



CONTRACT DOCUMENTS

FOR

CITYWIDE PARK IDENTIFICATION SIGN IMPROVEMENTS

CITY PROJECT NO. PWC 8948

BID NO. 19-032

PROJECT MANAGER
ANDREW MAYES
AMAYES@FREMONT.GOV
(510) 494 - 4741



COMMUNITY SERVICES DEPARTMENT • LANDSCAPE ARCHITECTURE DIVISION
CITY OF FREMONT • ALAMEDA COUNTY, CALIFORNIA



LANDSCAPE ARCHITECTURE DIVISION

CITY COUNCIL REFERENCE ONLY



LANDSCAPE ARCHITECTURE DIVISION

NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

BID DOCUMENTS

CONTRACT

PAYMENT, PERFORMANCE AND WARRANTY BONDS

GENERAL CONDITIONS

SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

APPENDICES

PLANS (ATTACHED SEPARATELY)

FOR

CITYWIDE PARK IDENTIFICATION SIGN IMPROVEMENTS

CITY PROJECT NO. PWC 8948

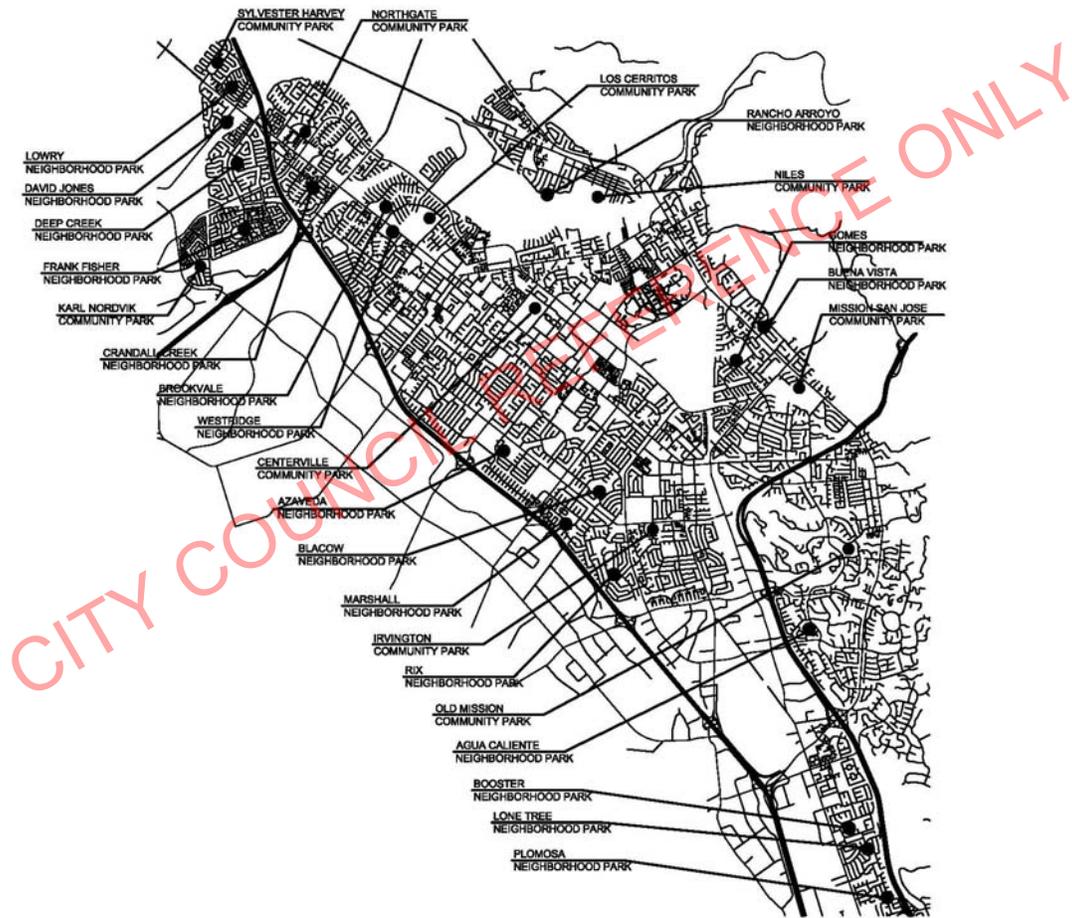
IN THE

CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

PROJECT LOCATION MAP

Citywide Park Identification Sign Improvements

City of Fremont



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TABLE OF CONTENTS

Notice Inviting Bids 4

Instructions to Bidders 8

Bid Proposal..... 15

Bid Schedule 19

Subcontractor List..... 21

Noncollusion Declaration 22

Bid Bond..... 23

Bidder’s Statement of Responsibility..... 25

Contract 29

Payment Bond..... 33

Performance Bond 35

Warranty Bond 37

General Conditions 39

Article 1 - Definitions..... 39

Definitions..... 39

Article 2 - Roles and Responsibilities 41

2.1 City 41

2.2 Contractor..... 41

2.3 Subcontractors 45

2.4 Coordination of Work..... 45

2.5 Submittals..... 45

2.6 Shop Drawings 46

Article 3 - Contract Documents..... 47

3.1 Interpretation of Contract Documents 47

3.2 Order of Precedence 47

3.3 Caltrans Standard Specifications 48

3.4 For Reference Only 48

3.5 Current Versions 49

Article 4 - Bonds, Indemnity, and Insurance 49

4.1 Payment and Performance Bonds 49

4.2 Indemnity 49

4.3 Insurance..... 49

4.4 Warranty Bond 53

Article 5 - Contract Time 53

5.1 Time is of the Essence 53

5.2 Schedule Requirements 53

5.3 Delay and Extensions of Contract Time..... 55

5.4 Liquidated Damages 57

Article 6 - Contract Modification 58

6.1 Contract Modification and Changes in Work..... 58

6.2 Contractor Change Order Requests 59

6.3 Adjustments to Contract Price..... 59

6.4 Unilateral Change Order 60

6.5 Non-Compliance Deemed Waiver..... 60

6.6 Value Engineering 60

Article 7 - General Construction Provisions 60

7.1 Permits and Taxes 60

7.2 Temporary Facilities 61

7.3 Noninterference and Additional Work Areas..... 61

7.4 Signs..... 62

7.5	Worksite and Nearby Property Protections.....	62
7.6	Materials and Equipment.....	63
7.7	Substitutions.....	64
7.8	Testing and Inspection.....	65
7.9	Worksite Maintenance and Operation.....	66
7.10	Instructions and Manuals.....	67
7.11	As-built Drawings.....	67
7.12	Existing Utilities.....	67
7.13	Notice of Excavation.....	68
7.14	Trenching and Excavations of Four Feet or More.....	68
7.15	Trenching of Five Feet or More.....	68
7.16	New Utility Connections.....	69
7.17	Lines and Grades.....	69
7.18	Historic or Archeological Items.....	69
7.19	Environmental Control.....	69
7.20	Noise Control.....	70
Article 8 - Payment.....		70
8.1	Schedule of Values.....	70
8.2	Progress Payments.....	70
8.3	Adjustment of Payment Application.....	71
8.4	Early Occupancy.....	71
8.5	Retention.....	71
8.6	Setoff.....	72
8.7	Payment to Subcontractors and Suppliers.....	72
8.8	Final Payment.....	72
8.9	Release of Claims.....	72
8.10	Warranty of Title.....	72
Article 9 - Labor Provisions.....		73
9.1	Discrimination Prohibited.....	73
9.2	Labor Code Requirements.....	73
9.3	Prevailing Wages.....	73
9.4	Payroll Records.....	73
9.5	Labor Compliance.....	74
Article 10 - Safety Provisions.....		74
10.1	Safety Precautions and Programs.....	74
10.2	Hazardous Materials.....	75
10.3	Material Safety.....	75
10.4	Hazardous Condition.....	75
Article 11 - Completion and Warranty Provisions.....		75
11.1	Final Completion.....	75
11.2	Warranty.....	76
11.3	Use Prior to Final Completion.....	77
11.4	Substantial Completion.....	77
Article 12 - Dispute Resolution.....		77
12.1	Claims.....	77
12.2	Claims Submission.....	78
12.3	City's Response.....	79
12.4	Meet and Confer.....	80
12.5	Mediation and Government Code Claims.....	80
12.6	Tort Claims.....	80
12.7	Arbitration.....	81
12.8	Damages.....	81
12.9	Multiple Claims.....	81
12.10	Other Disputes.....	81

Article 13 - Suspension and Termination	81
13.1 Suspension for Cause.....	81
13.2 Suspension for Convenience.....	81
13.3 Termination for Default.....	81
13.4 Termination for Convenience.....	83
13.5 Effect of Any Contract Termination.....	83
Article 14 - Miscellaneous Provisions	83
14.1 Assignment of Unfair Business Practice Claims.....	83
14.2 Provisions Deemed Inserted.....	83
14.3 Waiver.....	84
14.4 Titles, Headings, and Groupings.....	84
14.5 Statutory and Regulatory References.....	84
Article 15	85
SECTION 01000 GENERAL REQUIREMENTS.....	85
SECTION 01010 PROGRESS SCHEDULE.....	103
SECTION 01040 PROJECT COORDINATION.....	109
SECTION 01060 REGULATORY REQUIREMENTS.....	113
SECTION 01300 SUBMITTALS.....	117
SECTION 01400 TESTING AND INSPECTION.....	123
SECTION 01420 REFERENCE STANDARDS.....	131
SECTION 01450 QUALITY CONTROL.....	135
SECTION 01505 CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT.....	137
SECTION 01510 MOBILIZATION, TEMPORARY FACILITIES AND CONTROLS.....	155
SECTION 01535 TREE PROTECTION.....	165
SECTION 01550 SITE ACCESS AND STORAGE.....	171
SECTION 01560 PROTECTION OF EXISTING FACILITIES.....	173
SECTION 01600 PRODUCT REQUIREMENTS.....	177
SECTION 01630 PRODUCT SUBSTITUTION PROCEDURES.....	181
SECTION 02050 DEMOLITION AND CLEARING.....	185
SECTION 02200 EARTHWORK.....	189
SECTION 02721 AGGREGATE BASE COURSE.....	197
DIVISION 3-CONCRETE	203
SECTION 03100 CONCRETE FORMWORK.....	203
SECTION 03200 CONCRETE REINFORCEMENT.....	207
SECTION 03300 CAST IN PLACE CONCRETE.....	211
SECTION 03400 PRE-CAST CONCRETE.....	219
DIVISION 4-MASONRY	223
SECTION 04200 PARK SIGNS.....	223
DIVISION 16 - ELECTRICAL	229
Section 16010 ELECTRICAL.....	229
APPENDICES	239
APPENDIX A - TRUCK ROUTES.....	239
APPENDIX B - SUBCONTRACTOR BUSINESS TAX SHEET STATUS.....	241

Notice Inviting Bids

1. Bid Submission.

The City of Fremont ("City") will accept sealed bids for its PWC8948 Citywide Park Identification Sign Improvements Program ("Project"), on or before **Wednesday, June 19, 2019, at 2:00 p.m.** ("Bid Deadline"), at its Purchasing Division, located at 3300 Capitol Avenue, Building B, Fremont, California 94538, at which date, time and place the bids will be opened publicly and the dollar amounts of each bid will be read aloud.

2. Project Information.

2.1 Location and Description. The Project is located at various (27) separate park locations in the City of Fremont and is described as follows:

The Citywide Park Identification Sign Program scope of work includes removal of existing wood park signs, including concrete footings, removal of turf sod as needed to place new concrete bases and footings, Installing City Standard park identification signs at specified locations throughout the City of Fremont. All materials needed to construct the identification signs, of both standard sizes (Park Sign "A" and Park Sign "B", concrete footings and flatwork, and electric uprights with wiring and conduit, will be furnished by the Contractor. Sign graphics will match the City Park Standard Details established for these identification signs. Additional scope of work may include irrigation modifications, if necessary.

2.2 Time for Completion. The planned timeframe for commencement and completion of construction of the Project: is within 120 Working Days after issuance of the Notice to Proceed.

2.3 Estimated Project Cost. The estimated construction cost, or construction cost range, for the Project is **\$1,100,000**. This estimate serves only as a guideline to bidders of the scope of the Work and the Project. No bidder, including the successful bidder, is entitled to make any claim against City based on inaccuracy of the estimated cost or range of cost of the Work or the Project.

3. License and Registration Requirements.

3.1 License. This Project requires a valid California contractor's license for the following classification(s): Class "A". Contractors bidding as a joint venture must secure a joint venture license prior to award of the Contract for the Project.

3.2 DIR Registration. City may not accept a Bid Proposal from, or enter into the Contract with, a bidder without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

4. Obtaining Contract Documents. The plans, specifications, plan-holder's list, bid, and contract documents for the Project, and any addenda thereto ("Contract Documents") may be purchased from ARC Document Solutions Santa Clara ("ARC"), located at 821 Martin Avenue, Santa Clara, CA 95050; telephone: (408) 295-5770; email: santaclara@e-arc.com; or via Planwell at: www.e-arc.com/ca/santaclara. No partial sets will be issued and the cost of purchase is non-refundable. Call in advance to confirm availability. Reference City of Fremont Bid No. 19-032.

Bidders are encouraged to recycle unused Contract Documents.

5. Bid Proposal and Security.

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

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

6. Prevailing Wage Requirements.

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

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

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

7. Performance and Payment Bonds.

The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price.

8. Substitution of Securities.

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

9. Subcontractor List.

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

10. Instructions to Bidders.

Additional and more detailed information about the Project and City's bidding requirements is provided in the Instructions to Bidders. All bidders should carefully review the Instructions to Bidder before submitting a Bid Proposal for the Project.

11. Bidders' Conference. A conference will be held on Wednesday, June 5, 2019 at 10:30 a.m., at the following location: Centerville Community Park at parking lot on Hastings Avenue, Fremont, CA 94538, for the purpose of acquainting all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is not mandatory.

Additional and more detailed information about the Project and City's bidding requirements is provided in the Instructions to Bidders. All bidders should carefully review the Instructions to Bidder before submitting a Bid Proposal for the Project.

Janice Becerra-Scola
Purchasing Division

Date
Date: _____

Publication Dates: 1) May 28th, 2019 2) June 4th, 2019

Specific Brands. Pursuant to Public Contract Code Section 3400(c), City has found that the following specific brands or trade names are required for the following particular material(s), product(s), thing(s), or service(s), and no substitutions will be considered or accepted for the Project:

Item:	Required brand name:	Reference:
Precast Concrete Pilaster Cap	Quick Crete Products_	Quote 142725 QG24PC
Custom Sign - Item #2_	Quick Crete Products_	Quote 142725 Custom Sign #2_
Custom Sign - Item #3_	Quick Crete Products_	Quote 142725 Custom Sign #3_

Note: Under Public Contract Code Section 3400 (c), a sole source specification is only permitted as follows:

(c)(2) required to match products in use for the improvement;

END OF NOTICE INVITING BID

CITY COUNCIL REFERENCE ONLY

Instructions to Bidders

Each bid ("Bid Proposal") submitted to the City of Fremont ("City") for its PWC8948 Citywide Park Identification Sign Improvement Program ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

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

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

SEALED BID ENCLOSED, CITY OF FREMONT

BID PROPOSAL

PWC8948 Citywide Park Identification Sign Program, Project No. 8937
Bid No. 19-032

City of Fremont, Office of Purchasing (Finance Department)
3300 Capitol Avenue, Building B
Fremont, CA 94538
Attn: Janice Becerra-Scola

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

[Contractor company name]
[street address]
[city, state, zip code]
[California contractor license number(s)]
[DIR Registration No:_____]

1.3 DIR Registration. City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code Section 1725.5.) If the bid is sent by mail, the sealed envelope must be enclosed in a separate envelope.

1.4 Bid Submittals. Each bidder must use the forms provided by City in these Contract Documents for the bid submittal. All bid forms must be fully completed and signed

as directed, along with the required attachments, and the sealed bid submittal must include the following:

- (A) Bid Proposal
- (B) Bid Schedule
- (C) Subcontractor List
- (D) Noncollusion Declaration
- (E) Bid Security (Cashier's or Certified Check or Bid Bond)
- (F) Bidder's Statement of Responsibility
- (G) <List here any other required information or submittals if applicable>

2. Pre-Bid Investigation.

2.1 Contract Documents. Each bidder is solely responsible for diligent and thorough review of the Contract Documents (as defined in the General Conditions), examination of the Project site, and reasonable and prudent inquiry concerning known and potential site conditions prior to submitting a Bid Proposal. However, except for any areas that are open to the general public, bidders may not enter City's property or the Project site without prior coordination with and written authorization from City. Bidders are responsible for reporting any errors or omissions in the Contract Documents to City prior to submitting a Bid Proposal, subject to the limitations of Public Contract Code Section 1104. City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

3. Questions and Requests for Information or Clarification. Questions, requests for information, and requests for clarification regarding the Project, the bid procedures, or any of the Contract Documents must be submitted to City in writing, addressed to the Project Manager for the Project, as follows:

Andrew Mayes, Landscape Architect II
39550 Liberty Street, P.O. Box 5006
Fremont, CA 94537
amayas@fremont.gov

If a bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, the bidder must make a written request for clarification before submitting the bid. Bidders must submit any inquiry under this Section by <_____> p.m. at least <____> Working Days before the Bid Deadline. Questions received any later will not be addressed before the Bid Deadline.

4. Addenda. Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code Section 4104.5, City reserves the right to issue addenda prior to bid time. City will make reasonable efforts to deliver addenda to known plan holders who have provided a delivery address for receipt of addenda. However, City makes no guarantee that all bidders will receive all addenda. Each bidder is responsible for ascertaining and ensuring it has received and reviewed all addenda prior to submitting its bid and must acknowledge receipt of all addenda in the Bid Proposal. Bidders should check with ARC (see Section 4 of Notice Inviting Bids) for any addenda or updates on the Project, at: <http://www.e-arc.com/ca/santaclara>.

5. Brand Designations and "Or Equal" Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, and followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders

may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. Pre-bid requests for substitution must be submitted to the Engineer at least seven Working Days before the Bid Deadline, so that all interested bidders may be notified of any approved alternative. Any other requests for substitution must comply with the General Conditions. If the Engineer denies the request for substitution, the material, product, thing or service specified in the Contract Documents must be furnished and installed. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c) and Fremont Municipal Code Section 3.20.167(b).

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

6.1 **Incorrect Totals.** This provision is intended to resolve computational errors on the Bid Schedule form.

(A) Unit Price Subtotals. In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount (estimated quantity X unit cost).

(B) Unit Price Total. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price.

(C) Alternates. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price.

(D) Withdrawal for Material Error. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code Section 5100 *et seq.*

6.2 **Estimated Quantities.** The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price. However, items marked as "Final Pay" items will be compensated based solely on City's estimated quantities, and payment will not be adjusted based on actual quantities, even if the actual quantities differ from City's estimate on the Bid Schedule. Only changes in quantities of "Final Pay" items due to design changes will be measured and paid separately pursuant to a Change Order.

7. **Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders, and may also submit a Bid Proposal as a prime contractor.

- 8. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included in the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive.
- 9. Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code Section 313.
- 10. Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount (meaning the base bid plus all additive alternate prices, if any), in the form of a cashier's check or certified check made payable to City, or a bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, if City issues the Notice of Award of the Contract to the bidder, then the bidder will provide to City all of the documents required under Section 14 below within ten calendar days thereof.
- 11. Withdrawal of Bid Proposals.** A Bid Proposal for the Project will be considered a firm offer and may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 *et seq.* or Fremont Municipal Code Section 3.20.200.
- 12. Bid Protest.** Any bid protest must comply with City's protest procedures for public construction project contracts, set forth in Fremont Municipal Code Section 3.20.330. City will issue the Notice of Intent to Award the Contract by posting the notice on designated public bulletin boards and on its bid results webpage at: <http://fremont.gov/index.aspx?NID=532>. A bid protest must be submitted in writing to, and received by, City's Office of Purchasing, located at 3300 Capitol Avenue, Building B, Fremont, California 94538, before 5:00 p.m. on the fifth Working Day after the date of City's posting of the Notice of Intent to Award ("Bid Protest Deadline"). The protesting bidder will bear the risk of any nondelivery of its bid protest before the Bid Protest Deadline, regardless of the method of delivery used. The bid protest must comply with the following requirements:
- 12.1 General.** Only a bidder that has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 12, a "Working Day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code Section 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours.
- 12.2 Protest Contents.** The bid protest must contain a complete statement of the legal grounds for the protest, all the facts relevant to the protest, the form of relief requested, and the legal basis for such relief, as well as all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must

include the name, address, email address, and telephone number of the protesting bidder and any person representing the protesting bidder. If City requests additional information, it must be provided to City within the time period City specifies.

12.3 Copy to Protested Bidder. Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.

12.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m. within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

12.5 Copy to Protesting Bidder. Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

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

12.7 Right to Award. City reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

13. Reservation of Rights. City reserves the right, acting in its sole discretion, to waive nonmaterial and inconsequential bid irregularities, to accept or reject any and all bids, to issue a new Notice Inviting Bids for the Project, or to abandon the Project entirely.

14. Award of Contract. City will award the Contract, if at all, by issuing a written Notice of Award within 90 days after the opening of bids, or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. The successful bidder must submit to City all of the following documents, within ten calendar days after City's issuance of the Notice of Award:

- 14.1** Two duly signed counterpart originals of the Contract provided by City with the Notice of Award, using the form included in the Contract Documents;
- 14.2** Documentation evidencing the authority of the individual(s) signing the Contract on behalf of the successful bidder;
- 14.3** Payment and performance bonds for the Project as specified in the Contract Documents and using the bond forms included in the Contract Documents, each for 100% of the Contract Price as awarded;
- 14.4** Warranty bond for the Project as specified in the Contract Documents, is required for this project, using the warranty bond form provided for 20% of the Contract Price as awarded;

- 14.5 Insurance certificates and endorsements evidencing the successful bidder's insurance coverage, as required by the Contract Documents;
- 14.6 Documentation evidencing the successful bidder's payment of City business tax and registration tax for a business license, as required by the Contract Documents;
- 14.7 A copy of the successful bidder's California contractor's license(s), showing the classification(s) required by the Contract Documents; and
- 14.8 Identification of the successful bidder's on-site superintendent for the Project, as required by the Contract Documents.
15. **Statement of Responsibility.** Each sealed Bid Proposal must include the bidder's Statement of Responsibility using the form provided with the Contract Documents. The Statement of Responsibility must be completed and signed, including all required attachments, providing satisfactory evidence that shows the bidder's financial resources, the bidder's experience in the type of work being required by City, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's qualifications to perform the Contract. City may consider such evidence before making its decision to award the proposed Contract. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder that submits a Statement of Responsibility which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.
16. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within ten days following City's issuance of the Notice of Award. Each Subcontractor must also obtain a City business license before performing any Work.
17. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on the Project.
18. **Pre-Construction Conference.** City will schedule a mandatory pre-construction conference for the Project following City's issuance of the Notice of Award and Contract execution by the successful bidder. The successful bidder must attend and participate in the pre-construction conference, and provide all of the required information and documents for the conference as set forth in Section 2.2(E) of the General Conditions. City will issue a Notice to Proceed following the conference, identifying the commencement date for the Work and the Contract Time.
19. **Warranty Bond.** A warranty bond is required for this Project in the amount of 20% of the awarded Contract Price, and must be submitted with the payment and performance bonds as specified in Section 14.

END OF INSTRUCTIONS TO BIDDERS

CITY COUNCIL REFERENCE ONLY

Bid Proposal

Citywide Park Identification Sign Installation Project

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

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price (“Base Bid”): \$_____. Bidder will furnish all labor (including supervision), materials and equipment (whether or not permanent or actually incorporated into the Work), utilities for the Work (including water, sanitary facilities, electricity, fuel, light, heat, and telephone), tools, transportation, and services necessary to complete the Work for the amounts quoted in this Bid Proposal (including the costs of all applicable taxes, patent rights, royalties, licenses, and permits). **Any Work shown on the Plans or described in the Specifications without a specific bid item(s) in this Bid Proposal is hereby included within or made part of this Bid Proposal.**

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder specifically acknowledges receipt of the following addenda:

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

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

3.1 Examination of Contract Documents. Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code Section 1104.

3.2 Examination of Worksite and Local Conditions. Bidder has visited and examined the Worksite and is familiar with the local conditions at the Project location, including the weather, road access, vehicle routes, and surface and subsurface conditions. Bidder is also familiar with the availability of labor, materials, equipment, and utilities for the Project and has attended any mandatory bidders’ conference and any mandatory pre-bid Project site visit.

3.3 Bidder is Qualified. Bidder is fully qualified to perform the Work. Bidder has the expertise and financial capacity to perform all obligations required by the Contract Documents.

3.4 Contract Time. The time for completion of the Work for the Project as specified in the Notice Inviting Bids is reasonable and Bidder is ready and able to perform the Work within that timeframe.

3.5 Legal Compliance. Bidder is aware of and will comply with all applicable legal requirements for the Project, including all federal, California, local and City laws and regulations.

(A) Trenching of Five Feet or More. For the excavation of any trench of a depth of five feet or more, this Bid Proposal includes as a bid item the cost of adequate sheeting, shoring, bracing, sloping or other equivalent provisions to be made, including the costs of design for a detailed plan, for protection of life and limb from the hazard of caving ground during the excavation. Any such provisions will conform to applicable safety orders in accordance with California Labor Code Sections 6705 and 6707.

3.6 Responsibility for Bid. Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in the completed bid.

3.7 Iran Contracting Act. If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 *et seq.* (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

4. Award of Contract. By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, Bidder will provide all of the following to City within ten calendar days following City's issuance of the Notice of Award:

4.1 Signed Contract. Two duly signed counterpart originals of the Contract provided by City with the Notice of Award, using the form included in the Project contract documents ("Contract Documents");

4.2 Signing Authority. Documentation evidencing the authority of the individual(s) signing the Contract on behalf of Bidder;

4.3 Payment, Performance and Warranty Bonds. A payment bond and a performance bond for the Project, each for 100% of the maximum Contract Price as awarded, and a warranty bond, if required, for 20% of the maximum Contract Price as awarded, each executed by sureties licensed to do business in the State of California and using the applicable bond form included with the Contract Documents;

4.4 Insurance. The insurance certificates and endorsements evidencing Bidder's insurance coverage as required by the Contract Documents;

4.5 Business Tax and Registration Tax. Documentation evidencing Bidder's and all listed Subcontractors' payment of City business tax and registration tax for a business license, as required by the Contract Documents;

4.6 Contractor's License. A copy of Bidder's California contractor's license, showing the classification(s) required by the Contract Documents; and

4.7 On-Site Superintendent. Identification of Bidder's on-site superintendent for the Project, as required by the Contract Documents.

