
- d. The submission by the Contractor to the Engineer of record documents and a set of red-lined drawings showing the revisions to the original set of drawings which reflect the actual construction of the project for preparation of "Record Drawings".

The Contractor agrees that the payment of the final amount due under the contract shall release the City of East Palo Alto from any and all claims or liability on account of all work performed under the contract, except those items previously made in writing and identified by the Contractor as unsettled. Release of the final payment by the City shall not be construed as an acceptance of any defective work or acceptance of improper materials.

9.06 Claims

The term “Claim” shall mean a written demand or assertion by the Contractor seeking, as a matter of asserted right, adjustment in the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, or determination of other disputes or matters in question between the City and Contractor arising out of or related to the Contract Documents or the performance of the work, including claims alleging an error or omission.

A notice of potential claim must be stated with specificity, including identification of the event giving rise to potential claim, the date of the event, and the asserted effect on contract sum and contract time. The notice of potential claim shall include adequate supporting data. Adequate supporting data for a potential claim for an adjustment of the contract time shall include scheduling data demonstrating the impact of the event on the completion of the work. Adequate supporting data for a potential claim for an adjustment of the contract sum shall include a detailed cost breakdown of the items allowed, isolating labor, material, and equipment costs, and providing detailed quantities and unit prices for changed work. If the exact amount of a potential claim is not ascertainable at the time such potential claim is made, the supporting data currently available shall be submitted. Supplemental data supporting the exact amount of the potential claim shall be submitted as soon as available.

Notwithstanding the making of any potential claim or the existence of any dispute regarding any potential claim, unless otherwise directed by the Engineer, the Contractor shall not cause any delay, cessation, or termination in the performance of the work, including portions of the work pertaining to a potential claim.

9.07 Time Limit on Potential Claims

Contractor shall submit any and all notices of potential claims, together with adequate supporting data to the Engineer as soon as possible but not later than ten (10) working days after occurrence of the event giving rise to the claim, or the date the Contractor first recognized, or reasonably should have recognized, the condition giving rise to the claim, whichever is earlier. Contractor hereby expressly waives all claims not made within this time limit.

Contractor is expressly barred from asserting any potential claims of which the Contractor was aware, whether or not the exact amount of such potential claims was ascertainable, that is not submitted to the Engineer prior to the Contractor proceeding with the work.

9.08 City Response to Potential Claims

The Engineer shall promptly review potential claims. If additional supporting data is deemed necessary, the Engineer shall request such additional data within ten (10) working days after receipt of the potential claim. The Contractor shall furnish such additional data no later than ten (10) working days after receipt of the City’s request. The Engineer shall render a decision promptly, but in any event, within thirty (30) working days after the receipt of the potential claim or the receipt of additional supporting data. If the amount of the claim is in excess of \$50,000, the aforesaid thirty (30) working day period shall be sixty (60) working days. Failure of the Engineer to render a decision within the aforesaid thirty (30) or sixty (60) working day period shall be deemed a decision denying the claim and the last day of such period shall be the date of such decision. The decision of the Engineer shall be final and binding unless appealed in accordance with the General Provisions, Section 9.09, “Appeal of the Engineer’s Decision”.

9.09 Appeal of Engineer’s Decision

If Contractor disputes the Engineer’s decision of a claim, the Contractor shall, within thirty (30) calendar days of the decision, make a written appeal of the decision to the Engineer. The written appeal shall include all supporting data upon which the Contractor requests the City to modify its decision, including all documentation transmitted between the Contractor and the Engineer on the underlying potential claim. The Engineer shall make a good faith effort to resolve the potential claim prior to final completion of the Project. In the event the potential claim is not resolved prior to final completion, the Contractor’s potential claim shall be heard by the Director of Public Works prior to recommending final acceptance of the Contract. The Contractor’s administrative remedies under the Contract Documents shall be exhausted

after the decision of the Director of Public Works is rendered. In case of disagreement with the decision of the Director of Public Works, the Contractor may pursue the resolution of the dispute by presenting a formal claim to the City.

