

## SPECIAL PROVISIONS

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**1. Description and Location**

The project is located at Addison Avenue between East Bayshore Road and Bay Road in 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 Addison Avenue Safe Route to School and Green Street Improvements Project in accordance with the plans and the technical specifications.

**2. Pre-Bid Conference**

A non-mandatory, pre-bid conference will be held by video conference on February 22, 2022, at 2:00 pm. The video conference is accessible at the following link: <https://us06web.zoom.us/j/88081696705?pwd=Z3FMbXJNZEIzanFSV01EchNtWIFrZz09>

**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 (130) 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 designated representative, all impacted utility owners, homeowners, and other impacted parties as outlined in Section 101, 103, and other Sections of the Technical Specifications.

**7. Submittals**

a. The number of submittals for each submittal type shall be as follows:

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
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- 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 1475 East Bayshore Boulevard, East Palo Alto or the East Palo Alto Mutual Water Company.

**16. Special Permits**

N/A

**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**

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. Payment**

Monthly progress payments shall be made as outlined in Section 9.04 of the General Provisions.

**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. Refer to Section 103 of the Technical Specifications for additional information on traffic control.

**28. Staging Areas and Field office**

Contractor must provide their own staging site. Staging within the City can be discussed.

**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 materials, including waste material 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.