5. Bid Security. As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount (meaning the base bid plus all additive alternate prices, if any) in one of the following forms (check one):

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

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

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

_____	_____
	Name and Title
_____	_____
<i>[See Section 9 of Instructions to Bidders]</i>	Name and Title
_____	_____
Company Name	License #, Expiration Date, and Classification
_____	_____
Address	DIR Registration #
_____	_____
City, State, Zip	Phone
_____	_____
Contact Name	Contact Email

END OF BID PROPOSAL

CITY COUNCIL REFERENCE ONLY

CITY COUNCIL REFERENCE ONLY

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form. In case of a math error or ambiguity, the unit cost listed for any bid item will prevail over the extended total amount listed for that bid item. The grand total of all of the extended total amounts listed will also prevail over the Total Base Bid listed below.

LS = Lump Sum EA = Each LF = Linear Foot CY = Cubic Yard F = Final Pay
 SF = Square Feet LB = Pounds TON = Ton (2000 lbs) AL = Allowance S = Specialty Item

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization	1	LS	\$	\$
2	Project Progress Schedule	1	LS	\$	\$
3	Temporary Construction Fencing	3600	LF	\$	\$
4	Demolition Existing Wooden Sign	12	EA	\$	\$
5	Clearing, Grubbing & Sod Removal	1200	SF	\$	\$
6	Community Parks: City Standard Park Sign "B" with 120"x 25" Precast Concrete Graphic Panel and LED Up-Lighting	17	EA	\$	\$
7	Neighborhood Parks: City Standard Park Sign "B" -with 120"x 25" Precast Concrete Graphic Panel	24	EA	\$	\$
8	City Standard Park Sign "A" Cobblestone Veneer with 24"x24" Precast Concrete Graphic Panel	30	EA	\$	\$
9	Precast Concrete Pilaster Cap-Style "G"	112	EA	\$	\$
10	Cast in Place Concrete Paving w/ 4" CL2 AB	1000	SF	\$	\$
11	Electrical Wiring Connection	17	EA	\$	\$
12	Electrical Pull Box	34	EA	\$	\$
13	Electrical Conduit with wiring and trenching	1300	LF	\$	\$
14	LED In-Ground Uplight	34	EA	\$	\$
	TOTAL AMOUNT				\$

TOTAL BASE BID: Items 1 through 14 inclusive: \$ _____
 [Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.]

BIDDER NAME: _____

END OF BID SCHEDULE

CITY COUNCIL REFERENCE ONLY

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

Signature

Name

END OF NONCOLLUSION DECLARATION

Bid Bond

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

- 1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
- 2. **Submittals.** Within ten calendar days following issuance of the Notice of Award to Bidder, Bidder must submit the following to City:
 - 2.1 **Signed Contract.** Two duly signed counterpart originals of the Contract provided by City with the Notice of Award, using the form included in the Project contract documents (“Contract Documents”);
 - 2.2 **Evidence of Signing Authority.** Documentation evidencing the authority of the individual(s) signing the Contract on behalf of Bidder.
 - 2.3 **Payment, Performance and Warranty Bonds.** A payment bond and a performance bond for the Project, each for 100% of the maximum Contract Price as awarded, and a warranty bond, if required for 20% of the maximum Contract Price as awarded, each executed by a surety licensed to do business in the State of California and using the applicable bond forms included with the Contract Documents;
 - 2.4 **Insurance.** The insurance certificates and endorsements evidencing Bidder’s insurance coverage as required by the Contract Documents.
 - 2.5 **Business Tax and Registration Tax.** Documentation evidencing Bidder’s and all listed Subcontractors’ payment of City business tax and registration tax for a business license, as required by the Contract Documents.
 - 2.6 **Contractor’s License.** A copy of Bidder’s California contractor’s license, showing the classification(s) required by the Contract Documents.
 - 2.7 **On-Site Superintendent.** Identification of Bidder’s on-site superintendent for the Project, as required by the Contract Documents.
- 3. **Enforcement.** If Bidder fails to execute the Contract and submit to City all of the required documentation as required under Section 2 above, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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

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

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

SURETY: _____
Business name

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

BIDDER: _____
Business name

Signature

Name/Title

CITY COUNCIL REFERENCE ONLY

END OF BID BOND

Bidder's Statement of Responsibility

CITYWIDE PARK IDENTIFICATION SIGN IMPROVEMENTS PROJECT

The bidder must submit to City, with the Bid Proposal, a completed and signed Bidder's Statement of Responsibility. The bidder must use this form and include all required attachments and attaching clearly labeled additional sheets if needed. City may use the completed Statement of Responsibility to evaluate a bidder's qualifications for this Project. The Statement of Responsibility must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Statement of Responsibility may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: General Information

Bidder Business Name: _____ ("Bidder")

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

Address: _____

Phone: _____

Owner of Company: _____

Contact Person: _____

Email: _____

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

Part 2: Bidder Experience

1. How many years has Bidder been performing work as a contractor under its present business name? ____ years

1.1 If any of Bidder's experience listed in this Statement of Responsibility refers to work performed under a different business name(s), list on a separate sheet of paper the other name(s) and describe the relationship to Bidder's current business.

2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
____ Yes ____ No

3. Has Bidder ever been disqualified on grounds that it is not responsible?
____ Yes ____ No

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

- 7.14 Number and amount of stop notices or mechanic's liens filed
- 7.15 Amount of liquidated damages assessed against Bidder
- 7.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Bidder and the owner.

Part 3: Claim History

1. Provide information about Bidder's claims history as follows:

- 1.1 Has any claim been made against Bidder in the past five years which has resulted in arbitration or litigation? _____
- 1.2 Has Bidder made a claim(s) against any city or other client in the past five years which has resulted in arbitration or litigation? _____
- 1.3 If the answer was yes to Subsections 1.1 or 1.2 , describe each claim(s) using the format below:

Project name _____
 Claim amount _____
 Other party entity name _____
 Other party contact (name and current phone number) _____
 Description of the claim(s), using separate sheets of paper _____

Part 4: Surety History

1. Provide information about Bidder's surety history as follows:

- 1.1 Has Bidder ever failed to satisfactorily complete a construction contract? _____
- 1.2 Has a surety completed any portion of a Bidder construction contract within the last five years? _____
- 1.3 If the answer was yes to Subsections 1.1 or 1.2, provide explanation(s) using the format below:

Project name _____
 Surety name _____
 Surety contact (name and current phone number) _____
 Date surety took over the project _____
 Explanation(s), using separate sheets of paper _____

Part 5: Verification

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

Signature: _____ Date: _____

By: _____
Name and Title

On Behalf of (Legal Name of Bidder): _____

END OF BIDDER'S STATEMENT OF RESPONSIBILITY

CITY COUNCIL REFERENCE ONLY

Contract

This public works contract ("Contract") is entered into by and between the City of Fremont ("City") and _____ ("Contractor"), for work ("Work") on the **Citywide Park Identification Sign Improvement Project** ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform Work on the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract and Change Orders;
 - 2.6 Payment and Performance Bonds, and Warranty Bond;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Notice of Award;
 - 2.11 Notice to Proceed; and
 - 2.12 No other documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$_____ ("Contract Price"), in accordance with the payment provisions in the General Conditions. The Contract Price is fully inclusive of all direct and indirect costs for performing the Work in full compliance with the Contract Documents, including, but not limited to, the items specified in Section 1 of the Bid Proposal, compliance with all General Conditions and Special Conditions requirements, all Work encompassed by the Plans and Specifications, and all taxes, overhead, and profit.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within 120 "calendar days" from the commencement date given in the Notice to Proceed ("Contract Time"). Contractor must commence the Work no later than ten calendar days after the commencement date stated in the Notice to Proceed. By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$ 500 for each day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. Labor Code Compliance.

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

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

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

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

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

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

11. Notice. Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Name: City of Fremont
Address: 3300 Capitol Avenue
City/State/Zip: Fremont, California 94538
Phone: 510-494-4700
Attn: Khandan Bahmani, City Engineer
Email: KBahmani@fremont.gov
Copy to: Andrew Mayes, Landscape Architect II
Email: AMayes@fremont.gov

Contractor:

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

12. General Provisions.

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

[Signatures are on the following page.]

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

CITY OF FREMONT:

Approved as to form:

Signature

Signature

Name/Title

Name/Title

Date: _____

Date: _____

CONTRACTOR: _____
Business Name

Signature

Seal:

Name/Title

Date: _____

Second Signature (See Section 12.7)

Name/Title

Date: _____

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

END OF CONTRACT

Payment Bond

The City of Fremont ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the **Citywide Park Identification Sign Improvement Project** ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

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

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

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

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

SURETY: _____
Business Name

Signature

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

CONTRACTOR: _____
Business Name

Signature

Name/Title

Signature

Name/Title

APPROVED AS TO FORM:

Signature

Name/Title

END OF PAYMENT BOND

Performance Bond

The City of Fremont ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the **Citywide Park Identification Sign Improvement Project** ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, and Contractor has timely provided a warranty bond as required under the Contract, Surety's obligation under this Bond will become null and void upon the City's acceptance of the Project, excluding any exceptions to acceptance, if any. Otherwise Surety's obligations will remain in full force and effect until expiration of the one year warranty period under the Contract.
3. **Surety's Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City that Contractor is in default under Section 13.3 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in that Section 13.3 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

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

8. Law and Venue. This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Alameda County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

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

SURETY: _____
Business Name

Signature

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

CONTRACTOR: _____
Business Name

Signature

Name/Title

Signature

Name/Title

APPROVED AS TO FORM:

Signature

Name/Title

END OF PERFORMANCE BOND

Warranty Bond

The City of Fremont ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the **Citywide Park Identification Sign Improvement Project** ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in the maximum amount of 20% of the final Contract Price or as otherwise specified in the Contract Documents.
- 2. Warranty Period.** The Contract requires Contractor to guarantee its work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one year period commencing with City's acceptance of the Project ("Warranty Period"), and to promptly make repairs or reimburse the City for repairs as further specified in Article 11 of the Contract General Conditions.
- 3. Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and remedies at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to make such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 4. Waiver.** Surety waives the provisions of Civil Code Sections 2819 and 2845.
- 5. Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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

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

[Signatures are on the following page.]

SURETY: _____
Business Name

Signature

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

CONTRACTOR: _____
Business Name

Signature

Name/Title

Signature

Name/Title

APPROVED AS TO FORM:

Signature

Name/Title

CITY COUNCIL REFERENCE ONLY

END OF WARRANTY BOND

General Conditions

Article 1 - Definitions

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

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

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

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

City means the City of Fremont, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

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

City Standard Specifications means the current version of City's Standard Specifications in effect at the time bids were submitted.

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

Contract means the signed agreement between City and Contractor.

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

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

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

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

Day means a calendar day unless otherwise specified.

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

DIR means the California Department of Industrial Relations

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

Engineer means the City Engineer for City and his or her authorized delegates.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, that: (A) is not covered by Contract unit prices; (B) is not part of or incidental to the scope of the Work; (C) is substantially different from the Work as described in the Contract Documents at bid time; or (D) results from a substantially changed Project condition.

Field Order means written instructions from the Engineer that require or authorize minor changes in the Work that do not affect the Contract Price or Contract Time.

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

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

Furnish means to purchase and deliver for the Project.

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

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

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

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

Plans has the same meaning as Drawings.

Project means the public works project referenced in the Contract.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is

unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

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

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

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

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

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

Technical Specifications means Specifications.

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

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

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

Article 2 - Roles and Responsibilities

2.1 City.

(A) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor, in the form of Field Orders or otherwise, to ensure proper and timely completion of the Project.

(B) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Contract Documents. The Design Professional's decision(s) regarding interpretation of the Drawings or Specifications is final and conclusive.

2.2 Contractor.

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

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to the Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

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

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, also provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The on-site superintendent must be authorized to act on Contractor's behalf concerning the Project, with the authority to sign, send, and receive all notices contemplated or required by the Contract Documents and to direct the Work. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until the approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Pre-Construction Conference.** City will designate a date and time for the mandatory pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed. Contractor must submit a draft version of the baseline schedule required under Section 5.2, below, at least ten days before the scheduled date for the pre-construction conference, unless a shorter period is specified by the City. The draft baseline schedule must specify the time or number of days allocated for completion of each major item, rather than the specific dates. If the City provides comments on the draft baseline schedule before the pre-construction conference, Contractor must prepare responses to the City's comments for review at the pre-construction conference. At the pre-construction conference Contractor must also present City with the information or documents listed below for City's review and acceptance before the Work commences. Failure to timely comply with any of these pre-construction submittal requirements may operate to delay issuance of the Notice to Proceed and commencement of the Work. Contractor is solely responsible for any resulting delay damages caused by its failure to comply with this provision.

- (1) Qualifications of the proposed on-site superintendent for the Project and his or her 24-hour complete contact information, including email address and telephone numbers during regular hours and after hours;

- (2) List of all other key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- (3) Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- (4) If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- (5) Responses to City comments on the draft baseline schedule for the Work, and if required in the Special Conditions, proof of order and estimated delivery dates for any long lead time items;
- (6) Breakdown of lump sum bid items, and cost distribution schedule of prices (schedule of values), to be used for determining the value of Work completed for future progress payments to Contractor;
- (7) Schedule with a list of Contractor's Project submittals that require City review, and list of the proposed material suppliers;
- (8) Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- (9) Videotape and photographs recording the conditions throughout the Project site before any Work begins, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
- (10) Contractor's safety program and identification of Contractor's safety officer for the Project;
- (11) Copies of the required documentation for each Subcontractor, including a copy of the contract between Contractor and each Subcontractor and the Subcontractor's California contractor's license and identification of its authorized representative for the Project;
- (12) If requested by City, Contractor's cash flow projections; and
- (13) Any other documents or information specified in the Special Conditions or Notice of Award.

(F) **Standards; Compliance.** Contractor must, at all times, ensure that the Work is performed in an efficient skillful manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits, including City's municipal code, rules, and regulations, and any orders of the administrative or judicial bodies with jurisdiction over the Work.

(G) **Progress Meetings.** Contractor, and the Subcontractors requested by City, must attend regular Project progress meetings with City that City will schedule;

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

Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor of Contractor who has proven during the course of the Work to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in workmanship, materials, parts, or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Drawings, Specifications and every other Contract Document, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. City may elect to retain defective Work and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records. Project records subject to this provision include: records relating to preparation of Contractor's bid; Project cost and accounting records; Project employment records; a record copy of the Contract Documents, including the Project Plans and Specifications, Addenda, Change Orders, RFIs and RFI responses, Field Orders, and approved Shop Drawings; contracts with Contractor's suppliers and Subcontractors for the Project; and all notes, daily logs and memoranda relating to the Work.

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

(2) Contractor must continue to maintain its Project records in an organized manner, according to generally accepted accounting principles, for a period of four years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours. Contractor must also provide copies of the Project records to City upon request.

(K) **Copies of Project Documents Onsite.** Contractor and its Subcontractors must keep copies, at the Project site, of the Work-related documents, including the Contract, Drawings, Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Field Orders, approved Shop Drawings, and any related written interpretations. The Contract Documents, as-built drawings, and all Worksite copies must be available to City for reference at all times.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate workforce. Each Subcontractor must obtain a City business license before performing any Work. Each Subcontractor must also pay City business tax and registration tax for a business license, under Fremont Municipal Code Chapter 5.05, before performing any Work.

(B) **Contractual Obligations.** Contractor must include a provision in each of its subcontracts that incorporates by reference, and requires the Subcontractor to be bound to and comply with, the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, and to likewise bind their own subcontractors or suppliers. Such provisions to be incorporated by reference specifically include, but are not limited to, the following obligations of Contractor under the Contract Documents: indemnification of City; City business tax and registration tax compliance; insurance coverage; and compliance with nondiscrimination and all other applicable laws. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

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

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

2.4 Coordination of Work.

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

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

2.5 Submittals.

Unless otherwise specified, Contractor must submit the following to the Project Manager for review: all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, and any other submittals

requested by the Project Manager. Unless otherwise specified, all submittals, including Requests for Information, are subject to the provisions of this Section.

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

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current approved schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project. For planning purposes, Contractor should assume at least 14 days for City review of each submittal or batch of submittals, and a longer time period for complex submittals or for large batches of submittals.

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

(D) **Required Corrections.** If City notes exceptions and requires corrections for any submittal, Contractor must promptly make and submit the required corrections to City in full conformance with the requirements of this Section.

(E) **Effect of Review and Acknowledgement by City.** City's review and acknowledgement of a submittal that results in no exceptions taken by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review and acknowledgement of a submittal by City with no exceptions taken is not an assumption of risk or liability by City.

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

(G) **Excessive RFIs.** A Request for Information will be considered excessive or unnecessary if City determines that the explanation or response to the Request for Information is clearly and unambiguously discernable from the Contract Documents or in any Field Order that City has issued. City's costs to review and respond to excessive or unnecessary Requests for Information may be deducted from payments otherwise due to Contractor.

(H) **Additional Requirements for Submittals.** Any additional requirements for submittals may be included in the Special Conditions or Specifications.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to show all necessary details. Unless otherwise specified by City, three copies must be provided to the Engineer for review at least 30 days before the Work will be performed. If City notes exceptions or requires changes, three copies of the corrected Shop Drawings must be resubmitted to the Engineer for review. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are reviewed by City. Contractor is responsible for any errors or omissions

in the Shop Drawings, shop fits and field corrections, any deviations from the Contract Documents, and for the results obtained by the use of Shop Drawings. Review of Shop Drawings by the Engineer does not relieve Contractor of Contractor's responsibility.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Drawings and Specifications.** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Drawings and Specifications, the Specifications will control. Any arrangement or division of the Drawings and Specifications in sections is for convenience and is not to limit the Work required by separate trades. A conclusion presented in Drawings or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusion. Subject to the limitations of Public Contract Code Section 1104, it is Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including under the Drawings or Specifications, Contractor must immediately submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The Request for Information must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. City will not extend the Contract Time due to Contractor's failure to submit a timely Request for Information to the Engineer.

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

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

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

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

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

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

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

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

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

- (1) Any reference to the "Engineer" is deemed to mean the City Engineer.
- (2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions, or any portions thereof, are expressly included in the Contract Documents under Section 2 of the Contract.
- (3) Any reference to the "Department" or "State" is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or incorporated into or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record

drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is For Reference Only.

- 3.5 Current Versions.** Unless otherwise specified by City, any reference to the City Standard Specifications, Standard Plans and Standard Details, technical specifications, or any City or California codes or regulations means the latest specification, code or regulation in effect at the time that bids were due.

Article 4 - Bonds, Indemnity, and Insurance

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included with the Contract Documents.

(A) **Surety.** Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor may be required provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, including its elected officials, officers, agents, employees, consultants and volunteers (individually, an "Indemnitee," and collectively the "Indemnitees"), from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, including its officers, agents, representatives, employees, Subcontractors and suppliers, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code Section 9201. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

- 4.3 Insurance.** No later than ten days following issuance of the Notice of Award, and before commencing any Work, Contractor must, at its sole expense, procure the insurance coverage required by this Section and provide acceptable proof of the coverage to the satisfaction of City's Risk Manager. Proof of coverage must be evidenced within the body of the insurance policies or in the form of certificates and endorsements as described below. The required insurance must cover Contractor, including its officers, agents, representatives, employees, Subcontractors and suppliers, for claims now and in the future that may relate to or arise from the performance of the Work. The insurance must

remain in full force and effect throughout the duration of the Contract. The insurance must be issued by companies licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. Contractor's procurement of the required insurance will not be construed to relieve Contractor of any performance obligations, to limit Contractor's liability, or to fulfill Contractor's indemnification obligations under the Contract. Contractor may carry any additional insurance it deems necessary or prudent, at its sole expense.

(A) **Insurance Coverage and Limits.** Any available insurance proceeds related to this Contract that are broader than or in excess of the specified minimum insurance coverage requirements or limits for Contractor must be made available to the additional insureds under this Contract. The requirements for Contractor's coverage and limits are: (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insureds, whichever is greater. The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary and non-contributory basis for the benefit of City, before City's own insurance or self-insurance will be called upon to protect it as a named insured.

(B) **Minimum Scope of Insurance.** Contractor must procure and maintain all of the following insurance coverage for this Contract, unless otherwise specified in the Special Conditions:

- (1) Insurance Services Office Commercial General Liability ("CGL") insurance that includes:
 - a) Blanket contractual liability coverage;
 - b) Contractor's protected coverage;
 - c) Broad form property coverage;
 - d) Personal injury coverage;
 - e) Completed operations coverage; and
- (2) Insurance Services Office Automobile Liability insurance, Code 1 (any auto).
- (3) Builder's Risk insurance.
- (4) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- (5) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.
- (6) Any other insurance coverage City may require in the Special Conditions.

(C) **Minimum Limits of Insurance.** Contractor must maintain coverage limits of at least the following for this Contract, unless otherwise specified in the Special Conditions:

- (1) CGL insurance: Issued on an occurrence basis, with \$2,000,000 per occurrence for bodily injury, personal injury and property damage and \$4,000,000 general aggregate. If CGL insurance or other form with a general

aggregate liability is used, either the general aggregate limit must apply separately to this Contract or the general aggregate limit must be twice the required occurrence limit.

- (2) Automobile Liability insurance: \$1,000,000 per accident for bodily injury, death and property damage. For owned, loaned, hired and non-owned autos.
- (3) Builder's Risk insurance: Issued on an occurrence basis, with all-risk coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.
- (4) Employer's Liability insurance:
 - a) Bodily Injury by Accident - \$1,000,000 each accident;
 - b) Bodily Injury by Disease - \$1,000,000 policy limit; and
 - c) Bodily Injury by Disease - \$1,000,000 each employee.
- (5) Any other limits City may require in the Special Conditions.

(D) **Deductibles and Self-Insured Retentions.**

- (1) Any deductible or self-insured retention (SIR) applicable to Contractor's insurance must be declared to and approved by City. At City's option, either:
 - a) the insurer must reduce or eliminate such deductible or SIR with respect to City, including its elected officials, officers, agents, employees, consultants, volunteers and Design Professional; or
 - b) Contractor must procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- (2) Policies containing any SIR provision must provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City.
- (3) City reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right will not constitute a waiver of the right to exercise it later.

(E) **Endorsements.** The required CGL, automobile liability and builder's risk insurance policies must contain, or be endorsed to contain, the following provisions:

- (1) City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional, are covered as additional insureds as respects: any alleged liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; any automobiles owned, leased, hired or borrowed by Contractor. The coverage will contain no special limitations on the scope of protection afforded to City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional.
- (2) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional.

- (3) The insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.
- (4) The policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(F) **Insurance Certificates and Endorsements.** Contractor must furnish properly executed certificates of insurance from insurance companies acceptable to City, with signed copies of the specified endorsements for each policy as required in Subsection M below. Such documentation must clearly evidence all coverages as required above, including specific evidence of separate endorsements naming City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional as additional insureds as also required above. The certificates must also provide that such insurance will not be materially changed, terminated or allowed to expire except after 30 days prior written notice thereof has been filed with the City Clerk by certified mail, return receipt requested, unless the change or termination is due to non-payment of premiums, in which case ten days prior written notice thereof must be filed with the City Clerk.

(G) **Completed Operations.** Contractor must maintain the required insurance coverage to the fullest amount allowed by law and must maintain the insurance for a minimum of five years following Final Completion of the Project. In the event Contractor fails to obtain or maintain completed operations coverage as required herein, City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

(H) **Cross-Liability.** The CGL policy must include a cross-liability or severability of interest endorsement.

(I) **Failure to Maintain Insurance Coverage.** Contractor's failure, for any reason, to maintain the required insurance coverage will be deemed a material breach of this Contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from such breach. Alternatively, City may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by City for the insurance.

(J) **Primary and Non-Contributory.** Contractor's insurance coverage under this Contract will be primary insurance as respects City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional. Any insurance or self-insurance maintained by City, its elected officials, officers, agents, employees, consultants, volunteers or Design Professional, will be excess of Contractor's insurance and will not contribute with it. The additional insured coverage under Contractor's policies will be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and will be at least as broad as CG 20 01 04 13.

(K) **Subcontractors.** Contractor must require all Subcontractors to maintain the same levels of insurance and provide the same indemnity that Contractor is required to provide under this Contract, including the requirements related to the additional insureds and waivers of subrogation.. Contractor must require each Subcontractor to provide evidence of the required insurance and endorsements prior to the Subcontractor's commencement of any Work. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

(L) **Subrogation Waiver.** Contractor agrees to waive subrogation rights against City, regardless of the applicability of any insurance proceeds, and to require all Subcontractors or others involved in any way with the Work to do likewise. Each required insurance policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional.

(M) **Verification of Coverage.** Contractor must furnish City with original endorsements effecting coverage required by this Section 4.3. The endorsements must be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements must be received and approved by City's Risk Manager before the Work commences. Contractor must provide substitute insurance coverage, and written proof of the substitute insurance coverage, to City, in the form of policies, certificates and endorsements acceptable to City's Risk Manager, no later than 30 days prior to the expiration date of any insurance policy required under this Contract.

4.4 Warranty Bond. If required for this Project, within ten days following issuance of the notice of award, Contractor must submit a warranty bond, using the form included with the Contract Documents, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for 20% of the awarded Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City.

Article 5 - Contract Time

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

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

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

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

(A) **Baseline (As-Planned) Schedule.** Within three calendar days following City's issuance of the Notice to Award (or as otherwise specified in the Special Conditions), Contractor must submit to City for review a final baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully

complete the Work within the Contract Time. The final baseline schedule must be based on the draft baseline schedule submitted for the pre-construction conference pursuant to Section 2.2, above, and must incorporate City comments as directed during the pre-construction conference. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, the activity's dependence on completion of other activities, and the duration of the activity.

- (1) *Specialized Materials Ordering.* The baseline schedule must include ordering and estimated delivery dates for specialized materials or items that are not readily available from suppliers.
- (2) *Long Lead Time Items.* The baseline schedule must include realistic estimates of the lead time required for ordering items that require a long lead time, such as items that must be specially fabricated or are subject to special handling or shipping.