SECTION 10 – GUARANTEE

10.01 Warranties

The Contractor shall be held responsible for and shall make good any defects through faulty or improper workmanship or through defective materials, arising or discovered, in any part of this work within the time specified (stated in the Special Provisions) after the completion and acceptance of the entire project.

- a. *Warranty Form* – Contractor warranties shall be on the Contractor's own letterhead, addressed to the City, and shall in all cases be furnished to the City in duplicate. In addition, furnish City with original copies of all manufacturer's warranties.
- b. *Standard Product Warranties* – are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the City. Contractor shall provide to the City the Manufacturer's Standard written warranties of all the equipment installed for the project.
- c. *Special Warranties* – are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the City. Special warranties for products and installations that are specified to be warranted, shall be provided. When a special warranty is to be executed by the Contractor, or the Contractor and a Subcontractor, or the Contractor and a Supplier or Manufacturer, the Contractor shall prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the City, for approval, prior to final execution.
- d. *Disclaimers and Limitations* – Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor from providing the specified warranty on the work that incorporates the products. Nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor, from meeting specified warranty obligations.
- e. *Rejection of Warranties* – The City reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents. The City reserves the right to refuse to accept work where a special warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.
- f. *Related Damages and Losses* – When correcting warranted work that has failed, the contractor shall remove and replace other work that has been damaged as a result of such failure, or that which must be removed and replaced to provide access for correction of the warranted work.
- g. *Reinstatement of Warranty* – When work covered by a warranty has failed and been corrected, the warranty shall be reinstated by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for time.
- h. *Replacement Cost* – On determination that work covered by a warranty has failed, the contractor shall replace or rebuild the work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the City has benefited from use of the work through part of its useful service life.
- i. *City's Recourse* – Written warranties made to the City are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the City can enforce such other duties, obligations, rights, or remedies.

- j. *Notice to Perform Warranty Work* – The Contractor is required to repair or replace warranted work within 10 days of receiving written notice from the City of a failure of warranted work. If the required repair or replacement work has not been performed by the Contractor within the time allowed, the City may, at its sole discretion, undertake appropriate warranty work without further notice to the Contractor.

In the event that the nature of the failed warranted work is such that further damage will occur, or there is a danger to life or property, the City may undertake immediate repair or replacement without notice to the Contractor.

The cost of repair work undertaken by the City under these provisions shall be recoverable from the Contractor.

10.02 Contractor's Guarantee

Prior to final acceptance, the Contractor shall warrant and guarantee to the City that all work is in accordance with the Contract Documents and is not defective.

The guarantee shall be accompanied by a warranty bond for ten percent (10%) of the final contract sum, which shall warrant the quality of the work for a period of one (1) year after acceptance. The guarantee and warranty bond shall be in accordance with the Agreement Forms furnished in the Contract Documents.

10.03 Correction of Defective Work During the Guarantee Period

If within one (1) year after the date of acceptance, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly without cost to the City and in accordance with the City's written instructions, either correct such defective work or if it has been rejected by the City, remove it from the site and replace it with non-defective work.

If the Contractor does not promptly comply with the terms of such instructions within ten (10) working days after written demand by the City, the City may have the defective work corrected. The City may also correct defective work immediately in cases of emergency where delay would cause serious risk of loss or damage. All direct, indirect and consequential costs of correcting defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be absorbed by the Contractor.

The Contractor shall remove from the Project site portions of the work and materials which are not in accordance with the Contract Documents and which are neither corrected by the Contractor nor accepted by the City.

APPENDIX A – GENERAL PROVISION FORMS

Form Title	General Provisions Reference Section
Three Week Look Ahead Schedule	7.05
Daily Extra Work Report (SAMPLE)	4.06
Request For Progress Payment	9.04
Contractor's Certification of Completion	7.19

City of East Palo Alto, 3-Week Look Ahead Schedule
Project's Title,
Contractor's Name

Task No.	Work To Be Performed	Comments	Month																														Mo	
			5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2				
			M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S				
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REQUEST FOR PROGRESS PAYMENT

No. _____

Project _____

Project No. _____

Date ____ / ____ / ____

To: Director of Public Works
City of East Palo Alto
1960 Tate Street
East Palo Alto, CA 94303

From: _____

Attn: Construction Contract Administrator

A progress payment is requested in accordance with the following:

For the first Progress Payment

This request for a progress payment has the following attached:

- Invoice (Invoice No. _____ dated ____ / ____ / ____)
- Schedule of Values analysis supporting the invoice
- Certified Payroll

and I certify that the following have been submitted and approved by the City:

- Schedule of Submittals required
- Baseline Construction Schedule
- Schedule of Values (if applicable)
- Storm Water Pollution Prevention Plan

For the second and subsequent Progress Payment

This request for a progress payment has the following attached:

- Invoice (Invoice No. _____ dated ____ / ____ / ____)
- Schedule of Values analysis supporting the invoice
- Certified Payroll
- An Updated Baseline (or Revised-No. _____) Construction Schedule dated ____ / ____ / ____, updated to ____ / ____ / ____

and I certify that the Record Drawings have been updated to incorporate all field changes and extra/changed work as of ____ / ____ / _____. Furthermore, I have sought and obtained the assigned City Inspector's review of the status of the Record Drawings as evidenced by the Inspector's signature of acknowledgment on this Request.

City Inspector's Signature

Dated ____ / ____ / ____

Contractor's Signature

CONTRACTOR'S CERTIFICATION OF COMPLETION

Project _____ **Project No.** _____ **Date** ____ / ____ / ____

To: Director of Public Works
City of East Palo Alto
1960 Tate Street
East Palo Alto, CA 94303

From: _____

Attn: Construction Contract Administrator

This is to certify that I, _____
am an authorized official of _____
working in the capacity of _____

and have been properly authorized by the firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Owner that the work is complete, nor the acceptance thereof by the City, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.

Contractor's Signature

Title

ATTACHMENT D – SPECIAL PROVISION

SPECIAL PROVISIONS

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1. Description and Location

The project is located at various locations in the City of East Palo Alto, California. The project consists of furnishing all tools, equipment, apparatus, facilities, labor, transportation and material necessary to perform site preparation and improvements for the SIGNAGE & BUS SHELTER IMPROVEMENTS PROJECT in accordance with plans and specifications.

The scope of the project encompasses a wide range of tasks essential for its successful completion. These tasks include, but are not limited to, the removal of existing minor concrete, the removal of the current curb and gutter, and the removal and disposal of the existing bus shelters. The project also involves the installation of brand-new bus shelters, 32-gallon trash cans, benches, and construction of new concrete bus pads.

Furthermore, the project will focus on enhancing accessibility and safety within the area by incorporating re-designed curb ramps, ensuring smooth transitions for pedestrians and individuals with disabilities. Additionally, the installation of concrete curb and gutter, construction of sidewalks and driveways, providing a well-planned pathway for both pedestrians and vehicles.

Alternative Bid – The project will include an extra alternative bid, contingent upon the construction budget allowing for supplementary miscellaneous work. This includes the construction of extra curb ramps, additional concrete curb & gutters, extra sidewalks, and the striping of high visibility crosswalks.

2. Pre-Bid Conference

N/A

3. Contractor's License

Contractor shall be licensed under the provisions of chapter 9, Division 3 of the Business and Profession Code of the State of California to do the type of work contemplated in the project. The general class or type of work called for under the contract requires a class "A" Contractor license. Contractor shall maintain this license for the duration of the work.

4. Preconstruction Conference

The City will schedule a preconstruction conference to be held within 10 calendar days of the date specified in the Notice to Proceed.

5. Time for Completion

Contractor has (60) working days to complete the project from the date specified in the Notice to Proceed.

6. Coordination

The Contractor shall coordinate all project work with the City's electrical contractor at the project site.

7. Submittals

- a. The Contractor shall provide submittals for the following. The submittals are anticipated to include, but are not limited to the following: asphalt, slurry, concrete, truncated domes.
- b.