(B) **City's Review of Schedules.** City will review and may note or take exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions taken in a schedule and must, within seven days, correct the schedule to address them.

(C) **Progress Schedules.** After City reviews a final baseline schedule on which no exceptions are taken, Contractor must submit to City an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

- (1) *Float.* The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and not to Contractor.
- (2) *Failure to Submit Schedule.* Reliable, up-to-date schedules are essential to timely, efficient and cost-effective administration of the Project. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has taken no further exceptions.

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

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

(F) **Posting.** Contractor must at all times prominently post in its on-site office a copy of the most current progress or recovery schedule that has no exceptions taken by City.

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

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, from 7:30 a.m. until 4:00 p.m., except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

(I) **Additional Requirements for Work Schedules.** Any additional requirements for Work schedules may be included in the Special Conditions or Specifications.

5.3 Delay and Extensions of Contract Time.

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

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

- (1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;

- (3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for the timely performance and completion of the Work;
- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents or other information provided or available to Contractor; or
- (5) Contractor's financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(C) **Compensable Delay.** Pursuant to Public Contract Code Section 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay, or that does not affect the time for Final Completion, based on the critical path in the baseline schedule.

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

(E) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

- (1) **Required Contents.** The request must include a detailed description of the cause(s) of the delay, and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.
- (2) **Delay Days and Costs.** The request must specify the number of days of Excusable Delay claimed, or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed, or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting

documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of calendar days, if any, by which an Excusable Delay or a Compensable Delay exceeds a concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs for Compensable Delay, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

- (3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.
- (4) *Burden of Proof.* Contractor has the burden of proving that: (a) the delay was an Excusable or Compensable Delay, as defined above; (b) Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; (c) the delay will unavoidably result in delaying Final Completion; and (d) any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.
- (5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code Section 7102.
- (6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.
- (7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the Dispute Resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code Section 7203, if Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

- (A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.
- (B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.
- (C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated

damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

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

(E) **No Limitation on Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of default or damage, including damage to property or persons, or for defective materials or workmanship. This provision for liquidated damages will not apply to the Contract or limit City in any way if Contractor abandons the Work. In such event, Contractor will be liable to City for all losses incurred.

Article 6 - Contract Modification

6.1 **Contract Modification and Changes in Work.** Modifications to the Contract are valid and legally binding only if, duly authorized by a written and signed Field Order or Change Order. City may also make changes in the Work without invalidating the Contract. City may direct changes in the Work, which may include Extra Work as set forth in Subsection (B) below. Any change in the Work, whether directed by City or pursuant to Contractor's request for a Change Order under Section 6.2 below, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation pursuant to Public Contract Code Section 7101 based on cost reduction changes or "value engineering," unless otherwise specified in the Special Conditions, or unless expressly authorized in advance in writing by City.

(A) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. In the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(B) **Extra Work.** Contractor must promptly perform any Extra Work authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on the adjustments to the Contract Price or Contract Time for such work. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. Contractor must also provide City with

summary report(s) of the Extra Work performed and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs. The Engineer will make any adjustments to Contractor's Extra Work report(s) based on the Engineer's records of the Work. When an Extra Work report(s) is agreed on and signed by both City and Contractor, the report(s) will become the basis for payment under a duly authorized and signed Change Order.

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

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

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

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

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

(D) **Required Form.** Contractor must use City's form(s), or a format(s) approved by City, for submitting all Change Order requests or proposals, unless otherwise specified by City during the pre-construction conference.

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

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

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

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or schedule of values, will apply if unit pricing has previously been provided in Contractor's accepted bid schedule or schedule of values for the affected Work. No additional markup for overhead or profit or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon lump sum, with no additional markup for overhead, profit or other indirect costs.

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

- (1) All direct labor costs, plus 15 percent markup;
- (2) All direct material costs, including sales tax, plus 15 percent markup;
- (3) All direct plant and equipment rental costs, plus 15 percent markup; and
- (4) All direct subcontract costs, plus 15 percent markup for the first \$2,000 in such costs and five percent markup for all subcontract costs in excess of \$2,000.

(D) **Markup.** Markup is deemed to include all indirect costs, including overhead and profit. Any additional bond or insurance premium costs will be considered to be included in the amounts charged to City as set forth above.

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

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

6.6 Value Engineering. Unless otherwise specified in the Special Conditions, this Contract does not provide for payment of extra compensation to the Contractor for cost reductions resulting from a proposal submitted by the Contractor, and Contractor will not be entitled additional compensation for value engineering pursuant to Public Contract Code Section 7101.

Article 7 - General Construction Provisions

7.1 Permits and Taxes.

(A) **General.** With the exception of City building permit fees, Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license. Contractor and all Subcontractors must pay City business tax and registration tax for the business license under Fremont Municipal Code Chapter 5.05. Contractor must cooperate with and provide notifications to all government agencies with

jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work. Contractor will be solely responsible for finalizing and closing out all permits for the Project issued by City's building department and all other government agencies with jurisdiction over the Project.

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

7.2 Temporary Facilities. Except as otherwise specified in the Special Conditions, and in addition to any requirements in the Specifications pertaining to temporary facilities, Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for material and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The locations of all temporary facilities must be approved by the City prior to installation.

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

(B) **Screening.** Contractor must fence and screen the Project site and staging area, and its operation must minimize inconvenience to neighboring properties.

(C) **Utilities.** Contractor must install and maintain the light, power, water and all other utilities required for the Project site, including the piping, wiring, lamps and related equipment necessary to perform the Work.

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

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

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

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

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the

space. Before occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability.

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

7.5 Worksite and Nearby Property Protections.

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

- (1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work, the Project site, City's real or personal property, and the real or personal property of adjacent or nearby property owners.
- (2) Public wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.
- (3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

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

(C) **Reporting Damage.** If any death, personal injury or property damage occurs in connection with the performance of the Work or otherwise in relation to the Project or the Contract, Contractor must immediately notify City. Contractor must first notify the Project Manager and the City Risk Manager's office by telephone and then promptly submit to the Project Manager and City Risk Manager a written report, in a form acceptable to City, with the following information: (1) a detailed description of the damage or injury, including the location, the circumstances, and the name and address of any injured or deceased person(s) and any affected property owner(s); (2) the name and address of any witnesses to the incident; and (3) the name and address of Contractor's insurance company representatives.

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

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

(F) **Post-Construction Restoration.** Contractor must ensure, as part of the Work, that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements.

(G) **Additional Requirements.** Any additional requirements for protecting the Work, the Project site and the adjacent or nearby property may be included in the Special Conditions or Specifications.

7.6 Materials and Equipment.

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

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

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required, including payment of any royalties or license fees, for the use for or incorporation into the Work of an invention, design, product, material, equipment, device, or process that is patented, copyright-protected, or subject to advance licensure for use. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

(D) **Certificate of Compliance.** When a Certificate of Compliance is specified or for any material produced outside of the United States, Contractor must submit a Certificate of Compliance before incorporating that material into the Project. The Certificate of Compliance must be in a form acceptable to the Engineer, identifying the material and its source, and the lot. The Certificate of Compliance must be signed by the material producer stating that the material fully complies with the applicable requirements of the specifications. Submission of a Certificate of Compliance will not limit Contractor's continuing obligation to use only materials that conform with the requirements of the Contract Documents.

7.7 Substitutions.

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

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

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

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

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City with no increase in Contract Price or Contract Time.

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

(G) **Additional Requirements for Substitutions.** Any additional requirements for substitutions may be included in the Special Conditions or Specifications.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, provide City with safe access to the Worksite and make all portions of the Work available for inspection.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than two Working Days before any inspection or testing, and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond specified Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing.

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

- (1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
- (2) Contractor will be responsible for inspection costs, at City's established rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.
- (3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs. If the Engineer requests to see a covered or concealed portion of the Work that was not subject to such testing or inspection, Contractor must promptly uncover the Work but may also submit a request for a Change Order for the cost of uncovering and then re-covering that portion of the Work. However, if the uncovered Work does not conform to the Contract Documents, Contractor must pay all such costs and will not be entitled to any adjustment to the Contract Time or Contract Price.
- (4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.
- (5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of

the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by City.

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

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

(G) **Additional Requirements for Testing and Inspection.** Any additional requirements for inspection and testing may be included in the Special Conditions or Specifications.

7.9 Worksite Maintenance and Operation. Contractor must at all times, on a 24 hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean and neat condition and in compliance with all regulatory requirements for air quality and dust control. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any applicable law, regulation or rule.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If the Engineer determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Worksite and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials. Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

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

(2) If the Contract Documents include the Caltrans Standard Specifications, Contractor must comply with the Caltrans requirements for disposal of material outside of the highway right of way.

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

(E) **Completion.** At the completion of the Work, Contractor must remove from the Worksite all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Worksite, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas, leaving those areas in the condition originally found or better.

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

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

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

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

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

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

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

7.12 Existing Utilities. As required by Government Code Section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility

facilities not indicated in the Drawings or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

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

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

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

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

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

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

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

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

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

engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

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

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

7.18 Historic or Archeological Items.

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

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

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

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

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

discharge of stormwater, including applicable municipal stormwater management programs.

- 7.20 Noise Control.** The noise level from Contractor's operations must not exceed 86 dBA at a distance of 50 feet at any time. In addition, Contractor must comply with all applicable noise control laws, ordinances, regulations and rules, including any noise mitigation requirements in an environmental document applicable to the Project, such as a mitigated negative declaration or environmental impact report. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

Article 8 - Payment

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

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods stipulated in the Contract Documents. For progress payments, compensation for unit-priced items will be based on the actual quantities installed during the preceding month, with the exception of items identified by City as a "Final Pay" items on the Bid Schedule, which will be paid for based solely on City's estimated quantities, except as provided in Section 8.8, on Final Payment.

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

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

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

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

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested, in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Amounts withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

- (A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work;
- (B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Worksite City may deduct an amount based on the estimated cost to repair or replace;
- (C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments;
- (D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct any amount based on the City's estimated cost to correct or complete the Work;
- (E) For any unreleased stop notice, City may withhold 125% of the amount claimed;
- (F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount equal to five percent of the total amount requested;
- (G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's estimated cost to prepare the as-builts;
- (H) For Work performed without City review of Shop Drawings, when review of Shop Drawings is required before proceeding with the Work, City may deduct any amount based on the estimated costs to correct unsatisfactory Work or diminution in value;
- (I) For fines assessed under the Labor Code, as required by law; or
- (J) For any other costs or charges that may be offset against payments due, as provided in the Contract Documents, including liquidated damages.

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

8.5 Retention. City will retain five percent of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

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

- (B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or Section 8.6, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(D) below, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete under Public Contract Code Section 7107(c).
- 8.6 Setoff.** City is entitled to set off any amounts due from Contractor against any payments due to Contractor. City's entitlement to setoff includes progress payments as well as Final Payment and unreleased retention.
- 8.7 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Worksite by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.
- (A) **Withholding for Stop Notice.** Pursuant to Civil Code Section 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.
- (B) **Joint Checks.** City reserves the right to issue joint checks made payable to Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by City. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.
- 8.8 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Adjustments to under-payment or over-payment in previous progress payments, including adjustments to payments for unit-priced items based on actual quantities, may be included in the calculation of Final Payment. However, compensation items for identified by City as a "Final Pay" item on the Bid Schedule (marked "F") will be based solely on the estimated quantities provided in the Bid Schedule. Only changes in quantities due to design changes will be measured and paid separately pursuant to a Change Order. The date of Final Payment is deemed to be effective on the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.
- 8.9 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts, in accordance with Civil Code Section 8120, *et seq.* Any disputed amounts may be specifically excluded from the release.
- 8.10 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable federal and California laws, including the California Fair Employment and Housing Act (Government Code Sections 12900 *et seq.*), Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

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

(B) **Penalty.** Under Labor Code Section 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.

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

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

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code Section 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Worksite.

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

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

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

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker,

or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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

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

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

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

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

Article 10 - Safety Provisions

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

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

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

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

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the

Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

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

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

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

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

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

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

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

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

within the specified time. Following the final inspection, City will charge Contractor for City's staff time and any other costs incurred for City's additional inspection(s) and review(s) of incomplete or unacceptable punch list Work.

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

(D) **Acceptance.** The Project will be considered accepted upon the date specified in the Engineer's written memorandum of acceptance. The City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list. With the exception of warranty work, City's acceptance, subject to any express exceptions, terminates Contractor's duty to perform the Work.

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

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of City's acceptance of the Project pursuant to Section 11.1(D) (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

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

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

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

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

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform to the Contract Documents at Contractor's sole expense. Contractor, or its surety, must reimburse City for its costs within 30 days following City's submission of a demand(s) for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to immediately correct the defective Work, including any associated overtime charges.

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

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

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

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

Article 12 - Dispute Resolution

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

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the

Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104 *et seq.*, which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

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

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Article 12, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

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

(1) General introduction, specifically identifying the submission as a "Claim" submitted under this Article 12.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City's rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

(a) The background of the issue, including references to relevant provisions of the Contract Documents;

(b) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

- (c) A chronology of relevant events;
- (d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and
- (e) Use of a separate page for each issue.

(4) Summary of issues and damages.

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

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 *et seq.*)."

(C) **Submission Deadlines.**

(1) A Claim must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

12.5 Mediation and Government Code Claims.

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

(B) **Government Code Claims.**

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

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

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

- 12.7 Arbitration.** It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Damages.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula may not be used for any recovery under the Contract.
- 12.9 Multiple Claims.** In the interest of efficiency, City, acting in its sole discretion, may elect to process multiple Claims concurrently, in which case the applicable procedures above will be based on the total amount of such Claims rather than the amount of each individual Claim. Any such election will not operate to change or waive any other requirements of this Article.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

- 13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City's satisfaction.
- (A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.
- (B) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.
- 13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work as directed by City. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience. However, the time for completing the Project will only be extended if the suspension causes or will cause delay in Final Completion.
- 13.3 Termination for Default.** Contractor may be deemed in default for any material breach of or inability to perform the Contract, including Contractor's: refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers; refusal or failure to correct rejected Work or replace or

repair any damage caused by Contractor, its agents, or Subcontractors; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; abandonment of the Work; or responsibility for any other material breach of the Contract requirements.

(A) **Notice of Default.** Upon City's determination that Contractor is in default, City may provide Contractor and its surety a written notice of default. The notice may, in City's sole discretion: provide an opportunity for Contractor to immediately cure the default; inform Contractor of City's intent to cure the default; or inform Contractor of City's intent to terminate the Contract as set forth below.

(B) **City's Right to Cure.** City may choose to cure the default through use of its own forces and charge Contractor for all resulting expenses. Such expenses may include charges for all City staff time spent and charges for any replacement contractor(s) engaged to cure the default, and any associated expenses such as for City administrative staff time, consultant fees and attorney's fees. Interest on all expenses will also be charged, in the amount of seven percent per annum from the date of payment for each expense. City may deduct all such expenses and costs from amounts otherwise payable to Contractor under the Contract.

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

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to, within seven calendar days from the date of City's notice of termination, arrange for completion of the Work in accordance with the Performance Bond, Contractor's surety will be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces. City may use City staff or hire a replacement contractor(s), or use any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional expenses and costs incurred by City to complete the Work following termination. Such expenses may include charges for all City staff time spent and charges for any replacement contractor(s) engaged to complete the Work, and any associated expenses such as for City administrative staff time, consultant fees, and attorney's fees. Interest on all expenses will also be charged, in the amount of seven percent per annum from the date of payment for each expense. In addition, City will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

(E) **Other Rights and Remedies.** No Contract termination by City, or other action City takes following such termination, will prejudice, limit or extinguish any other rights or remedies that will remain available to City by law or under the Contract Documents upon such termination. City may proceed against Contractor following Contract termination to recover all losses and costs City has suffered or incurred relating to Contractor's default.

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

13.4 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. Subject to City's directions in the notice, Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated. Contractor must also promptly cancel all existing subcontracts that relate to performance of the discontinued Work.

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

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

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

(3) *Markup.* Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

13.5 Effect of Any Contract Termination. Upon any termination pursuant to this Article, City may enter upon and take possession of the Project and the Work. City may also take possession of, for the sole purpose of completing the Work, all of Contractor's tools, equipment and appliances, and all materials on the Worksite or stored off the Worksite that will be incorporated in the Work. Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

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

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

- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.

END OF GENERAL CONDITIONS

CITY COUNCIL REFERENCE ONLY

Article 15

SECTION 01000

GENERAL REQUIREMENTS

1.01 INTENTION

Each section of these Special Provisions shall be considered to include everything necessary and reasonably incidental to the completion of the work of that section as shown and construction as specified on the plans or mentioned herein. These General Requirements and General Conditions of the Contract shall apply to each separate section of these Special Provisions and to each separate trade or contract.

The Work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles for the Project. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

1.02 CONTENTS WITHIN THIS SECTION

1. Intention
2. Contents Within this Section
3. Scope/Summary of Work
4. Drawing Notes
5. Beginning and Completion of Work
6. Order Of Work
7. Quality Assurance & Qualifications
8. Staging
9. Submittals
10. Project Location
11. Codes, Ordinances And Regulations
12. Permits, Fees And License
13. Layout Of Work/City Surveying
14. Verification Of Conditions
15. Cooperation
16. Work By Others
17. Install Project Identification & Signage
18. Maintaining Traffic & Traffic Control
19. Dust Control
20. Obstructions
21. Public Safety
22. Testing
23. Watering
24. Cutting And Patching
25. Temporary Construction Fencing
26. Contractor's Responsibility
27. Clean up
28. Project Close-Out
29. Measurement & Payment

1.03 SCOPE/SUMMARY OF WORK

For all work of this project, the Contractor shall furnish all labor, materials, tools, equipment, transportation, appliances and services required to completely execute the work as set forth on the plans and in these Special Provisions. The subdivision of these Special Provisions into sections is not intended to strictly set forth or limit the scope of any subcontractor and shall not relieve the Contractor of the responsibility for executing all work of the project as a whole. The Project is more specifically defined in the Notice to Bidders and Contract Documents.

1.04 DRAWING NOTES

Construction notes and specifications on the plans are supplemental to the Special Provisions and are made a part thereof. Figures shall take precedence over scaled measurements and details over the general plan. Report any dubious points to the Engineer before proceeding with the work.

1.05 BEGINNING AND COMPLETION OF THE WORK

In accordance with the provisions of the Contract Agreement, the Contractor shall begin the Work on the date specified in the written Notice to Proceed from the City, and shall complete all of the Work included in the Contract within the time specified in said Notice. Time stated for completion shall include final cleanup of the premises.

1.06 ORDER OF WORK

- A. Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.
- B. The Contractor shall submit a project progress schedule, best management practices (BMP), and have these items approved as part of the submittal process, before any temporary construction fencing may be placed on the site. These items are considered part of general construction, and encompassed within the entire 120 working days of the contract. Mobilization, project progress scheduling, storm water pollution prevention, and temporary construction fencing are deemed as first order of work items that must be complete, and in place, before all other phases of work can commence.
- C. After approval of the project progress schedule, BMP's, the Contractor may place temporary construction fencing. Work shall commence work within 10 days of installing any Temporary Construction Fence. Temporary construction fencing shall be considered as part of general construction, which is not specifically defined within phases of work but encompassed within the entire 120 working days of the contract. Temporary construction fencing is deemed as first order of work item that must be complete, and in place, before all other phases of work can commence. Failure to begin work within 10 days of placing temporary construction fencing shall be deemed breach of contract.
- D. Refer to Section 01510 "Mobilization" for additional information on mobilization, payment for mobilizing and temporary power.
- E. Refer to "Temporary Construction Fencing" found elsewhere in this section for additional information on acceptable fencing and payment.
- F. At least ten (10) working days prior to the beginning of work, The Contractor shall submit traffic handling plans for approval. Updated traffic handling plans as required should be submitted prior to each subsequent stage of traffic handling a

minimum of ten (10) working days prior to the beginning of work on that stage. Attention is directed to the “Maintaining Traffic” section of these special provisions.

G. At least five (5) working days prior to the beginning of work, the Contractor shall notify local authorities, including the City of Fremont Police Department of his intent to begin work. The Contractor shall cooperate with the Engineer relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles. The following contact information is provided for the Contractors information only. Contractor is responsible for contacting and coordinating with local authorities and agencies.

Fremont Police Department – Dispatch	(510) 790-6800
Fremont Fire Department – Dispatch	(925) 422-7594
Paramedic Plus	(510) 746-5772
U.S. Postal Service - Fremont Main Post Office	(510) 792-8655
A.C. Transit - Dispatch	(510) 891-4901
East Bay Para Transit	(510) 446-2008
Fremont Unified School District - Dispatch	(510) 657-1450x13147
BFI (Garbage Pickup) - Dispatch	(510) 249-5870 x3025
Tri-Cities Waste Management	(510) 624-5910

H. Property owners shall be provided access to their property at all times. Contractor shall provide all necessary measures and/or construct work in stages to allow access. Submittals - The Contractor’s attention is directed to Section 01300 “Submittals” of these Project Specifications and for additional information pertaining to the submittal requirements for this project.

I. The City reserves the right to require additional submittals from the Contractor, to be submitted at the pre-construction meeting, that are not specifically identified herein. If so requested, the Contractor shall provide the Engineer with six (6) copies of any additional submittals, or if directed, provide all submittal electronically, if they do not coincide with a physical product material.

J. The Contractor shall verify all existing conditions before commencing work. All discrepancies between the plans and actual field conditions shall be immediately reported to the Engineer, who shall determine if modifications to the work are necessary. The Contractor shall not modify the work without prior authorization from the Engineer. Any removal, repair, or replacement caused by the Contractor’s failure to recognize or report unsuitable conditions shall be performed by the Contractor at the Contractor’s sole cost and expense.

K. The Contractor shall commence construction of the project on the first chargeable work day as specified on the Notice to Proceed, which will be issued on the day of the preconstruction conference.

L. 24 Hour Contact Number - The Contractor shall assign a Project Superintendent who has the complete authority to make decisions on behalf of the Contractor. The Project Superintendent shall have the ability to speak, read and write in English. The Project Superintendent shall be on the job at all times during the construction and shall be available and on call 24 hours a day for the duration of the project. The Project Superintendent shall meet with the Engineer at least once per day while the project is actively under construction. Additionally, the Project Engineer shall attend all regularly

scheduled job progress meetings. The Contractor shall provide to the Engineer and the Fremont Police Department a 24-hour contact number for the Project Superintendent. This number shall not direct calls to a recorder or other message taking service. Advance Public Notification – Not less than two (2) weeks prior to beginning work, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants and other applicable parties listed above. Notices shall be delivered to individual tenants in apartment/condominium complexes affected by the work. Distribution of notices shall also include residents, businesses and tenants on adjacent streets to which access will be restricted due to construction activities. Notice shall be given for general construction activity to occur, as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their properties. Such notice shall include the expected date for the start of construction, a general description of the construction activities that will take place, expected duration, and the name, address, and contact number of the Contractor’s Project Superintendent and of the City’s Project Engineer. A follow up notice shall then also be distributed no later than three (3) days prior to the start of construction. The follow-up notice from the Contractor should include the specific streets and dates of when the paving work will be done, in accordance with the approved schedule. Copies of both notices shall be provided to the Engineer for approval five (5) working days prior to the initial distribution dates of each notice.

M. Full compensation for conforming to the provisions in this section “Order of Work,” not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved in all phases of work, and no additional compensation will be allowed therefore.

1.07 QUALITY ASSURANCE AND QUALIFICATIONS

Refer to the Department of Industrial Relations (DIR) requirements in the Notice to Bidders and elsewhere in these specifications. For bids submitted on or after March 1, 2015, and contracts entered into on or after April 1, 2015, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions under Labor Code Section 1771.1.

The General Contractor must have at least three (3) years experience in concrete formwork. The General Contractor is required to submit all references of projects completed in the past three (3) years, as described in the Bidders Statement of Responsibility.

If the low bid General Contractor does not meet these requirements described above, their bids will be rejected.

1.08 STAGING

The Contractor shall submit a plan to the City for review, delineating and describing how the Contractor intends to sequence, secure, stage and approach each site. At minimum, the staging plan should indicate ingress and egress, stabilized entrances, equipment and material storage and boxes, fencing, and any other relevant information pertinent to staging each site.

Refer to the plans for locations for the Contractor to stage operations. Refer to Sections 01040, 01510 and 01550 for further requirements and limitation on staging in these areas.

1.09 SUBMITTALS

Contractor should note that the submittal process shall begin after award, and prior to the beginning of the Contract Time. Also refer to Part 3 “Contract Time” of the “Agreement”, submittals shall begin upon issuance of award by the City Council.

The City WILL provide a written notice indicating the award and requesting for submittals to begin. It is the contractor’s responsibility to provide submittals as required, and described, in each section of the special provisions.

The intent of beginning the submittal process upon City Council award is to expedite this process and allow the Contractor the ability to begin the order and purchase of materials, especially for long lead-time items, in order to complete the contract work within the stated contract time.

Refer to Section 1300 “Submittals” for those required at the pre-construction meeting.

E. Contractor’s inability to provide the appropriate contract forms and submittals, as requested by the City shall result in the contractor being deemed non-responsive.

1.10 PROJECT LOCATIONS

Community Parks:

Sylvester Harvey Community Park, project is located on Grand Lake Drive and Lake Arrowhead Drive.

Karl Nordvik Community Park, project is located on Ardenwood Boulevard and Commerce Drive.

Northgate Community Park, project is located on Paseo Padre Parkway and Milton Street.

Los Cerritos Community Park, project is located on Nicolette Way and Alder Way.

Centerville Community Park, project is located on Country Drive and Hastings Drive.

Irvington Community Park, project is located on Blacow Drive and Greenpark Drive.

Old Mission Community Park, project is located on Paseo Padre Parkway and Camino Del Campo.

Niles Community Park, project is located on 3rd Street and School Street.

Mission San Jose Community Park, project is located on Mission Boulevard and Palm Avenue

Neighborhood Parks:

David Jones Neighborhood Park, project is located on Lowry Road.

Lowry Neighborhood Park, project is located on Great Salt Lake Drive.

Frank Fischer Neighborhood Park, project is located on Deep Creek Road and Maybird Circle.

Deep Creek Neighborhood Park, project is located on on Deep Creek Road and Macbeth Avenue.

Westridge Neighborhood Park, project is located between Fremont Boulevard and Perkins Street.

Azaveda Neighborhood Park, project is located on Royal Palm Drive.

Marshall Neighborhood Park, project is located between Curtis Street and Marrietta Drive.

Crandall Creek Neighborhood Park, project is located on Blackstone Way and Ferry Lane.

Blacow Neighborhood Park, project is located on Sundale Drive and Victoria Avenue.

Rix Neighborhood Park, project is located on everglades Drive and Seneca Park Drive.

Booster Neighborhood Park, project is located on McDuff Avenue and Gable Drive.

Lone Tree Neighborhood Park, project is located on Starlite Way and Turquoise Street.

Plomosa Neighborhood Park, project is located on Plomosa Way and Gamay Drive.

Agua Caliente Neighborhood Park, project is located on Paseo Padre Parkway and So. Grimmer Boulevard.

Buena Vista Neighborhood Park, project is located on Canyon Heights and Makintosh Street.

Gomes Neighborhood Park, project is located on Lemos Lane.

Rancho Arroyo Neighborhood Park, project is located on Montecito Drive.

Brookvale Neighborhood Park, project is located on Nicolette Way and Snake River Place.

1.11 CODES, ORDINANCES AND REGULATIONS

In all areas where work specified in these Special Provision and shown on the plans is not completely detailed or specific, the Contractor shall follow all applicable codes, ordinances, laws, and regulations required by the City of Fremont, County of Alameda and State of California.

Construction hours will be limited in accordance with 8-2205 of the Fremont Municipal Code, and notes to this affect shall be placed on all weather notice boards conspicuously placed adjacent to the most visible right of way for the duration of the construction activity as follows:

7:30 a.m. to 4:00 p.m., Monday through Friday

Work on holidays and Saturday, only if approved by the Engineer

No work will be allowed on Sunday.

Reference to “Standard Specification” shall mean the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, Caltrans.

California Code of Regulations, Title 24, current edition, also known as the California Building Code (CBC).

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

1.12 PERMITS, FEES AND LICENSE

All permits, fees and licenses must be obtained by the contractor prior to the City scheduling a pre-construction meeting.

Failure to secure and obtain the appropriate permits, fee, and licenses does not stop working days from being counted, nor will it be deemed fault of the City for allow the

Contractor to proceed with work that is subsequently delayed due to lack of the appropriate permits.

Full compensation for conforming to the provisions in this section “Permits, Fees and License,” not otherwise provided for by the City or other Utilities, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Utility Notifications: The Contractor shall notify all Utility Companies of their Work. Notice will give sufficient time for inspection and disconnect of the utilities by the by said Utility Companies.

Fees: All other fees related to the project and utilities governed by other Districts, shall be paid by the Contractor.

City of Fremont Business License: All other fees related to the project shall be paid by the Contractor. These fees shall include:

City of Fremont Business License

Contractor and all Sub-Contractor’s shall have and maintain a current City of Fremont business license, demonstrating evidence of valid workers compensation insurance and valid Contractor's license; and will have demonstrated payment of current business license fees to conduct business within the City of Fremont prior to the commencement of the work.

G. The Business Tax/License Dept. of the City of Fremont can be reached at 494-4790. Office hours are Monday through Friday 8 AM to 4 PM. The address is 39550 Liberty Street, at the corner of Liberty and Kearney. If you have questions about what types of businesses are allowed in residential or commercial locations, please contact the City of Fremont Planning Division at 510-494-4440. The City of Fremont uses the term *business tax* instead of *business license*. If you are a business located outside of Fremont and you will be physically coming into Fremont to conduct business, completion of an [Out-of-Town Business Tax Application Form](#) is required by the City of Fremont. Applications are available at the Development Services Center at 39550 Liberty Street at the corner of Liberty and Kearney Streets, one block from Stevenson Blvd. Office hours are Monday through Friday, 8 AM to 4PM. Applications can also be downloaded from: <http://www.ci.fremont.ca.us/business/outoftown.html> Most out-of-town businesses performing services or selling within Fremont pay a \$30 or \$60 fee for a one-year Business Tax. If you are a contractor from outside of Fremont, registration for business tax is available either on a quarterly or annual basis. The fee for one quarter is \$40 plus ten cents for each \$1000 of gross receipts on the Fremont job. The fee for one year is \$125 plus ten cents for each \$1000 gross receipts. Business Tax applications can be faxed to you if you contact our office at 510-494-4790. If you come to our office in person, it's possible to obtain the necessary permits and pay for them at the same time as registering for Business Tax. For information on building permits, contact Building & Safety at 510-494-4460. Including your fax number on paperwork submitted will allow us to send information to you as needed. If your business will be using a Post Office Box to receive mail, you must also provide the physical address where your business will operate. The contractor shall pay all charges of gas, electric, and telephone utilities for temporary connections, disconnections and service to the work.

The contractor shall pay all charges of water, sewage and drainage for temporary services and connection/disconnection charges to the work. The City will pay for all permanent service charges for electrical, water, sewer and storm drainage.

Contractor shall refer to Section 01040 "Project Coordination" and Section 01400 "Testing and Inspections" for further information regarding the contractors responsibilities for coordinating all necessary inspections for the various permits.

1.13 LAYOUT OF WORK/CITY SURVEYING

A. It shall be the responsibility of the Contractor to layout sign locations per plans. Contractor shall contact the Engineer or Project Landscape Architect if any questions arise regarding sign alignment or orientation.

B. The Contractor shall use chalk-based paint for any markings in the public right-of-way. The Contractor shall be responsible for replacing said work by the City that is lost or damaged during the course of construction at no cost to the City.

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

1.14 VERIFICATION OF CONDITIONS

A. The Contractor shall verify all existing conditions before commencing work. All discrepancies between the plans and actual field conditions shall be immediately reported to the Engineer who shall determine if modifications in the work are necessary. The Contractor shall not modify the work without prior authorization from the Project Landscape Architect.

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

1.15 COOPERATION

A. Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

B. The work shall be conducted under the general observation of the Engineer and shall be subject to inspection by the City of their representatives to assure strict compliance with the requirements of the Contract Documents, and all applicable building codes and other regulations. The authorized representative of the Engineer on the project site shall be those representatives or consultants designated by the Engineer to act of behalf of the City. One or more Inspectors shall periodically review the Contractor's work as the project progresses to verify conformance with the Contract Documents. The presence of the Inspectors, however, shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with all requirements of the Contract Documents and applicable building codes or other regulations. Compliance is distinctly a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Inspector(s).

C. All materials and articles furnished by the Contractor shall be subject to exhaustive inspection, and no material or articles shall be used in the work until it has been inspected and accepted by the Engineer.

D. The Contractor shall be responsible for the coordination of all the work and the coordination of the work of the subcontractors. The Contractor shall not delegate coordination to any subcontractor. The Contractor's on-site supervisory person shall be present and represent the Contractor whenever a meeting is held that involves any interface between the City and any subcontractors or suppliers. The Contractor shall resolve differences or disputes between subcontractors concerning coordination, interfaces, or extent or work.

E. The Contractor shall coordinate all inspections governed by permits obtained in conjunction with the work. The Contractor shall schedule all inspections with adequate advance notice, and in accordance with the requirements of the permit issuer, to assure no delays while waiting for an inspector to review the work before proceeding.

F. It shall be the responsibility of the Contractor to coordinate all necessary utility work with the appropriate utility company. The request for work to be done by the utility company affected shall be made in sufficient time so that the utility company may perform their work in time to prevent delays to the project schedule. The Contractor shall notify ACWD no less than 15 calendar days before the date ACWD's facilities should be adjusted, if required.

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

1.16 WORK BY OTHERS

Interference With Work on Utilities: The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

Concurrent Work by Other Contractors: Refer to Section 01040 "Project Coordination".

1.17 MAINTAINING TRAFFIC AND TRAFFIC CONTROL

A traffic control system shall consist of closing traffic lanes and road in accordance with provisions found in these Special Provisions, the provisions of Section 12, "Construction Area Traffic Control Devices" of the Caltrans Standard Specifications.

The Contractor's attention is directed to the Section 1.20 herein entitled "Public Safety" found elsewhere in these specifications. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

The Contractor shall maintain a safe workplace throughout the job including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian and bicycle passage through the work zones, and maintenance of handicap access where applicable

All signs and other warning devices shall be furnished, installed, maintained, relocated, and removed by the Contractor and shall become his property after the completion of the contract. Section 12-2.02 of the Standard Specification is revised to provide that all flagmen and guards shall be furnished by the Contractor at his expense. The Contractor shall refer to the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways" and the "Uniform Sign Chart," issued by the State of California, Department of Transportation, and shall furnish, erect, maintain, and remove all necessary signs and devices during the length of this contract.

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

All excess and unsuitable material resulting from the Contractor's operation shall be removed as it develops and before the end of each working day.

All hauling on City streets shall be on adopted truck routes. See Truck Routes Plan (Appendix A) found at the end of these Special Provisions. The Contractor should contact the Engineer for approved haul routes for all material entering or leaving the site. The provisions in this section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modifications or alterations shall not be adopted until approved in writing by the Engineer.

Full compensation for conforming to the provisions in this section "Maintaining Traffic," not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor. The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

Safe pedestrian and bicycle accommodations shall be maintained by the Contractor at all times during construction. Appropriate warning signs designed for bicyclists shall be used by the Contractor, as necessary, so bicyclists can safely traverse the construction zone, or the Contractor shall divert pedestrian and bicycle traffic with directional signage directing them through a detour. Refer to "Public Safety" elsewhere herein.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Measurement and Payment

Full compensation for conforming to the provisions in this section "Traffic Control" shall include full compensation for furnishing all labor (including flagging costs), materials (including signs, barricades, temporary railing, cones, channelizers, temporary traffic stripes, temporary markers, and temporary pavement markings), tools, equipment and incidentals for doing all the work, complete in place as shown on the plans, as required by these special provisions, and as directed by the Engineer, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

1.18 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the State Standard Specifications and these Special Provisions.

The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the City.

All necessary precautions, including watering, shall be taken to control air-borne dust to within reasonable limits. If serious problems and/or complaints arise due to air-borne dust, and when directed by the Project Engineer, or Project Inspector, operations causing such problems shall be temporarily discontinued.

The third paragraph of Section 10-1.01, "Description," of the Standard Specifications is amended to read: It is understood that the provisions in Section 10, "Dust Control," will not prevent the Contractor from applying water or dust palliative for his convenience if he so desires; however, the Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience due to the current need to conserve water. Failure of the Contractor to remove the dust nuisance within two (2) hours after notification by the Engineer shall result in the City ordering that work be done by others and all costs therefore shall be deducted from monies owed or to be owed the Contractor. Full compensation for "Dust Control" will be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor. No separate payment will be made for any work performed or material used to control dust resulting from public traffic within the right-of-way or park. Conduct earthwork operations in a manner to prevent windblown dust and dirt from interfering with the progress of the work or the City's activities. Prevent dust and dirt from accumulating on walks, roadways, parking areas, and from washing into sewer and storm drain lines.

1.19 OBSTRUCTIONS

A. Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities," and 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

B. The sixth paragraph of Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications is amended to read:

Protection and repair of damage to laterals and appurtenances shall be the responsibility of the Contractor.

In the event that water services are broken or damaged between the meter and the point of service, the Contractor shall immediately at his own expense, repair such damage, in a manner satisfactory to the Engineer, in order that the water supply will not be interrupted for a period greater than one hour. If such interruption is sustained, it shall be the Contractor's responsibility to notify the occupants of the premises to which said services are connected so that no damage will occur on said premises. Whenever damage is done to water meters, services between the Water District mains and said meters, fire hydrants or other appurtenances, the Water District forces shall make such needed repairs at the Contractor's expense.

In the event damage is done to any gas, electric or telephone facility by the Contractor, he shall immediately notify the respective utility company. Repairs shall be made by the utility company at the Contractor's expense.

In the event that sanitary sewer laterals are broken or damaged between the point of service and the sanitary main, the Contractor shall immediately, at his own expense, repair such damage, in a temporary manner satisfactory to the Engineer, in order that service will not be interrupted for a period greater than one hour. When such interruption occurs, it shall be the Contractor's responsibility to notify the occupants of the premises to which said service is connected so that no damage will occur on said premises and to notify Union Sanitary District so that permanent repairs may be made at the Contractor's expense.

The Contractor shall take precautions to prevent any damages to existing improvements and landscaping, which is to remain in place, in the work area on both public and private properties. If the existing improvements or landscaping on public or private property are damaged, the Contractor shall repair such damage, at his own expense, to the satisfaction of the Project Landscape Architect.

The Contractor shall verify the exact location of all existing utilities and shall notify the Engineer and the regional notification center for operators of subsurface installations at least two working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notifications center is:

UNDERGROUND SERVICE ALERT (USA) TEL: 1-800-227-2600

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

1.20 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions, as edited, herein.

The contractor shall provide safe access around the perimeter sidewalk of the park and project site at all times. If pedestrian traffic needs to be redirected, the contractor shall provide all necessary barricades, traffic cones, warning signs, lights, and other safety devices required to redirect pedestrians

If the accessible parking stalls are to be temporarily removed due to construction, temporary striping, signage and a temporary ramp with access to the path of travel shall be installed.

Full compensation for conforming to the provisions in this section "Public Safety" shall be considered as included in the units prices paid for in the various contract items of work, including temporary striping, ramps and signage for temporary access, and no additional compensation will be allowed therefore.

1.21 TESTING

Refer to Section 01400, "Testing and Inspections" found elsewhere in these specifications.

Unless otherwise specified, all testing shall be in accordance with the methods prescribed in the current Caltrans Standard Specifications or other specified published standards, as applicable to the class and nature of the articles or materials considered. However, the City reserves the right to use any generally accepted system of and testing which, in the opinion of the Engineer, will assure the City that the quality of the workmanship is in full accord with the Contract Documents.

Failure of any portion of the work to meet any of the requirements of the Contract Documents shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such work at the Contractor's sole cost and expense. Testing is not a duty of the City and is solely at the discretion of the Engineer. Non-testing by the City does not release the Contractor from their responsibility to perform all work in conformance to the Standard Specifications and these Special Provisions. Full compensation for conforming to the requirements of this section "Testing," not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

1.22 WATERING

A. It shall be the responsibility of the contractor to contact the local utility district in order to obtain a temporary water meter, and provide their own source of water for all elements of work in this project. The City shall not provide a source of water.

B. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Special Provisions.

C. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the Regional Water Quality Control Board requirements. The Contractor shall obtain either a waste water discharge permit or a waiver from the Regional Water Quality Control Board. Copies of permits or waivers from the Regional Water Quality Control Board shall be delivered to the Engineer before using non-potable water on the project.

D. Non-potable water, if used, shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled:

NON-POTABLE WATER

DO NOT DRINK

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

1.23 TEMPORARY CONSTRUCTION FENCING AND GATES

Temporary construction fences and gates shall be furnished, installed, maintained, and relocated at the project site by the Contractor, as shown on the plans and as specified in these specifications and special provisions, and as directed by the Project Inspector, or Supervising Construction Coordinator.

The contractor shall be responsible for adjusting the layout of the fences as necessary to accommodate their work, and to accommodate other contractor's doing work, and accessing the site, accessing the building.

Temporary fencing shall be placed around the work area intended for use by the Contractor. A portion of the property is available for use by the Contractor for staging. The Contractor shall submit a plan showing the location of their trailer and staging area for review by the City.

Construction fencing and gates shall be chain link, type CL-6, six feet (6') high, as a minimum and shall conform to the specifications for permanent fencing of similar character as provided in Section 80, "Fences" of the Standard Specifications and these special provisions. Construction fencing and gates shall be simple to install, maintain, relocate, and remove. Concrete footings for metal posts will not be required. The temporary fences and gates shall be of a type that extends fully to the ground. The Contractor may upgrade the fence in height or quality to meet the conditions at the site. The second paragraph of Section 80-4.02, "Construction," of the Standard Specification is amended to read as follows:

"Posts shall be installed by the Contractor so as to fulfill the requirements outlined in this section and shall be crowned at the top to shed water."

Materials may be commercial quality providing the dimensions and sizes of said materials are equal to, or greater than, the dimensions and sized specified by the Standard Specifications.

Used materials may be used providing such used materials are good, sound, and are suitable for the purposed intended. The Contractor shall be the approval of the Engineer prior to installing construction fencing and gates using used materials.

The Contractor shall get approval from the Engineer for location of temporary fences and gates prior to installing any materials.

Construction fencing and gates that are damaged from any cause including vandalism during the progress of the work shall be immediately repaired or replaced by the Contractor at this expense. Any damage caused by the use of temporary fences and gates to existing features including, but not limited to, existing turf areas, holes in the ground, damage to existing vegetation, etc. shall be repaired or replaced by the Contractor at this expense. If holes are caused by the use of temporary fences and gates, they shall be backfilled in accordance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Full compensation for conforming to the requirements of this section not otherwise provided for shall be considered included in the contract price paid for "Temporary Construction Fence" and no additional compensation will be allowed therefore.

1.24 CONTRACTOR'S RESPONSIBILITY

A. Protection of Existing Conditions and Facilities

1. It is the contractor's responsibility to protect and maintain all existing conditions and facilities within and adjacent to the limits of work, from any form of damage, by the public, or the contractors activities.
2. Prior to beginning any site work, the contractor shall develop a photographic record of the existing conditions of the buildings, concrete, trees, and other City facilities, within and adjacent to the project limits, denoting the specific date the pictures were

taken, which shall be submitted to the City to use as an inspection tool, as work around the structures progresses. If the City facilities are not complete upon commencing site work, the contractor shall update their photographic records upon completion of those City facilities, again denoting the date the pictures were taken.

B. Protection of Existing Conditions and Facilities From Temporary Access Facilities

The Contractor shall construct, maintain, and later remove temporary access bridges, driveways, roadways, and other items needed for Contractor access to and within the Jobsite.

Contractor shall be responsible for any damage to streets, curbs and sidewalks due to the use of such facilities, and such damaged portions shall be repaired as required to place them in the same condition as existed prior to the commencement of the work. All areas affected by Contractor-constructed temporary facilities shall be restored to their original condition upon removal of the temporary facilities.

Refer to Section 01510 "Mobilization, Temporary Facilities and Control" for additional information.

C. Contractor shall be responsible for the adequate watering, mowing, disease control and/or fertilizing, pest abatement (if necessary), and other maintenance of lawn within and affected by the placement of the temporary construction fence. The temporary construction fence may in some cases, bifurcate lawn areas or interrupt irrigation to the lawn. The contractor is responsible for continuing adequate irrigation at all times. Affected lawn within or adjacent to the temporary construction fence shall be maintained by the contractor, including mowing no less than once every two weeks, or to maintain a lawn height of no greater than 6" at any time. Refer to Section 01560 "Protection of Existing Facilities" for additional information.

D. The Contractor shall be completely responsible for the care and condition of the project improvements in their entirety until completion of the maintenance period and acceptance by the City. The Contractor shall provide such watchmen, guards, and security devices as deemed necessary to prevent destruction of property and vandalism.

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

1.25 CLEAN-UP

At the conclusion of construction and prior to the pre-maintenance and/or final inspection, the Contractor shall:

Remove all debris, waste material, tools, equipment, etc., from the project site. All materials removed shall be disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside of the Highway Right-of-Way," of the Standard Specifications.

Restore damaged or marred surfaces.

Leave all surfaces clean, pavements swept, and plant areas completed as indicated in the drawings and specifications.

Attention is directed to the "Project Appearance" section of these Special Provisions. Full compensation for conforming to the provisions in this section "Clean-up," not otherwise provided for, shall be considered as included in prices paid for the various

contract items of work involved and no additional compensation will be allowed therefore.

1.26 PROJECT CLOSE-OUT

A. At the conclusion of all construction, and prior to acceptance of the project, the Contractor shall request a final inspection of all construction from the Engineer, Environmental Services Representative, Parks Senior Superintendent, Senior Park Maintenance Supervisor, and the Project Landscape Architect.

B. If any deficiencies are noted, they will be listed by the Engineer in a written memo to the Contractor. The Contractor shall complete all listed deficiencies in a timely manner until the work is in acceptable condition.

C. The project will not be accepted until all deficiencies noted, are corrected and accepted, and written notice from the City confirms acceptance.

D. Prior to the final inspection and start of the twelve (12) month warranty period, the Contractor shall undertake a final clean-up. This work shall include, but not be limited to:

Remove all debris, waste material, tools, equipment, etc., from the project site. All waste materials removed shall be disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside of the Highway Right-of-Way," of the Standard Specifications.

Restore damaged or marred surfaces.

Leave all surfaces clean, pavements swept, and plant areas completed as indicated in the Special Provisions.

The Contractor shall remove off site all temporary facilities as directed by Engineer. Final acceptance of the work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up.

E. When the Contractor considers the work complete and prior to the start of the twelve month warranty period, the Contractor shall:

Notify the Engineer in writing that the work is complete and request that the Engineer prepare a list of remaining deficiencies, hereafter termed a "Punch List". Within a reasonable time thereafter, the Contractor and the Engineer shall make an inspection of the work to determine the status of completion. If the Engineer does not consider the work complete, the Engineer will notify the Contractor in writing, giving the reasons therefor. If the Engineer considers the work complete, the Engineer will prepare and deliver to the Contractor said Punch list signed by the Engineer, which shall fix the number of items of work remaining to be completed. Final payment and the return of retained funds will not be released until all work items on the Punch List have been completed by the Contractor to the satisfaction of the Engineer.

Completion of the work or Substantial Completion of the work, as the terms that may be used in this Contract shall mean completion of the work and all Punch List items as determined by the Engineer, and subsequent acceptance by the City. Completion shall mean performance of all aspects of the Contract, which shall exist where there has been no willful departure from the terms of the Contract, and no omission in essential points, and the Contract has been honestly and faithfully performed in its material and substantial particulars, and the only variance consists of technical or relatively

unimportant omissions or defects authorized by the Engineer, and the work can be utilized for the purpose for which it was intended.

Provide written evidence of release from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

The date of Completion of the Project shall be the date when the construction is completed, in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the City can utilize the project for the use for which it was intended, and the legislative body of the City has accepted the Project as evidenced by execution and recording of a Notice of Completion.

Following the date of completion of the project, a material and workmanship warranty will be in force for twelve (12) months. The Contractor's attention is directed to the Section 18 of the Agreement.

1.27. MEASUREMENT AND PAYMENT

The linear foot unit price paid for "**Temporary Construction Fencing**", shall include full compensation for all items covered by this section, including "Inspection", "Clean-up", "Disposal" and "Regulations" and shall include furnishing all labor, materials, tools, equipment, and incidentals and doing all the work, complete in place as shown on the plans, as required by these Special Provisions, and as directed by the City Engineer. Full compensation for conforming to the provisions in this section "Project Close-out," not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

END OF SECTION

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CITY COUNCIL REFERENCE ONLY

1.01 INTENTION

- A. All work shall be completed as noted on the Notice to Bidders.
- B. Progress schedules will be required for this Contract and shall be based on and incorporate milestone and completion dates specified in the Contract Documents. The Progress schedule shall be submitted to the Supervising Construction Coordinator within **ten (10) working days** of the approval of the Contract or at the pre-construction meeting (whichever comes first).
- C. The Supervising Construction Coordinator shall be either Steve Otis (510) 494-4701, **sotis@fremont.gov**, or Lyle Travis (510) 494-4709, **ltravis@fremont.gov**.
- D. The Initial progress schedule submitted for review, shall serve as the Contractor's schedule for up to sixty (60) calendar days after the Notice to Proceed, and shall include all working days as identified in the Notice to Bidders.
- E. Overall time of completion and time of completion for each milestone shown on the Progress Schedule shall adhere to the working days in the Notice to Bidders, unless an earlier (Advanced) time of completion is requested by the Contractor and agreed to by the City. Any such agreement shall be formalized by a Change Order. The City shall not pay for acceleration if the contractor requests an earlier (Advanced) time of completion.
- F. The City is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion dates for the Contract Working Days.
- G. The Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Times.
- H. A schedule showing the work completed in less than the Contract Times, which has been accepted by City, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and Contract Substantial Completion. Project Float is a resource available to both City and the Contractor.
- I. Float Ownership: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
1. For example, if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Completion Date.
 2. Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Completion Date was unaffected.
- J. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Critical Path Method (CPM) schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- K. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. City's acceptance of schedule shall be for

its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon City, or act to relieve Contractor of its responsibility for means and methods of construction.

- L. The progress schedule shall clearly show sequence and duration of major construction activities, interim milestones or completion dates required in the Contract, and the controlling operation or operations.
- M. Progress Schedule shall include or comply with following requirements:
1. Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.
 2. No activity on schedule shall have duration longer than fifteen (15) workdays, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by City.
 - a. Activity durations shall be total number of actual work days required to perform that activity.
 3. The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
 4. City-furnished materials and equipment, if any, identified as separate activities.
 5. Activities for maintaining Project Record Documents.
 6. Dependencies (or relationships) between activities.
 7. Processing/approval of submittals and shop drawings for all Contract-required material and equipment. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - a. Include time for submittals, re-submittals, and reviews by City. Coordinate with accepted schedule for submission of shop drawings, samples and other submittals.
 - b. Contractor shall be responsible for all impacts resulting from re-submittal of shop drawings and submittals.
 8. Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
 - a. Include time for fabrication and delivery of manufactured products for the Work.
 - b. Show dependencies between procurement and construction.
 9. Activity description; what Work is to be accomplished and where.
 10. The total cost of performing each activity shall be total of labor, material, equipment, including overhead and profit of Contractor. Overhead and profit of the General Contractor shall be prorated equally into each activity in the schedule. Sum of cost for all activities shall equal total Contract value.
 11. Resources required (labor and major equipment) to perform each activity.
 12. Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
 13. Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.
 14. Twenty (20) workdays for developing punch list(s), completion of punch list items, and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.