Submittal Type	Number of copies/units
List and Schedule of Submittals	1 hardcopy and via email
Proposed Substitutions List	1 hardcopy and via email
Schedule of Values	1 hardcopy and via email
Construction Schedules (Preliminary, Baseline & Revised)	1 hardcopy and via email
Other Submittals	1 hardcopy and via email
Samples	1 (unless required otherwise in the

		Technical Specifications)
Shop Drawings		1 hardcopy and via email
Manuals and Instructions		3 (unless the number specified in the Technical Specifications is greater)
Warranties/Guaranties		1 hardcopy and via email
Record Drawings	a. Original contract drawings b. "As Built" Drawings	The "job site" print. Original reproducible drawings with all changes marked

- b Detailed requirements for specific submittals (other than the number to be provided and review times) may be received from the City.
- c The List and Schedule of Submittals shall be provided within 10 working days from the date the Notice to Proceed is issued.
- d The Owner shall review submittals (other than Construction Schedule submittals for which there are different requirements) within 28 days of receipt and shall review each resubmittal within 21 days of receipt of complete submittal.
- e The Construction Schedule submitted shall identify major noise generating construction activities. Contractor to notify adjacent affected properties at least 72 hours prior to major noise generating construction activities.

8. Liquidated Damages

Liquidated damages shall be in the sum of one thousand and no/100 (\$1,000) per calendar day.

9. Bid Items

Bid Items and total project costs shall include the entire project as shown in the drawings and described in the specifications. All bid items must be filled in completely. Quote in figures only, unless words are specifically requested. Full compensation for conforming to the requirements of each section shall be included in the contract price for each item and no additional compensation will be allowed therefor. See Caltrans Standard Specifications for more information on specs for items not detailed in the Technical Specifications.

The contract price paid for each bid item shall include full compensation for performing the scope of work specified on the plans and specifications including all labor, material, tools, equipment, and incidentals, and for doing all the work associated with each bid item. **Refer to the Technical Specifications for details.**

10. Specialty Items

N/A

11. Warranty Duration

Unless specifically stated in the Technical Specifications, all items shall have a one-year warranty from the date of final acceptance of the project.

12. Disposal Fees

The Contractor shall be responsible to pay all applicable disposal fees and the cost of this shall be included in the various bid items.

13. Materials Supplied by City

None

14. Testing

Except as stated otherwise in the specifications, the Contractor shall perform sampling and testing to demonstrate compliance with contract requirements. Testing shall be undertaken by an independent testing laboratory qualified to perform sampling and testing required by this contract. The testing laboratory must be independent of the material suppliers. All sampling and testing shall be performed in accordance with the required frequencies specified in the Caltrans Standard Specifications and manuals, and per the City's Quality Assurance Program (QAP).

Test results shall be provided showing actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Test results shall cite applicable specification references and required tests or analytical procedures used. Test results shall be certified by a testing laboratory representative authorized to do so. Reports shall have the cover sheet conspicuously stamped in large red letters "CONFORMS" or "DOES NOT CONFORM." If the items fails to conform, notify the Engineer. Payment for testing will be included in the bid item price paid for the item of work requiring testing and no additional payment will be allowed therefor.

15. Water

The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction, including potable water service. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor will pay for all water used for their operations on site.

The purchase of potable water for construction purposes requires obtaining a Hydrant Permit from the City's Water Company located at City Hall, 2415 University Avenue, East Palo Alto.

16. Special Permits

The contractor shall be responsible for obtaining and paying for an encroachment permit from the City of Palo Alto for the work in Palo Alto's jurisdiction. Some of the work on University Avenue at Woodland Avenue is within the City of Palo Alto.

17. Revocable Items

Items listed as "revocable" may be deleted entirely or in part, or added at the sole discretion of the City. All provisions of Section 9-1.06 of the Standard Specifications shall not apply to entire or partial deletion of or addition to revocable items.

18. Hazardous Materials/Conditions

N/A

19. Disclosure Information/Documents

(Not part of the contract documents and not bound in)

N/A

21. Work to be Performed by Contractor

The Contractor shall perform, with its own organization, Contract work amounting to at least **25%** percent of the Contract price, except that any designated "Specialty Items" may be performed by subcontract, and the amount of any such "Specialty Items" so performed may be excluded from the computation.

22. Work Sites and Payment

This contract is made of many individual work sites. A work site is typically all concrete replacement work at a single addressed parcel or property. Typically, all tasks, as prescribed in the specifications, are required to be performed to constitute a completed work site. All variances from typical shall be defined in writing by the City Inspector/Representative.