15. Interface with the work of other contractors, City, and agencies such, as but not limited to, utility companies.
16. Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
 - a. Also furnish for each Subcontractor, as determined by City, submitted on Subcontractor letterhead a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
 - b. Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.
 - c. In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical and plumbing Subcontractors, and other subcontractors as required by City, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
 - d. Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to City. City shall be permitted to attend scheduled meetings as an observer.
17. Activity durations shall be in Work days.
18. Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.
- N. Individual activities that are not significant in themselves and create a series of parallel paths shall be grouped within major activities or combined to form a more general major activity. The actual number of activities shall be sufficient to assure adequate planning of the project and to permit monitoring and evaluation of progress and analysis of time impacts and not to primarily manage the various resources that may be used by the Contractor.
- O. Major activities are defined as single activities or groups of activities that create a significant portion of the project due to location, related type of work, or common completion dates.
- P. Major activities shall have durations of not less than five (5) nor more than twenty (20) working days. Milestone or transitional activities may have a duration of less than five (5) days. Isolated major activities, concurrent, or combined activities may have more than twenty (20) working days when approved by the Engineer.
- Q. A schedule must not show completion dates beyond the Contract requirements for the interim target dates, milestones or Contract completion. The Contract completion date shall be based on the working days designated in the Contract and not on a proposed early completion shown in the schedule.
- R. The schedule submitted shall meet, in all respects, the time and order of work requirements of the Contract. The work shall be executed in the sequence indicated in the schedule and subsequent updates and revisions. The Contractor shall be responsible for assuring that all work sequences are logical and the schedule shows a coordinated plan for complete performance of the work. Failure of the Contractor to include any element of the work required for the performance of the Contract in the

network shall not relieve the Contractor from completing all work within the time limit specified for completion of the Contract. If the Contractor fails to define any element of work, activity, or logic, and the omission of error is discovered by either the Contractor or Engineer, it shall be corrected by the Contractor at the next scheduled monthly update or revision.

- S. The Contractor shall allow fifteen (15) days for the Engineer to review the schedule and provide any comments, a favorable review of the schedule, or request a meeting to review the schedule. When completed, the agreed upon Progress Schedule shall be the one used by the Contractor for planning, organizing, and directing the work, and for reporting progress. Upon agreement, this will be deemed the Original Progress Schedule and shall be updated to reflect the current status of work.
- T. Progress Schedule Updates: An update is defined as a regular monthly submittal and review of the schedule to incorporate actual progress to date by activity; any approved time adjustments, anticipated changes to planned activities, and projected completion dates. A revision is defined as a change in the future portion of the schedule that modifies logic, adds or deletes activities, or alters activities, sequences or durations.
- U. When the monthly update is completed, the Contractor shall meet with the Engineer to review Contract progress. At that meeting, the Contractor shall identify and discuss potential problem areas; current and anticipated delaying factors and their impacts; actions taken or proposed; proposed changes in schedule; out of sequence work; and any other topics related to job progress or scheduling. The Contractor shall update the most recent schedule to incorporate all current schedule information, including actual progress, approved adjustments of time and proposed changes in sequence and logic.
- V. The Engineer may use these and other information in evaluating the effect of the changes, delays, or time savings on the accepted schedule current at the time to determine the applicable adjustment of time, if any to any target date or completion date due to the changes, delays, or time savings.
- W. Time Extensions:
 - a. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update.
 - b. Where an event for which City is responsible for impacts to the projected Completion date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment and material the Contractor would expend to mitigate City caused time impact. The Contractor shall submit its mitigation plan to City within 14 calendar days from the date of discovery of said impact. The Contractor is responsible for the cost to prepare the mitigation plan.
 - c. Failure to request time, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
 - d. No time will be granted under this Contract for cumulative effect of changes.
 - e. City will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with, including but not limited to the submission of initial project schedule, regular schedule updates and all

other requirements of this section.

- f. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
 - g. If the Contractor does not submit its mitigation plan within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.
- X. Daily Construction Reports: On a daily basis, Contractor shall submit a daily activity report to the Project Inspector for each workday, including weekends and holidays, when worked. Contractor shall develop the daily construction reports that sort daily Work, manpower and man-hours by Contractor, Subcontractor, area, subarea, and change order work. Include in report:
- 1. Project name and Project number.
 - 2. Contractor's name and address.
 - 3. Weather, temperature and any unusual site conditions.
 - 4. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
 - 5. Worker quantities for its own Work force and for Subcontractors of any tier.
 - 6. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

1.01 MEASUREMENT AND PAYMENT

- A. The Contract lump sum price for **“Project Progress Schedule”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved, complete in place, as shown on the plans, as required by these Special Provisions, and as directed by the City Engineer or his designee, and no additional compensation will be allowed therefore.
- B. The Contract lump sum price for **“Project Progress Schedule”** will be paid as follows:
 - 1. Twenty percent (20%) of the total contract lump sum price will be paid after approval of the first monthly progress payment;
 - 2. Thirty percent (30%) percent of the total contract lump sum price will be paid after approval of the second monthly progress payment;
 - 3. An additional Five percent (10%) percent of the total contract lump sum price will be paid after approval of each subsequent monthly progress payment until ninety percent (90%) is paid;
 - 4. After the Project Inspector has determined that the Contractor has left the Jobsite in a clean condition after completion of all phases of work, at all sites, the remainder of the Contract lump sum price for **“Project Progress Schedule”** will be paid.

- C. The Project Inspector or Supervising Construction Coordinator may withhold five percent (5%) of the estimated value of all the work performed during the progress pay period in which the Contractor fails to submit an approved project progress schedule, and monthly progress schedule updates. Withheld amounts for failure to submit an approved Project Schedule shall be in addition to all other withheld amounts described above, and retentions provided for in the Contract. The withheld amount for failure to submit an approved Project Schedule will be released for payment in connection with the next progress payment following the date that the approved Project Schedule has been submitted.

END OF SECTION

CITY COUNCIL REFERENCE ONLY

SECTION 01040 PROJECT COORDINATION

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Section 01000 “General Conditions”
- B. Section 01400 “Testing and Inspection”
- C. Section 01510 “Mobilization, Temporary Facilities, Utilities, and Controls”
- D. Section 01550 “Site Access and Storage”

1.02 COORDINATION

- A. The Contractor shall be responsible for all Project coordination.
- B. Duties of Contractor:
 - 1. Coordinate Work of all subcontractors.
 - 2. Establish on-site lines of authority and communication. Schedule and conduct progress meetings among subcontractors.
 - 3. Construction schedules
 - a. Prepare detailed schedule of operations of all subcontractors on Project.
 - b. Allocate area to stockpile mulch for re-use.
 - c. Monitor schedules as Work progresses.
 - d. Observe Work to monitor compliance with schedule.
 - 4. Temporary facilities and staging:
 - a. Allocate space for temporary structures furnished by subcontractors.
 - b. Monitor use of temporary utilities.
 - c. Verify that adequate services are provided to comply with requirements for work and climatic conditions.
 - d. Administer traffic and parking controls
 - e. Refer to Section 01550 “Site Access and Storage” for further detail.
 - 5. Changes:
 - a. Recommend necessary or desirable changes to City.
 - b. Review subcontractor's request for changes and for substitutions.
 - c. Submit recommendations to City.
 - d. Implement Change Orders.
 - 6. Fees: Verify that subcontractors have obtained permits for inspections and have scheduled the necessary inspections in a timely manner.
 - 7. Review all Shop Drawings, Product Data, and Samples for compliance with Contract Documents prior to submittal to Architect/Engineer.
 - 8. Interpretation of Contract Documents:
 - a. Consult with Architect/Engineer to obtain interpretations.
 - b. Assist in resolution of questions which may arise.
 - c. Transmit written interpretations to concerned parties.
 - 9. Maintain reports and records at Project Site.
 - a. Daily log progress of Work, submit daily to City.

- b. Records:
 - i. Contracts.
 - ii. Purchases.
 - iii. Materials and equipment.
 - iv. Applicable handbooks, codes and standards.
 - c. Obtain information from subcontractors, and maintain record documents. Assemble documentation for handling of claims and disputes.
10. Verify that specified cleaning is done during progress of Work and at completion of each contract.
11. Start-up:
- a. Direct the check-out of utilities, operational systems and equipment.
 - b. Assist in initial start-up testing.
 - c. Record dates of start of operation of systems and equipment.
 - d. Submit to City written notice of beginning of Warranty period for equipment put in service.

1.03 COORDINATION REQUIREMENTS

- A. Coordination: Contractor shall coordinate the Work as stated in the General Conditions of the Contract. Contractor shall also coordinate Work under the Contract with work under separate contracts by City. Contractor shall cooperate with City and others as directed by City in scheduling and sequencing the incorporation into the Work of City Furnished/Contractor installed products identified in the Contract Drawings and Specifications.
- B. Construction Interfacing and Coordination: Scheduling and sequencing of work shall be solely Contractor's responsibility. Contractor shall bring together the various parts, components, systems and assemblies as required for the correct interfacing and integration of all elements of Work.
- C. Layout of Work: Refer to Section 01000, "General Requirements".
- D. Contractor shall coordinate Work to correctly and accurately connect abutting adjoining, overlapping and related elements, including work under separate contracts by City, utility agencies and companies.

1.04 COORDINATION OF SUBCONTRACTS AND SEPARATE CONTRACTS

- A. Superintendence of Work: Contractor shall appoint a field superintendent who shall directly and full time supervises and coordinate all Work shown on the Drawings and in the Specifications. In order to maintain an uninterrupted construction schedule, the field superintendent shall not be replaced by the Contractor, for other than extenuating circumstances, without prior approval by the City.
- B. Subcontractors, Trades and Materials Suppliers: Contractor shall require all subcontractors, trades, crafts and suppliers to coordinate their portions of Work with the Superintendent, Architect/Engineer and Construction Project Manager to prevent scheduling, sequencing, dimensional and other conflicts and omissions.
- C. Concurrent Work by Other Contractors: The Contractor's attention is directed to the fact that other contractors may conduct work at the site under another contract, during

the performance of the Work of this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors. The Contractor shall provide access to the site to allow the other contractors ingress and egress to their project site in order to expedite the completion of their contract work. The route should be wide enough to allow vehicular access, as needed.

1.05 MEASUREMENT AND PAYMENT

- A. Full compensation for conforming to the provisions in this section “**Project Coordination**”, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

END OF SECTION

CITY COUNCIL REFERENCE ONLY

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CITY COUNCIL REFERENCE ONLY

PART 1 GENERAL**1.01 SUMMARY**

This section includes regulatory requirements applicable to Contract.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in the Contract. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, since Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.
- B. Contractor's work shall conform to all applicable codes, laws, ordinances, rules and regulations which are in effect on date of contracting.
- C. References on the Drawings or in the Specifications to "code" or "building code" not otherwise identified shall mean the codes specified below, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

1.03 CODES

Codes which apply to Contract include, but are not limited to, the following:

- A. Cal. Building Code (Part 2, Title 24, C.C.R., including, without means of limitation, sections 11A, 11B, 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
- B. Cal. Electrical Code (Part 3, Title 24, C.C.R.)
- C. Cal. Mechanical Code (Part 4, Title 24, C.C.R.)
- D. Cal. Plumbing Code (Part 5, Title 24, C.C.R.)
- E. National Electrical Code

1.04 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work to be done under Contract, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
- B. Federal
 - 1. Americans with Disabilities Act
 - 2. 29 CFR, Section 1910.1001, Asbestos
 - 3. 40 CFR, Subpart M, National Emission Standards for Asbestos
 - 4. Executive Order 11246
- C. State of California
 - 1. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
 - 2. California Education Code
 - 3. California Public Contract Code
 - 4. California Health and Safety Code

5. California Government Code
 6. California Labor Code
 7. California Civil Code
 8. California Code of Civil Procedure
 9. CPUC General Order 95, Rules for Overhead Electric Line Construction
 10. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 11. California Occupational Safety and Health Administration (Cal OSHA)
 12. Occupational Safety and Health Administration (OSHA): Hazard Communications Standards.
- D. State of California Agencies
1. State and Consumer Services Agency
 2. Office of the State Fire Marshall
 3. Office of Statewide Health Planning and Development
- E. Local Agencies:
1. Bay Area Air Quality Management District
 2. City of Fremont
 3. County of Alameda
- F. Other Requirements:
1. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
- G. City of Fremont:
1. Per the City of Fremont Municipal Code

1.05 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Agreement.

1.06 FEDERAL WATER POLLUTION CONTROL ACT

- A. The Contractor's attention is directed to the Federal Water Pollution Control Act amendments of 1972 (Public Law 92-500) which requires a Corps of Engineers permit under Section 404 of the Act, for the discharge of one cubic yard or more of any dredged or fill material into "navigable waters" as defined in "Permits for Activities in Navigable Waters or Ocean Waters," Paragraph (d)(2), Federal Register of 25 July 1975, page 3134.

1.07 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil-sterilant, herbicide, pesticide, disinfectant, polymer, reactant

or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.08 HAZARDOUS SUBSTANCES, WASTE MATERIALS, AND ASBESTOS

- A. Refer to the Special Provisions herein, Part 7-1.23, Removal of Asbestos and Hazardous Substances; Section 00005, Special Provisions; and Section 01061, Regulatory Requirements-Hazardous Waste. The City's liability for the discovery of unforeseen deposits of hazardous substances, waste materials, and asbestos, shall be limited to the provisions of these Special Provisions, Caltrans Standard Specifications, and Section 25914.1 of the Health and Safety Code.
- B. The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to the Construction Manager. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the City by any agency as a result of such release, and shall hold harmless, indemnify and defend the City from any claims arising from such release. For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any proceeding brought against the City, its council members, officers or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the City."
- C. If the performance of the work outlines by these contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to Federal, State and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number or the City's EPA generator number if appropriate. The Contractor shall notify the Construction Manager of any such hazardous wastes and the City reserves the right to a copy of any tests conducted on the wastes and, at its cost, to perform additional tests or examination of those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend the City from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.
- D. Contractor shall notify the City's Hazardous Waste Management Coordinator to coordinate disposal and recording of said disposals – Kate Shonk 510-979-5715.

1.09 CULTURAL RESOURCES

- A. The Contractor's attention is directed to the National Historic Preservation Act of 1966 (16 U.S.C. 470 and 36 CFR 800) which provides for the preservation of potential historic architectural, archaeological, or cultural resources (hereinafter called "cultural resources"). The Contractor shall conform to the requirements of the National Historic Preservation Act of 1966 as it relates to the preservation of cultural resources.

- B. In the event of discovery of human remains during construction, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to contain adjacent remains. The Alameda County Coroner will be contacted and will make a determination as to whether the remains are Native American. If the coroner determines that the remains are not subject to his authority, he shall notify the Native American Heritage Commission, who will attempt to identify descendants of the deceased. If no satisfactory agreement can be reached as to disposition of the remains pursuant to State law, the remains will be buried and any associated items on the property in a location not subject to further subsurface disturbance.
- C. The contractor shall conform to the requirements of the National Historic Preservation Act of 1966 as it relates to the preservation of cultural resources.
- D. In the event potential cultural resources are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
 - 1. The Engineer will issue a Field Order directing the Contractor to cease construction operations at the location of such potential cultural resources find.
 - 2. Such Field Order shall be effective until such time as a qualified archaeologist can assess the value of such potential cultural resources and make a recommendation to the State Cultural Resources Officer.
- E. If the archaeologist determines that the potential find is a bona fide cultural resource, at the direction of the State Cultural Resources Officer, the Contractor shall suspend work at the location of the find under the provisions for changes contained in Articles 10, 11, and 12 of the General Conditions.

1.10 MEASUREMENT AND PAYMENT

Full compensation for conforming to the provisions of this section shall be considered as included in prices paid for various contract items of work involved and no additional compensation will be allowed therefore, unless specified otherwise.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

Not applicable to this section.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. A submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, record drawings, bonds, or similar items required to be submitted to the City or the Engineer under the terms of the contract.

B. Related Documents

1. *Drawings and general provisions of the Contract, including General, Supplementary, Special Conditions and Division 1 Specification Sections, apply to this Section.*
2. *Section 01600 "Product Requirements" for Product Options*
3. *Section 01630 "Product Substitution Procedures" for product substitutions.*

C. Submittal quantities

1. If submitted electronically, provide 1 copy in .pdf format, and all electronic .pdf submittals must be followed up with 1 hard copy mailed to the City to ensure the submittal is received.
2. If hard copies are submitted, provide six (6) hard copy submittals.
3. Samples: Provide 1 product sample at the required dimensions described elsewhere in these specification, for the appropriate products.

D. Timing:

1. Submittals shall begin to be provided to the City immediately after award of contract by City Council. Do not submit all at one time. Submit in accordance with the sequence of procurement, fabrication and construction.
2. Make submittals far enough in advance of scheduled dates of installation to allow the time required for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
3. Items requiring immediate submittal for review and approval:
 - a. Designation of Superintendent
 - b. A list of all permits and licenses the Contractor has obtained indicating the agency that issued the permit or if the permit has not been obtained, the expected date of receipt of the permit.
 - c. **24 Hour Contact Number** - The Contractor shall assign a Project Superintendent who has the complete authority to make decisions on behalf of the Contractor. The Project Superintendent shall have the ability to speak, read and write in English. The Project Superintendent shall be on the job at all times during the construction and shall be available and on call 24 hours a day for the duration of the project. The Project Superintendent shall meet with the Engineer at least once per day while the project is actively under construction. Additionally, the Project Engineer shall attend all regularly scheduled job progress meetings. The Contractor shall provide to the Engineer and the Fremont Police Department a 24-hour contact number

for the Project Superintendent. This number shall not direct calls to a recorder or other message taking service.

- d. Construction Schedule.
 - e. A **Waste Handling Plan** (See Section 1505) is required within 10 days of the issuance of a Notice to Proceed.
 - f. Health and Safety Plan (HASP)
 - g. Site Operations Workplan (SOW)
 - h. All project submittals, if not previously submitted for review
 - i. Submittal of all electrical components, and if possible, the confirmation of placement of sports light and pedestrian light orders.
 - j. Certified Payroll Reports and Statements of Compliance.
- E. Refer to Section 01600 "Product Requirements" for Product Options and Section 01630 "Product Substitution Procedures" for product substitutions.
- F. Identification:
1. Identify each submittal and re-submittal with the following information:
 - a. Project name and address as they appear on the Contract Documents.
 - b. Contract name and number.
 - c. Contractor's name and address.
 - d. Date of submission.
 - e. Numbering System: Submittals shall be identified by sequential numbering (ie, 001, 002, 003, etc.) Any re-submittals shall be numbered sequentially according to the original submittal number, followed by the subscript ".1, .2, .3" (ie, 001.1, 001.2, etc.). Submittals and re-submittals shall be kept intact with the original number. Do not add new drawing or information outside the scope of the original submittal, unless specifically requested. Do not assign a new number for a re-submittal.
 - f. Reference: List Specification Section number and product reference as a cross reference for each submittal.
 2. Identify each submittal with the following additional identification:
 - a. Contractor's stamp with initials or signature, certifying to review of submittal, compliance with Contract Documents, coordination with other impacted work, and verification of field measurements.
 - b. Drawing and Specification Section numbers to which the submittal applies.
 - c. Subcontractor's or supplier's name and address.
 - d. Name and telephone number of the individual to contact for additional information regarding the submittal.
 - e. Whether it is an original or a re-submittal.
- G. Coordination of Submittals:
1. General: Prior to submittal for the Project Manager's review, as applicable, fully coordinate material as follows:

- a. Determine and verify field dimensions and conditions, materials, catalog numbers, and similar data.
- b. Coordinate shop drawing submittals with previously issued Addenda and Information Bulletins.
- c. Coordinate with the various types of Work and public agencies involved.
- d. Secure necessary approvals from public agencies and others and signify by stamp, or other means, that approvals have been secured.
- e. Unless otherwise specifically permitted by the Project Manager, make submittals in groups containing all associated items.

H. Completeness: Submittals shall be complete; partial submittals will be rejected for not complying with the Contract Documents.

I. Re-submittals:

1. Subject to same terms and conditions as original submittal.
2. Project Manager will accept not more than one (1) re-submittal.
 - a. Should additional re-submittals be required, Contractor shall reimburse Owner for Construction Manager's account and Project Manager's account for time spent in processing additional re-submittals at rate of 2.7 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Construction Manager's and Project Manager's personnel engaged on Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

1.02 SHOP DRAWINGS, SUBMITTALS, PRODUCT DATA, SAMPLES, AND OTHER SUBMITTALS

A. Shop Drawings:

1. Submit copies, as required by the General Conditions or at the discretion of the Construction Manager.
2. The Project Manager, as applicable, will review the Shop Drawings; mark the shop drawings with required revisions; stamp the shop drawings and indicate "No Exceptions Taken," "Make Changes Noted," or "Revise and Resubmit". "Revise and Resubmit" stamps shall not be construed by the Contractor as a valid reason for an extension of time request.
3. Review the returned shop drawings and take appropriate action as indicated.
 - a. If shop drawings are marked "Revise and Resubmit," make revisions and indicate them with a "cloud," stamp and date, and resubmit in the same manner and number as for the original submittal.

1.03 TEXTURES AND COLORS

- A. Unless the exact textures and color of a product are indicated in the Contract Documents, whenever a choice of pattern or color is available for a product, submit accurate color charts and pattern charts to the Project Manager for his review and selection.

1.04 CERTIFICATES OF COMPLIANCE

- A. Submit certificates of compliance with the associated Shop Drawings, Product Data, Samples, and other submittals required for the product.
- B. Submit on 8-1/2 x 11 inch white paper.
- C. Submit six (6) copies.
- D. The Project Manager will retain the certificates of compliance; no review reply is intended.

Part 2 – NOT USED

Part 3 – EXECUTION

3.01 SUBMITTALS REQUIRED AT THE PRECONSTRUCTION MEETING

- A. The Contractor shall provide six (6) copies of each of the following submittals to the Engineer at the pre-construction meeting, if these have not been previously provided:
 - 1. Designation of Superintendent
 - 2. A list of all permits and licenses the Contractor has obtained indicating the agency that issued the permit or if the permit has not been obtained, the expected date of receipt of the permit.
 - 3. **24 Hour Contact Number** - The Contractor shall assign a Project Superintendent who has the complete authority to make decisions on behalf of the Contractor. The Project Superintendent shall have the ability to speak, read and write in English. The Project Superintendent shall be on the job at all times during the construction and shall be available and on call 24 hours a day for the duration of the project. The Project Superintendent shall meet with the Engineer at least once per day while the project is actively under construction. Additionally, the Project Engineer shall attend all regularly scheduled job progress meetings. The Contractor shall provide to the Engineer and the Fremont Police Department a 24-hour contact number for the Project Superintendent. This number shall not direct calls to a recorder or other message taking service.
 - 4. Construction Schedule
 - 5. A **Waste Handling Plan** (See Section 1505) is required within 10 days of the issuance of a Notice to Proceed.
 - 6. Health and Safety Plan (HASp): The Contractor shall submit a preliminary HASp at the pre-construction meeting for the review and approval of the Engineer. All edits and questions must be addressed and resolved, and a final HASp must be submitted prior to start of Work. The HASp shall conform to the requirements of Title 8 of the CCR and title 29 of the CFR, as well as all other relevant statutes and requirements.

7. Site Operations Workplan (SOW): A preliminary SOW shall be submitted for review and approval by the Engineer at the pre-construction meeting. The SOW shall include a detailed description of any conflicts between proposed equipment locations and landscape /tree protection measures, along with a proposed remedial plan. All edits and questions must be addressed and resolved, and a final SOW must be submitted prior to start of Work. The SOW shall identify the work areas, including a site plan showing location of offices, access, proposed stockpile/staging areas, equipment operation and storage areas, landscape maintenance, and storm water runoff control measures. The SOW shall describe the Contractor's sequence and schedule of detailed activities for demolition, including: mobilization; termination of utilities at the property boundaries or as directed by the City; removal, segregation, and control of materials identified as potentially hazardous requiring disposal off-site; general building salvaging, recycling, and demolition; removal and disposal of hazardous and non-hazardous materials off-site; providing, placing, and compaction of fill material in basement excavation; grading; site work, and demobilization. The SOW shall also include a list of the equipment to be used for each phase of work, as well as minimum operating distances from active utilities, existing trees to remain, the skate park, the library, existing parking lots, hardscapes to remain, and a discussion of anticipated problems or difficulties and possible responses. The Contractor shall submit, as part of the SOW, a plan for minimizing the amount of dust and noise affecting the corporation yard. A California-registered engineer, or equivalent shall stamp the plan.
8. All project submittals, if not previously submitted for review.
9. Submittal of all electrical components, and if possible, the confirmation of placement of sports light and pedestrian light orders.
10. Certified Payroll Reports and Statements of Compliance.

3.02 MEASUREMENT AND PAYMENT

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

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Regulatory requirements for testing and inspection.
- B. Contractor's quality control.
- C. Quality of the Work.
- D. Inspections and tests by governing authorities.
- E. Inspections and tests by serving utilities.
- F. Inspections and tests by manufacturer's representatives.
- G. Inspections by Independent Testing and Inspection Agency as related to building permits and Special Inspection requirements.
- H. Inspections and observation required by the Geotechnical Engineer of Record and the Structural Engineer of Record.

1.02 RELATED SECTIONS

- A. Caltrans Standard Specifications, May 2006, or Current Edition
- B. Section 01000 "General Requirements"
- C. Section 01040 "Coordination"
- D. Section 01450 "Quality Control"
- E. Section 02200 "Earthwork"
- F. Section 03200 "Concrete Reinforcement"
- G. Section 03300 "Cast in Place Concrete"
- H. Section 16010 "Electrical"

1.03 SCOPE

- A. Unless otherwise specified, all testing shall be in accordance with the methods prescribed in the current Caltrans Standard Specifications or other specified published standards, as applicable to the class and nature of the articles or materials considered. However, the City reserves the right to use any generally accepted system of and testing which, in the opinion of the Engineer, will assure the City that the quality of the workmanship is in full accord with the Contract Documents.
- B. Failure of any portion of the work to meet any of the requirements of the Contract Documents shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such work at the Contractor's sole cost and expense.
- C. Testing is not a duty of the City and is solely at the discretion of the Engineer. Non-testing by the City does not release the Contractor from their responsibility to perform all work in conformance to the Standard Specifications and these Special Provisions.
- D. At the City's discretion, testing will be performed by the City's testing laboratory and staff, or by an independent testing laboratory, currently on call through an existing Master Service Contract which shall include:

1. Subgrade Compaction for all concrete flatwork and footings.
2. Aggregate base compaction, under all concrete flatwork and footings.
3. Concrete & rebar inspection as related to Identification Sign Footings and block fill material.
4. As required to demonstrate compliance of Work with Specifications and reference standards.

1.04 REFERENCES

- A. ANSI/ASTM D3740-88: Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ASTM E329-90: Practice for Use in the Evaluation of Testing and Inspection Agencies as used in Construction.
- C. California Test: As described in the Caltrans Standard Specifications, and required for Concrete Testing, aggregate base and subbase, and other project specific activities.

1.05 SAMPLING AND TESTING

- A. Any waiver by the City of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a "performance bond" to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any prescriptive or performance requirements of the Contract Documents.
- B. Notwithstanding the existence of such waiver, and in addition to any testing and inspection performed by any other inspector on behalf of the City or any other public agency having jurisdiction, the Engineer shall have the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the Contract Documents, shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

1.06 QUALITY ASSURANCE AND QUALITY CONTROL

- A. Contractor's Quality Control: Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of the Drawings and Specifications by coordinating, supervising, testing and inspecting the work and by utilizing only suitably qualified personnel.
- B. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.
- C. Quality Requirements: Work shall be accomplished in accordance with quality requirements of the Drawings and Specifications, including, by reference, all Codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best accepted practices of the construction industry for the locale of the Project, for projects of this type.

- D. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.
- E. Quality Control Personnel: Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.
- F. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling and staining, until Acceptance by the City.
- G. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating erecting, installing, applying, connecting and finishing Work.
- H. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- I. The City reserves the right to use any generally accepted system of sampling and testing which, in the opinion of the Engineer, will assure the City that the quality of the workmanship is in full accord with the Contract Documents.
- J. Laboratory: Certified soil and concrete testing laboratory under the direction of a registered professional engineer. Authorized to operate in state in which project is located.
- K. Laboratory staff: Maintain a full-time specialist on staff to review services. Personnel responsible for inspection, sampling or testing concrete shall be certified by American Concrete Institute as a Concrete Field-Testing Technician, Grade I.
- L. Testing: Comply with requirements of ANSI/ASTM D3740 and ASTM E329 and Caltrans Standard Specifications.
- M. Testing laboratory: Approved by Project Landscape Architect.
- N. Selection of test sites and samples shall be determined in the field by the City Project Inspector.
- O. Test results:
1. If test samples fail to meet requirements of Contract Documents, materials or equipment shall be subject to removal and replacement by Contractor with materials or equipment meeting requirements of Contract Documents.
 2. If initial tests are defective, costs of retesting shall be borne by Contractor.
- P. Unless otherwise specified, samples and test specimens required under the Contract Documents shall be furnished by the Contractor and prepared for testing in ample time for the completion of the necessary tests and analyses before the subject materials or articles are to be used. The Contractor shall furnish all required test specimens at its own expense. Except as otherwise provided in the Contract Documents, performance of the required initial test and first re-test will be by the City or their representative, and all costs therefore will be borne by the City. The cost of any test after the first re-

test shall be borne by the Contractor.

- Q. Testing is not a duty of the City and is solely at the discretion of the Engineer. Non-testing by the City does not release the Contractor from their responsibility to perform all work in conformance to the Standard Specifications and these Special Provisions.
- R. Verification of Quality: Work shall be subject to verification of quality by City or their designated representative in accordance with provisions of the General Conditions of the Contract.
1. Contractor shall cooperate by making Work available for inspection by City, or their designated representatives.
 2. Such verification may include mill, plant, shop, or field inspection as required.
 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by City or Architect/Engineer.
 5. Contract modifications, if any, resulting from such verification activities shall be governed by applicable provisions in the General Conditions of the Contract.
- S. Limitations on Inspection, Test and Observation: Neither employment of independent testing and inspection agency nor observations by Architect/Engineer shall in any way relieve the Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.
- T. Rejection of Work: City reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications.
- U. Correction of Non-Conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- V. Acceptance of Non-Conforming Work: Acceptance of nonconforming Work, without specific written acknowledgement and approval of the City, shall not relieve the Contractor of the obligation to correct such Work.
- W. Contract Adjustment for Non-Conforming Work: Should City determine that it is not feasible or in City's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between City and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of the Caltrans Standards.

1.07 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

- A. Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.08 INSPECTIONS BY INDEPENDENT TESTING, INSPECTION AGENCY OR CITY

- A. The Special Inspection shall be performed by a special inspection firm currently under Master Service contract with the City, or by the Geotechnical Engineer of Record. Name of firm and staff contact shall be provided at the pre-construction meeting.
- B. The contractor shall coordinate with the City Project Inspector to arrange all scheduling and on-site inspection and testing as needed to satisfy building permit requirements for the project.
- C. It is the responsibility of the contractor to coordinate as needed and described herein and elsewhere in these special provisions to arrange for the firm to perform site visits and special inspection. The contractor shall notify the City Project Inspector when permitted work is ready for specified tests and inspections.
- D. Contractor is required to provide the City and special inspection firm with a **minimum of 24 hours notice** for test and inspection required the following work day.
- E. Laboratory responsibilities:
 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services. Architect may direct laboratory as to location of field tests.
 2. Perform specified inspection, sampling, and testing in accordance with specified standards.
 3. Ascertain compliance of materials with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of work or products.
 5. Perform additional inspections and tests required by Architect.
- F. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted each to Architect/Engineer, City, City's field representative, Contractor and to agency having jurisdiction (if required by Code).
 1. Reports shall clearly identify the following:
 - a. Date issued.
 - b. Project name and number.
 - c. Identification of product and Specifications Section in which Work is specified.
 - d. Name of inspector.
 - e. Date and time of sampling or inspection.
 - f. Location in Project where sampling or inspection was conducted.
 - g. Type of inspection or test.
 - h. Date of test.
 - i. Results of tests.
 - j. Comments concerning conformance with Contract Documents and other requirements.
 2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
 3. Samples taken but not tested shall be reported.
 4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
 5. When requested, testing and inspection agency shall provide interpretations of test results.

6. Verification reports shall be prepared and submitted, stating that tests and inspections specified or otherwise required for the project, have been completed and that material and workmanship comply with the Contract Drawings and Specifications. Verification reports shall be submitted at intervals not exceeding 6 months, at Substantial Completion of the Project, and at all times when Work of Project is suspended.

G. Contractor Responsibilities in Inspections and Tests:

1. 24 hour minimum notification in advance of expected time for operations requiring inspection and testing services, to all related parties.
2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used which require advance testing, together with proposed mix designs.
3. Cooperate with testing and inspection agency personnel, City's field representative, Landscape Architect/Engineer. Provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.
4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Project site or at source of products to be tested, and to store and cure test samples.
5. Provide, at least 15 days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.
6. Provide 24 hours advance notice to the Engineer of each test and inspection, as directed.
 - a. When tests or inspections cannot be performed after such notice, reimburse City for Testing Laboratory personnel and travel expenses incurred due to Contractor's negligence.

1.09 ADDITIONAL TESTING AND INSPECTION

- A. Failure of any portion of the work to meet any of the requirements of the Contract Documents shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such work at the Contractor's sole cost and expense.
- B. If initial tests or inspections made by the Testing Laboratory reveal that materials do not comply with Contract Documents, or if City has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.
 1. If additional tests and inspections establish that materials comply with Contract Documents, all costs for such tests and inspections shall be paid by City.
 2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted for Contract Sum.

1.10 MEASUREMENT AND PAYMENT

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

END OF SECTION

CITY COUNCIL REFERENCE ONLY

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1.01 GENERAL

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date of Bid Opening, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the general provisions of other portions of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References by City Ordinance #24-2010 & #23-2010, herein to codes shall mean those codes, editions, as adopted by the City of Fremont, including all addenda, modifications, amendments or other lawful changes thereto, that are listed at the front of the Contract drawings, or listed herein:
- a. California Building Code, 2016 edition, published by the International Conference of Building Officials (ICBO), and California Building Standards Commission (CBSC), and as amended by the Fremont Municipal Code.
 - b. California Plumbing Code, 2016 edition, published by the International Association of Plumbing and Mechanical Officials (IAPMO), and CBSC, and as amended by the Fremont Municipal Code.
 - c. California Mechanical Code, 2016 edition, published by the ICBO, and CBSC, and as amended by the Fremont Municipal Code.
 - d. California Electric Code, 2016 edition, published by the ICBO, and CBSC, and as amended by the Fremont Municipal Code.
 - e. California Fire Code, 2016 edition, published by the ICBO, and CBSC, and as amended by the Fremont Municipal Code.

- f. California Code of Regulations; Title 8 Industrial Relations, Title 19 Public Safety, Title 24 Building Standards, and California Labor Code.
 - g. California Code of Regulations; Title 22; Division 4: Environmental Health; Title 23: Waters, and Title 26: Toxics.
 - h. Code of Federal Regulations; Title 29: Labor, Title 40: Protection of Environment, and Title 49: Transportation.
 - i. Caltrans Standard Specifications, May 2015
 - j. Fremont Municipal Code
<http://www.fremont.gov/Construction/MunicipalCode/default.htm>
- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.
- D. Applicable Utility Regulations: Regulations and tariffs utilized by the utility companies shall govern minimum utility-related requirements for the Work. Where such utility regulations conflict with the technical specifications, the more stringent provision shall apply. Upon discovery, any and all such conflicts shall be brought to the immediate attention of the Engineer prior to proceeding with the Work.
- E. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein; except, that whenever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.
- F. References in the Contract Documents to "Fremont Standard Specifications" or "City Standard Specifications" shall mean the City of Fremont Standard Technical Specifications, Division 2 thru Division 16, current edition at the time of bid opening.
- G. References in the Contract Documents to "State Standard Plans", "Caltrans Standards" or "Standard Plans" shall mean the Standard Plans, May 2006 edition, of the State of California, Department of Transportation ("Caltrans") at the time of bid opening, or other version, if specifically stated.
- H. References in the Contract Documents to "Fremont Standard Details", "City Standard Details" or "Standard Details" shall mean the City of Fremont, Standard Details, current editions at the time of bid opening.
- I. References herein to "Cal-OSHA" shall mean State of California, Department of Industrial Relations, General Industry, Electrical and Construction Safety Orders, as

amended to Date, and all changes and amendments thereto which are effective as of the date of construction.

- J. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

END OF SECTION

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1.01 RELATED SECTIONS

- A. Section 01400 “Testing and Inspections”

1.02 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check all field conditions continuously during the Work. The Contractor shall be solely responsible for any inaccuracies built into the Work.
- B. The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer, any conditions which will prevent proper completion of the Work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at its sole cost and expense.

1.03 INSPECTION OF THE WORK

- A. General: The Work shall be conducted under the general observation of the Engineer and shall be subject to inspection by representatives of the City to assure strict compliance with the requirements of the Contract Documents.
- B. The authorized representative of the Engineer on the project site shall be those representatives or consultants designated by the Engineer to act on behalf of the City. The presence of the Inspectors, however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is distinctly a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the inspector(s).
- C. All materials and articles furnished by the Contractor shall be subject to rigid inspection, and no material or articles shall be used in the Work until it has been inspected and accepted by the Engineer or the City.
- D. At all times during the construction, the Contractor shall prevent the formation of any airborne dust nuisance. If the Contractor fails to remove the nuisance within 2 hours, the City may order that the work be done and all expenses incurred for the performance of this work will be deducted from payments to the Contractor.

1.04 SAMPLING AND TESTING

- A. Refer to Section 01400 “Testing and Inspection

B. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the Caltrans Standards and ASTM, or other specified published standards, as applicable to the class and nature of the article or materials considered; however, the City reserves the right to use any generally-accepted

system of sampling and testing which, in the opinion of the Engineer will assure the City that the quality of the workmanship is in full accord with the Contract Documents.

1.05 TIME OF INSPECTIONS AND TESTS

- A. Samples and test specimens required under the Contract Documents shall be furnished by the Contractor and prepared for testing in ample time for the completion of the necessary tests and analyses before the subject materials or articles are to be used. The Contractor shall furnish all required test specimens at its own expense. Except as otherwise provided in the Contract Documents, performance of the required initial test and first re-test will be by the City, and all costs therefore will be borne by the City; except, that the cost of any test after the first re-test shall be borne by the Contractor.
- B. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover or make inaccessible any work under the Contract, the Contractor shall notify the Engineer not less than 48 hours in advance of beginning any such work of backfilling, burying, casting in concrete, hiding, covering, or making inaccessible any portion of the Work to be inspected, so that the required inspections can be scheduled and performed. Failure of the Contractor to notify the Engineer at least 48 hours in advance of any such inspections shall be reasonable cause for the Engineer to require sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective work required, and all costs of such delays, including its impact or effect upon other portions of the Work shall be borne by the Contractor.
- C. Provide timely coordination for inspection by permit and code authorities.

END OF SECTION

SECTION 01505 CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. This section specifies requirements for diversion of construction and demolition debris from the landfill and accepted hauling practices.
- B. Related requirements specified elsewhere include, but are not limited to:
 1. Fremont Municipal Code
 2. California Building Standards Code, most current version
 3. Alameda County Waste Management Authority Ordinance 2008-01

1.02 PERFORMANCE REQUIREMENT

- A. Performance Requirement: The performance requirement for this project is to divert:
 - 100% of the asphalt and concrete through reuse or recycling
 - 100% of plant debris to be composted, used as mulch or fuel
 - 50% of remaining construction and demolition debris to be reused or recycled
- B. The Performance Requirement shall be satisfied by providing all of the following:
 1. An approved Waste Handling Plan within 10 days of Notice to Proceed
 2. Two Debris Diversion & Disposal Reports that include:
 - receipts, weigh tags or other acceptable documentation from authorized recycling facilities or vendors that clearly indicate the materials management performance requirement was met.
 - the City of origin listed as Fremont
 - the type and weight of material reused or recycled
 - the weight of material landfilled (garbage).

1.03 DEFINITIONS

- A. "**Approved Recycling Service or Facility**" means an off-site service or facility that provides processing of material for recycling, composting or other diversion from landfill and is approved by the City of Fremont.
- B. "**Construction or Demolition Debris**" shall mean brick, mortar, concrete, plaster, scrap wood, scrap metal, sheet rock, and other such bulky wastes associated with construction, demolition, refurbishing, renovation, excavation or other similar work on or related to a structure or property.
- C. "**Conversion Rate**" means the rate set forth in the standardized Conversion Rate Table approved by the City of Fremont for use in estimating the weight or volume

of materials identified in the Waste Handling Plan and Debris Diversion & Disposal Report.

- D. "**Divert**" means to use material for any purpose other than disposal in a landfill and includes reuse and recycling.
- E. "**Generator**" means an owner or responsible party for a Commercial facility, which generates Recyclable Materials as a result of its business, facility or property activity, including construction sites.
- F. "**Hauler**" means any person or entity that transports garbage, recyclables, yard waste or other discarded material.
- G. "**Municipal Solid Waste**" means all putrescible and non-putrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial waste, Construction and Demolition Waste, and other discarded wastes.
- H. "**Recyclable Materials**" mean materials which may be returned to the economic mainstream as commodities for reuse, or for processing to create new or reconstituted products, which if not segregated from garbage would otherwise become garbage. The Recyclable Materials must be segregated from garbage. Recyclable Materials include Single Commodity Construction and Demolition Debris.
- I. "**Self Haul**" means Generators who transport his or her own materials by using a vehicle owned by the Generator and driven by the Generator's employees rather than using the hauling services of the City's franchise hauler or a third party hauling company.
- J. "**Single Commodity Construction and Demolition Debris**" means Single Commodity Recyclable Materials from Commercial Generators which is source separated, and are a result of construction, remodeling, repair or demolition on pavement, houses, commercial buildings, multi-family dwellings and other structures, including construction job sites and may include single commodity materials such as bricks, mortar, scrap wood, scrap metal, and sheet rock. Soil, asphalt and concrete are exempt from this definition.

1.04 SUBMITTALS

- A. The Contractor is required to submit a schedule that will describe all construction, demolition and removal procedures, sequence of activities, and schedule of activities. The schedule must be submitted within 10 calendar days after receipt of Notice to Proceed, prior to any demolition or construction activities, and must be approved by the Project Manager.
- B. The Contractor is required to submit a Waste Handling Plan to indicate how materials will be diverted from landfill and which facility or service will be used. The Waste Handling Plan must be submitted within 10 calendar days after receipt of Notice to Proceed and must be approved prior to any demolition or construction activities. Submit this form to: City Project Manager (See Notice to Bidders for contact information).
- C. The Contractor is required to submit a completed Debris Diversion & Disposal Report including receipts, weigh tags or other acceptable documentation at 50

percent completion of the Work. The report should be submitted within 30 calendar days of 50% completion of the Work.

- D. The Contractor is required to submit a completed Debris Diversion & Disposal Report including receipts, weigh tags or other acceptable documentation at 100 percent completion of the Work. The report should be submitted within 30 calendar days of the completion of the Work. Final payment will not be issued until the documentation is approved or outstanding fines resolved.
- E. Contractors who choose to self-haul construction debris instead of using Republic Services debris box will be required to submit monthly Debris Diversion & Disposal Reports.

1.05 QUALITY ASSURANCE

- A. Republic Services is the only hauler authorized to haul garbage and construction debris from Fremont. The contractor must subscribe to debris box service with Republic Services for all materials, except soil, asphalt and concrete.
- B. **Alternately, the contractor may self-haul the construction and demolition debris, using their own employees, equipment, and vehicles, to an approved facility, if the debris being hauled is an incidental part of construction or demolition services provided by the contractor.**
- C. A City of Fremont Business tax (license) is required of all persons working in Fremont, including all contractors, subcontractors, and vendors.

1.06 WASTE HANDLING PLAN DEVELOPMENT and IMPLEMENTATION

- A. The Waste Handling Plan is an estimate of the amount and type of debris that will be generated from the project. It is important to create a Waste Handling Plan prior to starting the project to identify costs, potential savings and ensure proper recycling of the materials needed to achieve the diversion requirement. Estimate the amount and type of debris generated from the project, and then develop a plan for diverting the required percentage of construction and demolition debris from the landfill.
 1. Identify each type of debris item generated during the project (wood, scrap metal, etc.). Propose means and methods for collecting and separating each type of debris deemed reusable or recyclable. *Recommended Handling and Storage Procedures* with suggested actions for salvage or recycling of each type of demolition and construction debris are provided at the end of this section.
 2. Estimate the weight or volume, by number of tons or cubic yards (CY), of each item that will be reused, recycled, or disposed in a landfill. Enter this number in the appropriate columns. If the materials are to be reused on site, list that in Reuse column: i.e., "wood waste chipped on site for mulch."
 3. Include a good faith estimate of each type of construction debris generated by the project. Submit with calculations based upon weight of each material. Items subject to the good faith estimate and diversion requirement include:
 - a. Concrete

- b. Dirt/Clean Fill
 - c. Landscape Debris (Plant & Tree Trimmings)
 - d. Trash/Garbage
 - e. Wood and Pallets (unpainted)
4. All the concrete must be reused or recycled. All plant debris must be separated from other materials and composted or used for mulch. 50% of everything else must be reused or recycled to comply with the construction and demolition debris recycling ordinance. Asphalt, concrete and plant debris do not count toward meeting the 50% diversion requirement.
 5. List the name of an approved recycling facility or service provider for each type of debris. Contact the facility and verify that they can accept that debris item in the proposed quantities anticipated. Schedule each debris item and list the recycling service and recycling company name, telephone number, address, and person contacted.

B. Implementation

1. Maintain a log of each load, of each debris category item diverted from landfill and materials sent to recycling facilities. Log any debris sent to a Class III landfill separately. Maintain the receipts and weigh tags from all disposal and recycling activities.
 - a. Include the following information in the log: type of load, load weight, name of recycling service or facility, and date accepted by recycling service or by facility.
 - b. The Project Manager reserves the right to audit the log at any time. Contractor shall retain and provide to Project Manager all weight tickets, copies of receipts, invoices, and any other documentation related to the recycling or disposal of generated debris.
 - c. Units of measure: Use same units as stated in the approved plan "good faith" estimate of construction or demolition debris (tons or cubic yards).
2. Designate specific on-site area(s) to facilitate separation of materials for potential reuse, salvage, and recycling. Do not mix garbage with materials designated for reuse, recycling or composting. Loads designated for recycling may not contain more than 10% garbage by weight or volume.
 - a. Keep garbage bins and pile areas neat and clean. Signage is required to clearly mark bins for each category of debris.
 - b. When ordering a debris box, be sure to specify that the materials must be recycled, not landfilled. Inform the debris box vendor that you will require documentation that clearly states the city of origin as Fremont, identifies the type and weight of material reused or recycled.
 - c. Landscape/plant debris: Separate plant and tree debris from other materials. The landscape debris must be composted, chipped, used for mulch or fuel. It is illegal to dispose of plant debris in an Alameda County

landfill. Landscape debris shall not be taken out of county to avoid this requirement.

3. Training and Coordination
 - a. Provide on-site instruction of appropriate salvage, reuse, separation, handling, and recycling methods to be used by all entities at the appropriate stages of the Project.
 - b. Provide copies of the Waste Handling Plan to all on-site supervisors, each subcontractor, and the Project Manager.
 - c. Include construction debris management on the agenda of meetings. At a minimum, discuss mandatory recycling requirements and debris management issues at the following meetings:
 - 1) Pre-demolition/pre-construction meeting
 - 2) Regularly scheduled job-site meeting

PART 2 - PRODUCTS

2.01 MATERIALS, EQUIPMENT AND FACILITIES

- A. Furnish all materials, tools, equipment, devices, appurtenances, and services required for performing the salvage, demolition, and construction. Dispose of debris in a safe, acceptable manner, at approved facilities. Burying of trash and debris on the site is not permitted.
- B. Republic Services is the only approved hauler for materials in Fremont. The contractor must subscribe to debris box service for garbage and recycling with Republic Services.
- C. The contractor may self-haul construction and/or demolition debris to an approved recycling/disposal facility, only if they use their own equipment, vehicles and employees, as part of a total construction or demolition project. Such debris removal must be provided incidentally to construction or demolition services provided by the contractor. It is illegal to subcontract with a third party to haul garbage. Contractor can continue to self-haul construction debris off-site if all these conditions are met:
 - Contractor is providing a construction or demolition service on site and the debris removal is an incidental part of the work performed; and
 - Contractors use their own employees, company vehicles and equipment; and,
 - Contractors deliver the construction debris to an approved facility (see list of approved facilities)
 - All contractors and subcontractors must be licensed to do business in Fremont
- D. The following facilities and service providers are approved to accept Construction & Demolition Debris for recycling:

1. Fremont Recycling and Transfer Station, 41149 Boyce Road, Fremont (510) 252-0500 www.fremont-recycling.com/
 2. Newby Island Landfill, 1601 Dixon Landing Road, Milpitas (408) 432-1234
 3. Guadalupe Landfill, 15999 Guadalupe Mines Road, San Jose (408) 268-1670
 4. Zanker Material Processing Facility, 675 Los Esteros Road, San Jose (408) 263-2384
 5. Davis Street Recycling and Transfer Station, 2615 Davis Street, San Leandro (510) 563-4257
 6. Stevens Creek Quarry, 12100 Stevens Canyon Rd, Cupertino, CA (408) 253-2512
 7. Vasco Road Landfill, 4001 N. Vasco Road, Livermore, CA (925) 447-0491
- E. For off-haul and disposal of excavated soils, refer to Section 02200, “Earthwork”.
- F. Services required for construction materials management:

<i>Type of Material</i>	<i>Approved Service Provider</i>
All Garbage / Municipal Solid Waste	<ul style="list-style-type: none"> • Republic Waste debris box or; • Contractor self-haul to approved facility
Source separated recyclable material (scrap wood, plant debris)	<ul style="list-style-type: none"> • Republic Waste debris box or; • Contractor self-haul to approved facility
Source separated inerts (concrete, soil)	<ul style="list-style-type: none"> • Republic Waste debris box or; • Contractor self-haul to approved facility/quarry, or; • Any approved debris box from inert recycler (Vulcan Materials, etc.)

- G. The following materials cannot be collected in Republic Services debris box containers: asbestos, batteries, hazardous waste. Liquids, paints, oils, medical waste, tires, televisions, monitors and appliances containing chlorofluorocarbons (CFC’s)

PART 3 - EXECUTION

3.01 GENERAL

- A. Conduct construction and demolition to minimize interference with adjacent building areas.
- B. Conduct operations with minimum interference to public or private access.
- C. Maintain protected egress and access at all times.

- D. Perform demolition work in accordance with ANSI A10.6 and the accepted demolition plan or program.
- E. Remove items indicated for demolition within the limits of the work, and as required to complete the work of this contract. Do not remove anything beyond the limits of work indicated without prior written approval by the Project Manager. If in doubt whether to remove an item, obtain written approval by the Project Manager prior to proceeding.
- F. Remove materials from site as work progresses, at least weekly. Remove debris from the site so that its presence will not delay the progress of the work. Debris shall be the property of the Contractor and shall be removed and disposed of in a legal manner off the City's property.

3.02 MEASUREMENT AND PAYMENT

- A. Full compensation for conforming to the provisions in this section "Construction and Demolition Waste Management," not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

END OF SECTION

CITY COUNCIL REFERENCE ONLY



**Waste Handling Plan - Form 1
(Pre-Demolition/Pre-Construction)**

Applicant must reuse or recycle 100% of asphalt/concrete and 50% of remaining items.

Permit BLD/PWC # _____ Project Name: _____

Project Address: _____ Date: _____

_____ Contractor: _____ Contact: _____

_____ Phone: _____ Email: _____

Type of Project: _____

Check the box for each type of material that will be generated during the project. Place the check in the appropriate column whether the item will be reused, recycled, or landfilled. Provide the name of each approved recycling facility/service provider for each material. Allied Waste is the only approved hauler for garbage and recycling. Applicant may self-haul material.

**SAVE ALL RECEIPTS FOR SUBMITTAL TO THE CITY OF FREMONT WITH A
FINAL DIVERSION REPORT**

Failure to provide proper documentation will result in a \$1000 per ton penalty for each ton not recycled

Material	Reused	Recycled	Landfilled	Name of Recycling Facility or Vendor
Asphalt/ Concrete (100% reuse/recycle required)			N/A	
Plant or Tree Debris (100% reuse/compost required)			N/A	
Dirt/Clean Fill			N/A	
Brick				
Building Materials (doors, etc.)				