Payment shall be on the basis of completed individual work sites; this shall include all work tasks required to complete an individual work site, including cleanup and restoration work.

23. Progress Payment Retention

Retention shall be five percent (5%) for the estimated value of work.

24. Working Hours

Construction work shall be limited to 8:00 a.m. to 5:00 p.m. Monday to Friday, excluding City holidays. Exceptions shall be approved by City Engineer.

25. Notification and Relations with Property Owners

At ten (10) working days and again at two (2) working days prior to mobilizing to a site or performing any action which affects residents, schools or businesses, the Contractor shall distribute an approved written notice to all adjoining residents and businesses, property owners, tenants and applicable parties. Such notice shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, traffic delays, alternative routes, driveway closures and the name, address, and a 24-hour local telephone number of the Contractor. A draft copy of the notice shall be provided to the City Engineer for approval, prior to distribution.

The Contractor shall provide the Engineer a copy of the proposed written notification prior to mailing or delivery for approval at least 5 days prior to their distribution.

Delays in performing the work or changes in the construction schedule, for any reason, shall require the Contractor to provide written re-notification to residents, businesses, City services within 24 hours that any delay or change is reported to or discovered by the City Engineer.

The Contractor shall not impede or impair waste haulers, recycling operations and buses within the project area. It is the Contractor's responsibility to determine which waste haulers, recycling operators and buses are scheduled to work/run in the project area and to develop a project schedule that will not impede or impair their operations.

26. Public Convenience and Safety

The Contractor shall provide for the convenience and safety of traffic and the public in conformance with the provisions in Section 7-1.03 and Section 7-1.04 of the 2010 Caltrans Standard Specifications.

27. Traffic Control and Lane Closure Restrictions–

If needed, the contractor is required to provide and maintain throughout the duration of the project adequate traffic control for all modes of traffic. No blocking of the public way is permitted at any time.

28. Staging Areas and Field office

Contractor will be allowed to stage on site.

29. Protection and Restoration of Existing Improvements

Contractor shall protect in place, or remove and replace, existing improvements which may be damaged by Contractor's operations. Existing improvements may include, but are not limited to, irrigation lines, irrigation control wiring, landscaping, trees/roots, pavement, drainage devices, lighting, roads and roadway markings, and pedestrian walkways. Any damage to existing facilities, landscape, or irrigation shall corrected by the Contractor to original condition at no cost to the City.

Contractor shall ensure construction or resurfacing materials do not enter the storm drain system.

ESCROW AGREEMENT FOR SECURITY DEPOSITS
IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between CITY OF EAST PALO ALTO whose address is 2415 University Avenue, East Palo Alto, California 94303 hereinafter called "Owner", and _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the City of East Palo Alto, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contractor provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall hold them for the benefit of the contractor until such time as the escrow created under this contract is terminated. The contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the owner pays the escrow agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor. The signature of the representative of Owner granting such consent shall be acknowledged by a notary public.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (4) to (8), inclusive, of this agreement, provided that the written authorization from Owner to Escrow Agent given pursuant to paragraph 6 above authorizing release of funds to Contractor, has an acknowledgment of the signature of Owner's representative. Assuming that any notice received by Escrow Agent which is required to have a notary's acknowledgment of a signature according to this agreement, is so acknowledged, the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of the respective signatures are as follows:

On behalf of Owner:

Signature

Name (typed or printed)

Title

Address

On behalf of Contractor:

Signature

Name (typed or printed)

Title

Address

On behalf of Escrow Agent:

Signature

Name (typed or printed)

Title

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the dates set forth below.

By: City of East Palo Alto
(Owner)

By: _____
(Contractor)

Signature

Signature *

Name (typed or printed)

Name (typed or printed)

Title

Title

Date

Date

Signature *

Name (typed or printed)

Title

Date

By: _____
(Escrow Agent)

Signature**

Name (typed or printed)

Title

Date

* Signature of Contractor shall be notarized. Signature shall be of two classes of officers of a corporation, unless accompanied by copy of Resolution of Board of Directors authorizing execution of this agreement.

**Signature shall be notarized.