2. 50% of the waste that is generated on this jobsite will be diverted from the landfill and recycled for other use.
3. The Waste Handling Plan identifies the materials that will be generated on this project, and the diversion strategy for each material type.
4. Waste prevention and recycling activities will be discussed at the beginning of subcontractor meetings. As each new subcontractor comes on-site, the contractor will present him/her with a copy of the Plan and provide a tour of the jobsite to identify materials to be salvaged and the procedures for handling jobsite debris. All Subcontractor foremen will acknowledge in writing that they have read and will abide by the Plan. The Waste Handling Plan will be posted at the jobsite trailer.
5. Salvage: Excess materials that cannot be used in the project, should be returned to the vendor, the owner, or donated to charity if feasible.
6. Republic Services will provide a commingled drop box at the jobsite for most of the construction waste. These commingled drop boxes will be taken to the Fremont Recycling and Transfer Station. The average diversion rate for commingled waste will be 50%. As site conditions permit, additional drop boxes will be used for particular phases of construction (e.g., concrete and wood waste) to ensure the highest waste diversion rate possible.
7. In the event that the waste diversion rate achievable via the strategy described above, is projected to be lower than what is required, then a strategy of source-separated waste diversion and/or waste stream reduction will be implemented. Source separated waste refers to jobsite waste that is not mixed but is instead allocated to a debris box designated for a single material type, such as clean wood or metal.
8. In the event that site use constraints (such as limited space) restrict the number of debris boxes that can be used for collection of designated waste the project Superintendent will, as deemed appropriate, allocate specific areas onsite where individual material types are to be consolidated. These collection points are not to be contaminated with non-designated waste types.

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**Debris Diversion & Disposal Report
(After Demolition/Construction)**

Attach copies of receipts, gate tags, or other verifying documentation.

Applicant must reuse or recycle 100% of asphalt/concrete and 50% of remaining items. Failure to provide documentation will result in a \$1000 per ton penalty for each ton not recycled.

Permit BLD/PWC: _____ Project Name: _____

Project Address: _____ Date: _____

_____ Contractor: _____ Contact: _____

_____ Phone: _____ Email: _____

Type of Project: _____

Material	Tons/CY Reused	Tons/CY Recycled	Tons/CY Landfilled	Name of Recycling Facility or Service
Asphalt/ Concrete (100% reuse/recycle required)			N/A	
Plant or Tree Debris (100% reuse/compost required)			N/A	
Dirt/Clean Fill			N/A	
Brick				
Building Materials (doors, etc.)				
Cardboard				
Carpet/Foam/Padding				
Dry Wall/Sheetrock (scrap)				
Film Plastic				
Metal				
Mixed Const & Demo (C&D) (ie, wood, metal, drywall, film plastic)				

Plastic				
Wood - unpainted or pallets				
Wood - treated/painted	N/A	N/A		
Garbage	N/A	N/A		Republic Services
Other:				
Totals:				

PROJECT SUMMARY

- A. Total tons of materials salvaged, reused, or recycled (except A/C): _____
- _____ B. Total tons of materials landfilled (not recycled): _____
- C. Total tons of materials generated for the project (Line A+B): _____
- _____ D. Percentage of materials recycled/reused (divide A by C x100%): _____%

For City Use Only:	Approved	_____
	Not Approved	_____
	Waived	_____
		Staff Initials

Instructions for Completing the Debris Diversion & Disposal Report (DDDR)

The Debris Diversion & Disposal Report lists the actual amount of debris that was generated from the construction or demolition project.

1. Identify each type of debris item generated during the project (wood, scrap metal, etc.)
2. Enter the weight or volume (by number of tons or cubic yards (CY)), of each item that was reused, recycled, or disposed in a landfill. Enter this number in the appropriate columns.
3. All the asphalt/concrete was to be reused or recycled. 50% of everything else must be reused or recycled to comply with the mandatory debris recycling ordinance. The asphalt and concrete tonnage will not count towards the 50% diversion requirement.
4. Attach receipts from each of the approved facilities or service providers who recycled/processed that material. Approved facilities are listed below. The receipts must indicate "Fremont" as the City of origin to be accepted.
5. If the materials were reused on site, list that in Reuse column: i.e., "wood waste chipped on site for mulch" with an estimate of the weight or volume.

Attach all receipts from all facilities and vendors for each type of debris item. The totals on the form should match the receipts. This report is due within 30 days of completing your project. This report and the receipts are needed to get

your Final Permit Approval. Failure to provide documentation will result in a \$1000 per ton penalty for each ton not recycled.

Approved Recycling Facilities

Fremont Recycling & Transfer Station:

41149 Boyce Road, Fremont 510-252-0500

www.fremont-recycling.com

Newby Island Landfill/Recycling Facility

1601 Dixon Landing Road, Milpitas 408-262-1401

Zanker Material Processing Facility

675 Los Esteros Road, San Jose 408-263-2384

Guadalupe Landfill

15999 Guadalupe Mines Road, San Jose 408-268-1670

Davis Street Transfer Station

2615 Davis Street, San Leandro 510-563-4257

Stevens Creek Quarry (concrete, asphalt, dirt only)

12100 Stevens Canyon Rd. Cupertino 408-253-2512

Vasco Road Landfill

4001 N. Vasco Road, Livermore, 925-447-0491

Conversion Factors:

The following conversion factors are estimates. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.).

Conversion Factors

Material	Lbs/cubic yard	Tons/cubic yard	Cubic yds/ton
Wood	300	0.15	6.7
Wood (chipped)	650	0.33	3
Cardboard	100	0.05	20
Drywall	700	0.35	2.9
Asphalt	1400	0.7	1.4
Concrete	2600	1.3	.77
Mixed Waste	350	0.175	5.7
Mixed C&D Debris	900	0.45	2.2

Recommended Handling & Storage Procedures

Item or Material by Division	Suggested Action
02 SITEWORK	
Asphalt Paving	<i>Salvageable</i> - reuse for temporary road construction
Chain Link Fencing	<i>Salvageable</i> - roll up chain link and cut off posts to maximum length allowable - all accessories (tops, clamps, bolts, straps, etc.) should be kept together in a container

Item or Material by Division	Suggested Action
Wood Fencing	<i>Salvageable</i> - if possible, dismantle in sections for easy re-erection - cut posts off at ground level
03 CONCRETE	
Cast-in-place Concrete	Recyclable - typically too large for salvage and reuse
Precast Concrete	Recyclable - typically too large for salvage and reuse
04 MASONRY	
Concrete Block	<i>Salvageable</i> - if not concrete filled - recyclable if filled with concrete
Paving Stones	<i>Salvageable</i> - stack and palletize for easy removal
Brick	<i>Salvageable</i> - if set with lime-based mortar - recyclable if set with concrete
Decorative Concrete Block	<i>Salvageable</i> - if not concrete filled - recyclable if filled with concrete
05 METALS	
Reinforcing Steel (rebar)	Recyclable - usually imbedded in concrete, therefore not reusable
Steel Flashing	Recyclable - usually not in suitable condition for reuse
Interior Metal Wall Studs	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Structural Steel	<i>Salvageable</i> - includes I-Beams, H-Beams, Square Tubing, Pipe, and Chanel Iron - ensure care is taken to keep straight - separate by size
Cast Iron	Recyclable - usually too old and brittle for reuse
Copper	Recyclable - rarely salvageable due to the possibility of damage while salvaging
Aluminum Soffit	Recyclable - usually not in suitable condition for reuse
Misc. Steel	<i>Salvageable</i> - includes Pipe, Q-decking, Square-tubing, and Wilson joists - prior to reuse must determine the item's structural ability to meet current Building Code - recyclable if item is bent or structural ability is compromised
06 WOOD & PLASTICS	
Regular Wood Framing	<i>Salvageable</i> - all lumber should be slated, stacked and banded according to dimension and lengths - stacks should be kept uniform (ensure piles fit in accordance with truck deck, 2 piles side by side - each pile a maximum width of 4' each including dunnage, height of piles should be kept to 3' to 4' maximum)
Pressure Treated Wood Framing	<i>Salvageable</i> - same as regular wood framing
Regular Plywood Sheathing	<i>Salvageable</i> - stack in piles keeping full sheets together and partial sheets together in lots of 50 pieces - separate by 1/4", 1/2", 3/4" etc. - recommend stacking nail side to nail side - materials should be kept dry by covering with plastic sheeting (which also allows for air flow)
Pressure Treated Plywood Sheathing	<i>Salvageable</i> - same as regular plywood sheathing
Laminated Beams	<i>Salvageable</i> - beams should be kept dry by covering with plastic sheeting (which also allows for air flow) - beams should be supported in such a manner as to keep them straight and should be slated to allow air flow when stacked
Wood Truss Joists	<i>Salvageable</i> - joists should be supported in such a manner as to keep them straight and should be slated to allow air flow when stacked
Heavy Timbers/Posts	<i>Salvageable</i> - all timber should be sorted according to dimension and length - timber should be slated to allow air flow - all damaged ends should be trimmed
Washroom Counters	<i>Salvageable</i> - if fixtures are removed, counters can be stored vertically (like doors) - should be kept dry

07 THERMAL & MOISTURE PROTECTION	
Roofing Gravel	<i>Salvageable</i> - reusable
Fiberglass Bat Insulation	<i>Salvageable</i> - prevent from getting wet
Rigid Fiberglass Insulation	<i>Salvageable</i> - prevent from getting wet
Plastic sheeting Rigid Insulation	<i>Salvageable</i> - stack and band for easy transport
Copper Flashing	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Roof Drains, Metal	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
08 DOORS & WINDOWS	
Doors, Metal	<i>Salvageable</i> - remove with full frame and hardware - apply a metal self tapping screw through the top of the door to hold it in the frame as a unit - label keys belonging to each door
Doors, Wood	<i>Salvageable</i> - remove with full frame and hardware - nail the door through the frame to hold it from falling out of jam - label keys belonging to each door
Bi-Fold Doors, Metal	<i>Salvageable</i> - remove all hardware parts and attach to door (e.g. in plastic zip lock bags) - wrap track on edge of door with duct tape
Bi-Fold Doors, Wood	<i>Salvageable</i> - remove all hardware parts and attach to door (e.g. in plastic zip lock bags) - screw track on edge of door
Overhead Doors	<i>Salvageable</i> - must be removed carefully (as doors have spring assembly) - all door hardware should be kept together - (hinges, screws, rollers, guides etc.) - door panels should be stacked face to face - track should be marked left and right - note, it is very important to keep all parts
Patio Doors	<i>Salvageable</i> - remove and stand vertically with drains to the bottom
Metal Sliding Doors	<i>Salvageable</i> - dependent on size and condition of doors and hardware - recyclable otherwise if too large or not in suitable condition
Mechanical Closures	<i>Salvageable</i> - dependent on age and physical condition
Panic Hardware	<i>Salvageable</i> - keep all parts together (e.g. in plastic zip lock bags)
Pre-Finished Aluminum Thermal Windows	<i>Salvageable</i> - dependent on the size - smaller windows should always be salvaged but larger windows can be difficult to resell (especially if fixed/non-opening)
Metal Sash Windows	<i>Salvageable</i> - if small but limited marketability - recyclable otherwise by removing glass and recycling metal frame
Glass Panels	<i>Salvageable</i> - limited marketability - store vertically or horizontally - ensure panels are level or supported in order to prevent damage to the seal
Unframed Glass Mirrors	<i>Salvageable</i> - store vertically on either a carpet, cardboard, or rubber surface for protection - recommend storing face to face
Store Fronts	<i>Salvageable</i> - best to be keep in one unit - store on A-frame rack and tie back
Skylights	<i>Salvageable</i> - ensure that seal is not broken - store where not affected by wind
09 FINISHES	
Carpet/Carpet Tiles	<i>Salvageable</i> - if in very good condition
Terra Cotta Tile	<i>Salvageable</i> - dependent on quantities available, since sometimes difficult to match if product is obsolete
Metal Base Board	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Wood Base Board	<i>Salvageable</i> - remove, denail (if possible), stack face to face, and hold together with duct tape - keep sizes and lengths together (if possible)
Hardwood Flooring	<i>Salvageable</i> - if tongue and groove flooring - remove, denail, stack face to face, and hold together with duct tape - keep lengths together (if possible) - thin strip flooring is not salvageable (i.e. too thin for refinishing)
Gypsum Panels	Recyclable
Wood Paneling	<i>Salvageable</i> - if in suitable condition (otherwise not cost effective) - recyclable otherwise (with clean wood)
Metal Suspension System	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Specialty Wood Finishes	<i>Salvageable</i> - includes mantels, built-in shelving, bookcases, crown moldings, and window sash - keep all trim work where possible
Cabinets	<i>Salvageable</i> - includes kitchen and bathroom cabinets - if possible, take a picture

	of the cabinet in place prior to removal as this will give potential purchasers a better idea of how the cabinets look in place
10 SPECIALTIES	
Toilet Partitions	<i>Salvageable</i> - must ensure all hardware is available
Framed Glass Mirrors	<i>Salvageable</i> - store vertically on either a carpet or rubber surface for protection - recommend storing face to face
Towel Racks, Soap Dispensers, and Other Washroom Accessories	<i>Salvageable</i> - for commercial products ensure all keys to open units are included
Shower Stalls	<i>Salvageable</i> - if acrylic stalls - ensure the stall is suitable condition and not cracked or overly worn
Chalk boards and White boards	<i>Salvageable</i> - limited marketability
Metal Lockers	<i>Salvageable</i> - for ease of handling and resale, break into units of 6 or less
Old Hardware	<i>Salvageable</i> - includes glass door knobs, hinges, and antique items
11 EQUIPMENT	
Household appliances	<i>Salvageable</i> - if in suitable condition - includes fridges, stoves, stove hoods, dish washers, freezers, washers, and dryers
12 FURNISHINGS	
Metal File Cabinets	<i>Salvageable</i> - only if in very good condition
Metal Shelving Unit	<i>Salvageable</i> - when dismantling ensure all bolts, nuts and additional parts are kept together - recommend marking sections in order to make it easier to re-erect
Commercial Metal Racking	<i>Salvageable</i> - when dismantling ensure all bolts, nuts and additional parts are kept together - recommend marking sections in order to make it easier to re-erect
Metal Desks	<i>Salvageable</i> - if in suitable condition - recyclable otherwise
Wood Desks	<i>Salvageable</i> - if in suitable condition
14 CONVEYING SYSTEMS	
Winches	<i>Salvageable</i> - if in suitable mechanical condition - recyclable otherwise
15 MECHANICAL	
Toilets	<i>Salvageable</i> - limited marketability due to current Plumbing Codes (white toilets offer the best resale opportunities) - recyclable otherwise (sink with concrete and taps with metals)
Urinals	<i>Salvageable</i> - ensure there are no cracks and the hardware is working - recyclable otherwise (sink with concrete and taps with metals)
Ceramic Sinks	<i>Salvageable</i> - if in suitable condition, recyclable otherwise (sink with concrete and taps with metals)
Stainless Steel Tanks	<i>Salvageable</i> - dependent on previous usage (sometimes required to destroy for contamination reasons) - recyclable otherwise
Janitor Sinks	<i>Salvageable</i> - dependent on its condition - recyclable if made of old cast iron
Bath Tubs	<i>Salvageable</i> - dependent on its condition and colour (white bath tubs and old claw foot tubs offer the best resale opportunities)
Radiators	<i>Salvageable</i> - dependent on size (for ease of handling, 20 to 25 ribs would be the maximum suitable size for salvaging) and condition - recyclable otherwise
Hot Water Tanks	<i>Salvageable</i> - if year 1995 or newer - recyclable otherwise
Suspended Blow Heaters	<i>Salvageable</i> - if year 1990 or newer - recyclable otherwise
Wall Mount Radiators	<i>Salvageable</i> - dependent on its condition - recyclable otherwise
Wall Mount Electric Radiators	<i>Salvageable</i> - dependent on its condition - recyclable otherwise
Mechanical Water Pumps & Tanks	<i>Salvageable</i> - dependent on its condition - recyclable otherwise
Oil Interceptor	Recyclable
Oil Storage Tank	<i>Salvageable</i> - dependent on previous usage (sometimes required to destroy for contamination reasons) - recyclable otherwise
Ventilation Ducting	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Metal Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Stainless Steel Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise

Copper Ducting/Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Aluminum Ducting/Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Piping	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Exhaust Hood, Galvanized Metal	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Exhaust Hood, Stainless Steel	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Supply Air Units	<i>Salvageable</i> - dependent on age, condition, and marketability - specialty item
Return Air Metal Grill	<i>Salvageable</i> - if in suitable condition or collectable, recyclable otherwise (with metals)
Fresh Air Metal Diffuser	<i>Salvageable</i> - if in suitable condition or collectable, recyclable otherwise (with metals)
Fire Bells	<i>Salvageable</i> - if in suitable condition or collectable, recyclable otherwise (with metals)
Air Receiver Tank	<i>Salvageable</i> - based on marketability - specialty item
Compressor Tank	<i>Salvageable</i> - based on marketability - specialty item
Compressor Motor	<i>Salvageable</i> - dependent on age and condition - recyclable otherwise
After Cooler	<i>Salvageable</i> - based on marketability - specialty item
Boilers (hot water heating)	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
HVAC Roof Systems	<i>Salvageable</i> - dependent on age and condition - recyclable otherwise
Gas Furnaces	<i>Salvageable</i> - dependent on size and condition and if year 1995 or newer - recyclable otherwise
16 ELECTRICAL	
Transformers	Usually tested for PCBs and if confirmed, then handled as a special waste - <i>salvageable</i> otherwise
Switch Boxes	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Receptacle Switches	<i>Salvageable</i> - dependent on age and condition - landfilled otherwise
Receptacle Plugs	<i>Salvageable</i> - dependent on age and condition - landfilled otherwise
Heat Detectors	<i>Salvageable</i> - dependent on age, size and condition - landfilled otherwise
Exhaust Fans	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Electrical Ceiling Blade-Fans	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Incandescent Light Fixtures	<i>Salvageable</i> - dependent on age, size and condition - recyclable or landfilled otherwise
Fluorescent Light Fixtures	Usually tested for PCBs and if confirmed, then handled as a special waste - <i>salvageable</i> otherwise - dependent on age and condition
Battery Lighting Fixtures (wall mount)	<i>Salvageable</i> - dependent on age (as sometimes batteries are limited to holding a charge) - landfilled otherwise
Exit Lights	<i>Salvageable</i> - dependent on age (as sometimes batteries are limited to holding a charge) - landfilled otherwise
Panel Boxes	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Commercial Vapor Lights	<i>Salvageable</i> - dependent on age and condition - landfilled otherwise
Street Lights on Poles	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise

END OF SECTION

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CITY COUNCIL REFERENCE ONLY

PART 1 – GENERAL**1.01 SECTION INCLUDES**

- A. Temporary sanitary facilities.
- B. Storage and parking areas.
- C. Enclosed storage and shops.
- D. Protective barricades and safety precautions.
- E. Temporary access facilities
- F. Security.

1.02 DESCRIPTION

Work includes: Mobilization, temporary facilities and controls required for this work include, but are not limited to: staging areas; temporary utilities such as water, electricity and telephone; field offices and sheds; haul roads; enclosures such as tarpaulins, barricades, and canopies; sanitary facilities; scaffolding and safety equipment, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. All such temporary facilities shall be located for convenience and safety and maintained in a safe and sanitary condition at all times until completion of the Contract, then removed from the site and disposed of as required or as directed.

1.03 RELATED SECTIONS

- A. Section 01000 “General Conditions”
- B. Section 01040 “Project Coordination”
- C. Section 01550 “Site Access and Storage”
- D. Section 02050 “Demolition and Clearing”
- E. Definitions: Refer to Caltrans Standard Specifications Section 11-1.01 for the definition of “Mobilization”.
- F. Caltrans Standard Specifications, May 2006, or most recent version

1.04 COORDINATION AND APPROVAL

- A. Coordinate with and obtain approval of the Engineer for each temporary facility and control, location, sequence, and schedule before starting any temporary work.
- B. Attention is directed to Section 11, “Mobilization”, of the Standard Specifications and Section 10-1.12, “Temporary Facilities” here in these Special Provisions.

1.05 COMPLIANCE WITH CODES AND REGULATIONS

Compliance with all requirements of pertinent safety regulations is described in the General Conditions of the Contract for Construction and shall include, but not necessarily be limited to: Federal Occupational Health Administration (OSHA) and latest edition, Uniform Building Code (with California Amendments) and ADA (American Disability Act).

1.06 PRODUCT HANDLING

Use all means necessary to maintain all temporary facilities and controls in proper and safe condition throughout progress of the work. In the event of damage or loss, immediately make all repairs and replacements necessary and at no additional cost to the Owner.

1.05 SUBMITTALS

General Arrangement and Layout Drawings showing arrangement of all temporary facilities including all offices, parking, material storage warehouses, shops, material laydown, staging and storage areas, fences, and roads, within 30 Days of Notice to Proceed.

1.07 GOVERNING LAWS

Temporary facilities shall be in compliance with applicable federal, State, county, municipal, and local utility laws, rules, and regulations. Nothing in these Contract Documents shall be construed to permit work not conforming to such codes and regulations.

1.08 TOOLS AND SUPPLIES

Provide engineering equipment and facilities, construction tools, equipment, materials, and supplies of the types and quantities necessary to facilitate the timely execution of the Work.

PART 2- PRODUCTS

2.01 TEMPORARY UTILITIES

Provide and pay all costs for all utilities required for performance of the work. Provide safe distribution of required utilities to the job areas for use of all trades.

2.02 TEMPORARY WATER

- A. Provide, maintain and pay for suitable quality water service required for construction operations.
- B. The Contractor shall not make connection to, or take water from, any fire hydrant or pipeline without first obtaining permission from Alameda County Water District (ACWD) or other authority having jurisdiction over the use of said fire hydrant or pipeline and from and from the Fremont Fire Department (FFD). For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a construction meter supplied by ACWD or said other authority or agency.
- C. Furnish and install all necessary temporary piping and, upon completion of the work, remove all such temporary piping.

- D. If necessary, extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing, if necessary.
- E. Removal of Water Connections: Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the Engineer, the City, and/or other agency owning the affected utility.
- F. City water, from within the park sites, is not available for Contractor's use.

2.03 TEMPORARY ELECTRICITY

- A. Power: The Contractor shall provide all necessary temporary power required for its operations under the Contract, either through the use of a portable generator; PG&E temporary power; or other method. If PG&E temporary power is utilized, the Contractor shall provide and maintain all temporary power lines required to perform the Work in a safe and satisfactory manner. Contact PG&E Senior Electrical Estimator, Ariel Maldonado, 510-683-3084.
- B. Lighting: All work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper Work and to afford adequate facilities for inspection and safe working conditions.
- C. Approval of Electrical Connections: All temporary connections for electricity shall be subject to approval of the City, the Engineer and the power company representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work by the City.
- D. Wiring: All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of CCR: Title 8, Industrial Relations, Subchapter 5, Electrical Safety Orders, and Subpart K of OSHA Safety and Health Standards for Construction.
- E. Removal of Electrical Connections: Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the Engineer, the City, and/or other agency owning the affected utility.

2.04 TEMPORARY TELEPHONE

Contractor is responsible for providing site telephone and fax as required. Existing telephones at the project site is not available for use. Maintain in the Contractor's field office or in a protected location on the job site for the use of the subcontractors. Superintendent may opt for a cellular phone.

2.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facilities are not available for Contractor's use.

- B. Provide adequate temporary toilet conveniences, washing facilities, and drinking water for the use of all employees and persons engaged on or about the Work, including Subcontractors and their employees. Drinking water shall be potable, and drinking water facilities shall be clean and sanitary.
- C. Locate sanitary facilities where approved by authorities having jurisdiction and maintain in a clean and sanitary condition during the course of the Work. Keep such facilities adequately supplied with toilet paper, paper toweling, paper cups, and related supplies as required.
- D. At completion of the Work, sanitary facilities shall be properly disinfected and all evidence of same removed from the Jobsite.
- E. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction. Maintain in a sanitary condition at all time – secure toilets in non-work hours from vandalism.

2.06 FIELD OFFICE (OPTIONAL)

- A. At the contractors option, furnish and install a field office, not less than 8 feet by 12 feet and equipped with a table or shelf large enough for easy perusal of drawings, as well as drawing racks and shelves to maintain order and neatness.
- B. Field office shall be used to store record drawings, display permits and licenses, and permit periodic meetings with subcontractors, Owner and Architect. Field Office shall also have a fax machine.

2.07 STORAGE AND PARKING AREAS

- A. The Contract Drawings may indicate work areas available to the Contractor for storage of materials and for parking of construction equipment. If so indicated, these areas will be provided to the Contractor for the durations indicated in the Contract Specifications. Additional work and storage space, if required, shall be provided by the Contractor at Contractor's expense.
- B. The Contractor shall provide parking facilities for the Contractor's personnel, Subcontractors, Supplier's delivery vehicles, and authorized visitors. Off the Jobsite parking facilities (if any) shall not impair or interfere with existing community parking and traffic conditions, regulations, and restrictions.
- C. Storage areas, construction parking, staging and construction yards shall be illuminated at a level at least 0.25 to 0.50 foot-candles average.
- D. No parking or vehicle storage will be permitted in environmentally sensitive areas as identified on the Contract Drawings.

2.08 ENCLOSED STORAGE AND SHOPS

- A. The Contractor shall provide all temporary storage and shop rooms that may be required at the Jobsite for safe and proper storage of tools, materials, and equipment. Construct such rooms only in locations indicated or as approved by the Supervising

Construction Coordinator, and so as not to interfere with the proper installation and completion of other work.

- B. Remove such rooms within 3 Days of receipt of notices from the Supervising Construction Coordinator that removal is necessary, and incur all expenses for such removal.
- C. Storage of gasoline or similar fuels shall conform to National Fire Protection Association (NFPA) regulations and local fire department regulations and shall be confined within definite boundaries apart from buildings as approved by the Supervising Construction Coordinator and the jurisdictional fire marshal.

2.09 PROTECTIVE BARRICADES AND SAFETY PRECAUTIONS

- A. Construct and maintain barricades, lights, shoring, and warning signs as required by federal and State safety ordinances and as required to protect the City's property from damage or loss and as necessary for the protection of the public and adjacent properties. Provide walks around obstructions made in a public place for prosecuting the Work. Leave all protection in place and maintain until removal is authorized.
- B. Guard and protect all workers, pedestrians, and the public from excavations, construction equipment, obstructions, and other dangers with adequate railings, guard rails, temporary walks, barricades, warning signs, directional signs, overhead protection, planking, decking, danger lights, and other suitable safeguards.
- C. Flaggers shall be provided to direct or divert pedestrian or vehicular traffic when necessary.
- D. Additional safety requirements are specified in these specifications.

2.10 PUMPING

Keep the site, excavations, and structures free of accumulation of water at all times, whether from underground seepage, rainfall, drainage, or broken utility lines at no expense to the Owner.

2.11 FIRE PROTECTION

Temporary fire extinguishers shall be provided and available at the job site in accordance with the appropriate NFPA Bulletins and good practice.

2.12 BARRIERS AND ENCLOSURES

- A. See Section 01000 "General Requirements" for Temporary Construction Fencing
- B. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and properties from damage from construction operations and demolition in accordance with OSHA and governing authorities having jurisdiction.

2.13 TEMPORARY ACCESS FACILITIES

- A. The Contractor shall construct, maintain, and later remove temporary access bridges, driveways, roadways, and other items needed for Contractor access to and within the Jobsite.
- B. Contractor shall be responsible for any damage to streets, curbs and sidewalks due to the use of such facilities, and such damaged portions shall be repaired as required to place them in the same condition as existed prior to the commencement of the work.
- C. Extend and relocate access and parking space usage as Work progress requires. Provide and maintain access to fire hydrants, free of obstructions. Provide means of removing mud from vehicle wheels before entering streets.
- D. Contractors shall comply in every respect with applicable Building Codes regarding the use of public streets and sidewalks and provide the proper barricading and lighting of public thoroughfares surrounding the construction activities.
- E. Arrange for temporary parking areas on-site for construction personnel.
- F. Parking of vehicles by construction personnel shall be limited to areas within the existing parking lot outside the limits-of-work, as designated by the Project Landscape Architect, or on the plans.
- G. Use all means necessary to maintain all temporary facilities and controls in proper and safe condition throughout progress of the work. In the event of damage or loss, immediately make all repairs and replacements necessary and at no additional cost to the Owner.
- H. All areas affected by Contractor-constructed temporary facilities shall be restored to their original condition upon removal of the temporary facilities.

2.14 TEMPORARY PARKING AREAS

- A. Extend and relocate access and parking space usage as Work progress requires.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Coordinate and arrange for temporary parking areas on-site to accommodate construction personnel within the existing parking lot outside the limits-of-work, as designated by the Project Landscape Architect, or on the plans.

2.15 PROTECTION OF INSTALLED WORK

- A. All work installed, completed and accepted per the direction herein to phase construction, shall be protected from damage by other phases of construction work.
- B. Contractor shall control activity in immediate work area to prevent damage.
- C. Provide temporary and removable protection for installed Products, as needed.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

2.16 SECURITY

- A. The Contractor shall provide for security of the Work and the Jobsite until final inspection and Acceptance of the Work. Storage areas shall be suitably fenced and lighted.
- B. The City assumes no responsibility for protection of structures and finished work or for loss of materials and equipment from the time that Contract operations have commenced until Acceptance of the Work.
- C. If watchman/security service is deemed necessary by the Contractor, such protection shall be provided by the Contractor, and all costs therefore shall be paid for by the Contractor.
- D. Damaged, lost, or stolen materials and equipment, whether or not stored or already installed, shall be replaced by the Contractor with new specified materials and equipment, including reinstallation where applicable, at no additional cost to the City.

2.17 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site as specified in Section 01505 "Construction and Demolition Waste Management".

2.18 POSTING OF REGULATIONS

Comply with industry standards and applicable laws and regulations of authorities having jurisdiction in the posting of regulations.

PART 3- EXECUTION

3.01 SPECIAL CONDITIONS OF THE SITE

- A. The area to be set aside for the use of the Contractor will be different at every park location. A "Staging Area" for a grouping of park locations may be proposed by the Contractor. Except for sub-surface utility work, curb and gutter, temporary roads and any other work specifically shown or noted, the Contractor shall confine his operations within the limits-of-work so indicated.
- B. Work shall not proceed for the site or buildings until all temporary work such as utilities, barricades, field office and sanitary facilities are furnished and installed.
- C. Contractor shall stage demolition and construction activities so as to reduce any unavailability of park functions to a minimum.

3.02 MATERIAL STORAGE AND PROTECTION

- A. During the progress of the work, products and materials shall be neatly stored in accordance with the appropriate manufacturer's recommendations and shall be properly cared for and protected from weather, vandalism and theft.
- B. All installed products and materials shall be adequately protected until such time as the Owner accepts the Project.

3.03 CONDITIONS AT THE SITE

- A. The Contractor shall make all necessary inspections of the job site and of the work to be fully aware of the conditions of all temporary facilities and controls at all times.
- B. The Contractor shall take all steps necessary to prohibit any part of the premises, the buildings, or structures to be overloaded by setting thereon any material or equipment, or performing thereon any of his work, which could cause any loss, damage, and/or injury to person or property.
- C. The Contractor shall make a close inspection of all materials as delivered and shall promptly return all defective materials without waiting for their rejection by the Architect.

3.04 REMOVAL

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit.

3.05 RESTORATION OF AREAS

Upon completion of the project, all temporary facilities shall be removed from the site and all areas not otherwise improved but which were adversely affected by the Contractor's work shall be returned to their original condition.

3.06 FINAL SITE CLEAN-UP

Prior to final inspection, thoroughly clean the entire site and restore to a neat, acceptable condition. Remove from the entire site all construction waste and unused materials, dunnage, loose rock and stones, excess earth, roots, weeds, and all debris of any description resulting from the work. Hose down and scrub where necessary all new concrete and asphalt pavement and paved walks, and all existing concrete and asphalt pavement and walks dirtied as a result of the work. Thoroughly remove mortar drippings from concrete walks and other pavements, where they occur – do not power spray concrete decks with high pressure.

3.07 CLOSEOUT

- A. Upon completion of the Work, or prior thereto when required by the Supervising Construction Coordinator, remove temporary facilities' structures and installations from the City's property.
- B. Return exterior areas utilized for temporary facilities to their original, natural state or, when called for on the Contract Documents, complete such areas as indicated.

3.08 MEASUREMENT AND PAYMENT

- A. The lump sum contract price paid for “**Mobilization**” shall include full compensation for the various items covered and described in this section, and shall include furnishing all labor, materials, tools, equipment, and incidentals and doing all the work, complete in place as shown on the plans, as required by these Special Provisions, and as directed by the City Engineer, and no separate payment will be made therefore.

END OF SECTION

CITY COUNCIL REFERENCE ONLY

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CITY COUNCIL REFERENCE ONLY

SECTION 01535 TREE PROTECTION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Section includes protecting and maintaining existing trees, not specifically designated for removal, affected by this Work, whether or not tree trunk is located within project site. Include pruning and remedial work, protection and irrigation during removal work, site work and construction.
- B. Tree Protection Measures shall be applied to all Landscape Trees on project sites with trunk wrap and tree protection fencing as needed. These measures shall include but not be limited all items listed within the "Tree Preservation Notes" and the "Tree Preservation Detail" including all Tree Protection fences.
- C. General: The Contractor shall exercise all necessary precautions so as not to destroy or damage any trees, or other vegetation, including that landscaping material lying within the project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the City or other jurisdictional agency. All existing trees and other vegetation, which become damaged during demolition, shall be trimmed or replaced by the Contractor in consultation with a certified arborist to the satisfaction of the City and/or agency. Tree trimming and replacement shall be accomplished as approved and directed by the Engineer.
- D. Protection of any existing irrigation system servicing trees to remain.

1.02 RELATED SECTIONS

- A. Section 01000 "General Requirements"
- B. Section 02050 "Demolition"
- C. Section 02200 "Earthwork"
- D. Landscape Standard Details, LSD-9, or most current revision.
- E. Landscape Standard Details, LSD-10, and Sheet D4.0 Detail 1 & 2

1.03 DEFINITIONS

- A. DBH – Diameter at Breast Height
- B. "Drip line" is defined as outermost extent of tree canopy, encompassing tree canopy, trunk, roots and soil. In no case shall drip line encompass an area less than a 10 foot diameter circle.
- C. "Injury" is defined, without limitation, as any bruising, scarring, tearing, or breaking of roots, branches or trunk; or soil compaction or contamination resulting in decline of health of tree.
- D. "Critical Root Zone" is defined as a minimal distance from the trunk where roots must be protected from construction related activities
- E. "Root Pruning": All pruning shall be done by a State of California Licensed Tree Contractor (C61/D49). All pruning shall be done by Certified Arborist or Certified Tree Worker in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2008-Revised) and adhere to the most

recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300).

- F. Consulting Arborist: Referred to from here on as City's Arborist, shall be retained by the City through an existing Master Service Agreement, specifically for this project work. The Contractor shall be required to coordinate and take direction from the City's Arborist to maintain the health and structure of trees affected by overlay, curb, and gutter work within the scope of this project.
- G. Certified Arborist or Certified Tree Worker: A worker that has been certified by the International Society of Arboriculture (ISA), in compliance with ISA standards, as experienced and capable of tree trimming and root pruning per the ISA guidelines, or the requirements as defined herein.
- H. Landscape Standard Details (LSD) – Included as part of the Fremont City Standard Details for Improvements within Public Right of Way; Approved by City Council, Resolution No 2006-31, April 1985; amended December 13, 2011; and last revised September 5, 2012.
- I. Infrastructure: The limits of work of the project as delineated on the plans, described in the special provisions, and as described by the Standard Specifications.

1.04 QUALITY ASSURANCE

- A. General Responsibility: The Contractor shall be directly responsible for protection and welfare of existing trees. This responsibility shall continue throughout the full construction period until the entire project is completed and accepted by the City and through completion of the maintenance period.
- B. Qualifications of workmen: Trimming shall be performed only by a certified arborist, or certified tree worker, certified by the International Society of Arborists; in compliance with ISA or ANSI standards. Contractor shall be responsible for obtaining and scheduling arborist, and shall have an arborist on site continuously while existing trees or roots are being pruned or remedial work is being performed. Arborist must be approved by the City of Fremont in writing.
- C. Reference Standards: Published specification, standards, tests, or recommended methods of trade industry apply to work of this section.
- D. International Society of Arboriculture (ISA) "Guide for Establishing Values of Trees and Other Plants," prepared by the Council of Tree and Landscape Appraisers.

1.05 JOB CONDITION

- A. Contractor shall install trunk wrap and tree protection fencing before any construction equipment enters the site, and must not be removed during the demolition or grading process. Fencing can be adjusted during the demolition, grading and construction activities.
- B. Sequencing schedule: Coordinate and cooperate with other trades to enable the work to proceed as rapidly and efficiently as possible.

1.06 GUARANTEE

- A. Contractor shall guarantee that all plants covered by the provisions of this Section will be healthy and in flourishing condition of active growth one year from the date of final completion.
- B. During the warranty period the Contractor shall be liable for damages to all trees covered by the provisions of this Section.

PART 2 PRODUCTS

2.01 TRUNK WRAP, TREE PROTECTION FENCING/ AND TREE BARK MULCH

- A. Refer to LSD-9 Detail 1, Sheet L8.0 and Tree Protection notes on the “Tree Removal Plan”, Sheet L2.0.

PART 3: EXECUTION

3.01 TREE PROTECTION AND TREE PRESERVATION

- A. Tree Preservation Notes per LSD-9
 1. Current standard detail at city engineering division shall prevail.
 2. Tree protection measures must be in place before construction, demolition and/or grading activities commence. City of Fremont will stop construction if tree protection measures are not in place and maintained throughout the construction period.
 3. Trees threatened by project construction shall be fenced at the drip line. Fencing may occur at the combined drip lines of groves of trees. Place a three-inch thick layer of bark mulch beneath drip lines of trees to be preserved. Keep bark mulch back from the tree trunk a minimum of 6 inches.
 4. Fencing shall be 6 feet tall chain link fencing with steel posts embedded in the ground.
 5. No grading shall occur within the drip lines/fenced area of existing trees unless required by the plans, or the nature of the work.
 6. No construction materials or construction vehicles may be stored within the drip lines/fenced area of existing trees.
 7. Construction vehicles or machinery may not pass between two or more existing trees identified for preservation if their canopies are within 10 feet of touching. Additional fencing may be required by the city as needed.
 8. The contractor is required to have an arborist certified by the International Society of Arboriculture (ISA), approved by the city, on site if site construction efforts require removal of existing roots or branch pruning. Roots approved for cutting must be cut cleanly with a saw. Ripping or shredding roots subject to fine/penalty.
 9. Unauthorized tree removal is subject to replacement equal to the appraised value of the tree lost per FMC 4-5108.

10. The contractor is required to water, fertilize and attend to other maintenance needs of existing trees to maintain healthy growth throughout the construction period. An earthen berm measuring minimum 6 feet in diameter, and 6 inches in height shall be constructed at the base of each tree to function as a temporary watering basin during the construction period. Trees shall be watered according to weather and tree species requirements.
- B. Contractor shall install tree protection fencing, if needed, before any construction equipment enters the site, and must not be removed during the demolition or grading process. If fencing is installed, fencing can be adjusted during the demolition, grading and construction activities.
- C. Install tree protection fencing around trees to be preserved at a distance required from the base of the trunk to the drip line of the tree. Fencing shall remain until landscape work has commenced, and it shall be removed when authorized by the Engineer.
- D. Immediately after fencing is installed, cover soil area inside fence with three-inch thick layer of mulch as specified in Section 02900-Planting. Mulch shall be held back from the base of the tree trunk a minimum of 6 inches.
- E. During the course of construction, relocation of the fence may be required to facilitate construction. Contractor shall request authorization to relocate fence. Requests for Authorization shall be in writing to the Engineer 48 hours prior to anticipate relocation. Relocation shall be done at no additional cost to the City.

3.02 PROTECTION OF TREES

- A. Water: Provide ample water supply of potable quality and sufficient quantity for all operations required in this section. The contractor shall provide a schedule to the Project Manager outlining the proposed watering schedule for trees affected by construction.
- B. Trees shall not be allowed to deteriorate and shall be maintained in a healthy and vigorous condition during the course of construction and maintenance period.
- C. During the course of construction, the Contractor shall take all necessary precautions, as outlined herein, to protect the existing trees to be preserved from injury or death. Protection shall be given to the roots, trunk, and foliage of all existing trees to remain. Trees, subject to the provisions of this Section, which have been injured, or may be affected by construction, shall be assessed by the City's Arborist, and then repaired immediately by a certified tree worker, under the direction of the City's Arborist. Repair may include removal of rough edges and sprung bark and severely injured branches, or other necessary work, as determined by the City's Arborist.
- D. Irrigation system servicing trees that will be affected by construction shall be repaired, replaced, or relocated according to the plans. If the existing irrigation system is turned off, removed, or out of service for more than 30 days, all trees shall be hand watered, or watered by what ever means necessary to keep the trees in a healthy and vigorous condition during the course of construction and maintenance period.

- E. Trunk Wrapping and Tree protection fencing shall be installed for the protection of existing trees that may be impacted by project construction. No construction, demolition, or work of any nature will be allowed within the fenced area without prior written approval by the Engineer.
1. Approval by the Engineer for work within the fenced area shall not release the Contractor from any of the provisions specified herein for the protection of existing trees to be preserved.
 2. During the course of construction of approved work within the fenced area, no roots larger than two inches in diameter shall be cut without prior written approval the Engineer.
- F. During construction, the existing site surface drainage patterns shall not be altered within the area.
- G. Take necessary measures to maintain healthy living conditions for existing trees to be preserved. Such measures shall include but not limited to periodic washing of leaves for removal of dust, irrigation, redistribution of bark mulch, etc.
- H. No construction, demolition, or work of any nature will be allowed within the fenced area without prior written approval by the Engineer. Approval by the Engineer for work within the fenced area shall not release the Contractor from any of the provisions specified herein for the protection of existing trees to be preserved. During the course of construction of approved work within the fenced area, no roots larger than two inches in diameter shall be cut without direction from the City's Arborist in the field.
- I. Do not permit the following within drip line of any existing tree to be preserved.
1. Storage or parking of automobiles or other vehicles.
 2. Stockpiling of building materials or refuse of excavated materials.
 3. Skinning or bruising of bark.
 4. Use of trees as support posts, power poles, or signposts; anchorage for ropes, guy wires, or power lines; or other similar functions.
 5. Dumping of poisonous materials on or around trees and roots. Such material includes but is not limited to paint, petroleum products, contaminated water, or other deleterious materials.
 6. Cutting of tree roots by utility trenching, foundation digging, placement of curbs and trenches, and other miscellaneous excavation without prior approval of the Engineer and monitored by a certified arborist.
 7. Damage to trunk, limbs or foliage caused by maneuvering vehicles or stacking material or equipment too close to the tree.
 8. Compaction of the root area by movement of trucks or grading machines; storage of equipment, gravel, earth fill, or construction supplies.
 9. Excessive water or heat from equipment, utility line construction, or burning of trash under or near shrubs or trees.
 10. Damage to root system from flooding, erosion, and excessive wetting and drying resulting from dewatering and other operations.

3.03 EXCAVATION AROUND TREES/SOD REMOVAL

A. Refer to “Hand Excavate Around Trees” in Section 02200.

3.04 REPAIR COMPENSATION

A. Refer to Section 01530 for repair compensation.

3.05 TREE REPLACEMENT

A. The Contractor shall immediately notify the City and/or other jurisdictional agency if any tree is damaged by the Contractor’s operations. If, in the opinion of the City or said other agency, the damage is such that replacement is necessary, the Contractor shall replace the tree at their expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the City or other jurisdictional agency.

B. The size of the trees shall not be less than 1-inch diameter nor less than 6 feet in height.

C. Fines will be assessed against the Contractor for removal of trees without the prior written approval of the City. The minimum amount of the fine or restitution to the City will be the replacement of the tree removed, with one of equal or greater size and maturity and as approved by the City. Larger fines may be assessed against the Contractor depending on the circumstances and type of tree removed, especially in the case of trees listed in the City’s Historical Tree List.

3.06 MAINTENANCE

A. Contractor shall be responsible to perform periodic inspections of existing trees to be preserved and submit written proposals to the Engineer for additional maintenance work as may be required to ensure the health and general well-being of the trees. Contractor shall retain, at the direction of the Engineer, a certified arborist to perform or monitor this work.

3.07 MEASUREMENT AND PAYMENT

A. The full compensation for “Trunk Wrap” and “Tree Protection Fencing” shall be included include full compensation paid for **“Temporary Construction Fencing”** furnishing all labor, materials, tools, equipment and incidentals and for doing all the work covered in this Section, including placement of bark mulch, related maintenance, and the relocation of fencing to facilitate construction, complete in place as shown on the plans, as required by the Special Provisions, and as required by the Engineer or Certified Arborist, and no separate payment will be made therefore.

END OF SECTION

1.01 GENERAL

- A. The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public. The Contractor shall at the Contractor's elective option station deterrent devices as may be required to deter vandalism or theft, including but not limited to barricades, fencing and other obstructions. The Contractor shall secure any open access points to the project area during all hours when Contractor is not actively engaged in the performance of the Work.
- B. Related Sections
 - a. Section 01510 "Mobilization, Temporary Facilities and Controls"
 - b. Refer to the plan set for delineation of the proposed staging areas.

1.02 HIGHWAY LIMITATIONS

- A. The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to and from the project site. It shall be the Contractor's responsibility to construct and maintain any access or haul roads required for its demolition operations.
- B. All hauling by motor vehicles shall be confined to truck routes, except where otherwise authorized in writing by the Engineer. Truck routes are those shown on the map titled "City of Fremont Truck Routes, Adopted by City Council 4-26-1988" incorporated into these specifications, and as designated in the Fremont Municipal Code. The Contractor is responsible for acquiring all oversize/overweight vehicle permits from agencies having jurisdiction when transporting materials or equipment with size and weight exceeding established hauling criteria. Refer to Appendix "A" for truck routes map.

1.03 CONTRACTOR'S WORK, STAGING, AND STORAGE AREA

- A. Due to the citywide nature of the project, the City has no preferred staging area. The contractor shall review the plans and submit a general staging plan that will meet their actual operational requirements and needs.
- B. At or before the pre-construction meeting the contractor shall submit to the Supervising Construction Coordinator, as part of the Site Operations Work plan (SOW) required per Section 01300 "Submittal", a Project staging plan, indicating the proposed layout and use of the site for access and staging. At minimum the plan will indicate the general layout security fencing, site access, limited storage and staging, and storm water runoff control measures.
- C. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Off-site shall be defined as any area outside the temporary fencing required to secure the project area. If the site is located on public property, the Contractor shall submit a site plan, drawn to scale, of the proposed storage, trailer, and/or staging site for the Engineer's approval. If the site is on private property, the Contractor shall submit evidence of the property owner's approval of the use of the site.

- D. During construction, to the best extent possible, the Contractor shall maintain ingress and egress in to the parking lots of all affected parks to allow for continued public use.

1.04 TEMPORARY USE OF PUBLIC FACILITIES

- A. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alley, way, or parking area during the performance of the Work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the public's use of the surrounding public area, or the authorized of the City, utility companies, or other agencies in such streets, alleys, ways, or parking areas.
- B. Fire hydrants on or adjacent to the Work shall be kept accessible to fire fighting apparatus
- C. Temporary provisions shall be made by the Contractor to assure the use of the sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.

1.05 MEASUREMENT AND PAYMENT

- B. Full compensation for conforming to the provisions in this section “**Site Access and Storage**”, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

END OF SECTION

CITY COUNCIL REFERENCE ONLY

1.01 GENERAL

- A. The Contractor shall protect all existing utilities, trees, shrubbery, lawn, landscaping, irrigation facilities, poles, and all other improvements not designated for demolition and removal, and shall restore damaged or temporarily relocated utilities and other improvements as listed above to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. Potholing: The Contractor shall verify the exact locations and depths of all utilities and the Contractor shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of demolition to avoid possible delays to the Contractor's works. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall notify the City.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.
- D. All reference markings made by the Contractor shall be done with spray chalk or approved equal, and shall be removed by the Contractor when no longer needed.
- E. The Contractor is responsible for any and all damages resulting from insufficient weather protection. Contractor is to coordinate exterior work to avoid damage.
- F. The Contractor shall be completely responsible for the care and condition of the project improvements in their entirety until completion of the maintenance period and acceptance by the City. The Contractor shall provide such watchmen, guards, and security devices as deemed necessary to prevent destruction of property and vandalism.

1.02 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The Contractor shall protect all underground utilities and other improvements, which may be impaired during the Work. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its demolition operations, and to see that such utilities and other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved: In case it shall be necessary to remove from the property any public utility or franchise holder, such utility or franchise holder, will, upon the request of the Contractor, be notified by the City to move such property within a specified reasonable time. When utility lines are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

- C. Where proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement, which is shown the Contractor shall remove, and, without unnecessary delay, temporarily replace or relocate such utility or the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. City's Right of Access: The right is reserved to the City and to the owners of public utilities and franchises to enter at any time upon any public property, right-of-way, or easement for the purpose of making changes in their facilities made necessary by the Work of this contract.
- E. Underground Utilities Shown or Indicated: Existing utility lines that are shown or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the Contractor.
- F. Underground Utilities Not Shown or Indicated: In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the City. If directed by the City, repairs shall be made by the Contractor under the provisions for changes and extra work.
- G. Approval of Repairs: All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the improvement owner before being concealed by backfill or other work.
- H. Maintaining Service: All oil and gas pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, wells, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all operations under the Contract, unless other arrangements satisfactory to the City are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.04 PROTECTION OF TREES, MOWING, IRRIGATION, AND OTHER VEGETATION WITHIN PROJECT LIMITS

- A. General: The Contractor shall exercise all necessary precautions so as not to destroy or damage any trees, or other vegetation, including that landscaping material lying within the project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the City. All existing trees and other vegetation, which become damaged during demolition, shall be trimmed or replaced by the Contractor in consultation with a certified arborist to the satisfaction of the City and/or agency. Tree trimming and replacement shall be accomplished as approved and directed by the Engineer. Refer to Section 01530 and 01535 for repair compensation.

- B. Contractor protection of existing trees, including protective fencing around the tree drip line is required. Refer to Section 01535 “Tree Protection Fencing”.
- C. Replacement: The Contractor shall immediately notify the City and/or other jurisdictional agency if any tree is damaged by the Contractor’s operations. Refer to Section 01530 for repair compensation. If, in the opinion of the City or said other agency, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the City or other jurisdictional agency. The size of the trees shall not be less than 1-inch diameter nor less than 6 feet in height. Fines will be assessed against the Contractor for removal of trees without the prior written approval of the City. The minimum amount of the fine or restitution to the City will be the replacement of the tree removed, with one of equal or greater size and maturity and as approved by the City. Larger fines may be assessed against the Contractor depending on the circumstances and type of tree removed, especially in the case of trees listed in the City’s Historical Tree List.
- D. Mowing: Contractor shall be responsible for the adequate watering, mowing, disease control and/or fertilizing, pest abatement (if necessary), and other maintenance of lawn within the limits of work, and affected by the placement of the temporary construction fence. The temporary construction fence may, in some cases, bifurcate lawn areas or interrupt irrigation to the lawn. The contractor is responsible for continuing adequate irrigation at all times. Affected lawn within or adjacent to the temporary construction fence shall be maintained by the contractor, including mowing no less than once every two weeks, or to maintain a lawn height of no greater than 6” at any time. This shall include areas a minimum of ten (10) feet outside the project limits of work temporary fencing. At no point shall City crews enter the project limits of work to perform maintenance and mowing during the construction period. If City crews are required to enter the site, at the request of the Contractor, or at the direction of the City, due to negligence of the Contractor to perform adequate mowing, the Contractor shall be charged on a time and materials basis, by the City, and the cost for performing mowing and maintenance shall be retained from their contract, and deducted.
- E. Irrigation: All irrigation elements, equipment and components within the project limits, and those elements, equipment and components outside the project limits of work, indicated to remain in working order, shall be the responsibility of the contractor to remain, and be maintained, in working order over the duration of the project, including the plant establishment period. This includes all equipment connected to components within the project limits of work to be removed, relocated, or re-routed. At no point shall City crews enter the project limits of work to perform maintenance on the irrigation system. If City enters the site, at the request of the Contractor, or at the direction of the City due to negligence of the Contractor to perform maintenance, keep the system running, and adequately water existing lawn, trees, and other plant material, the Contractor shall be charged on a time and materials basis, by the City, and the cost for performing said work shall be retained from their contract, and deducted.

1.05 PROTECTION OF ADJACENT STRUCTURES

2. The Contractor shall take steps to protect adjacent structures from damage during all project activities, including, but not limited to, building and construction, hazardous materials removal, salvage/recycling, demolition, basement demolition, backfilling, grading and landscaping operations.
3. Any and all damage to adjacent structures shall be the responsibility of the Contractor.
4. If damage occurs, the Contractor will take immediate steps to remedy the situation in the field.

1.06 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas petroleum products, or other pipelines; all buried electrical power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway right-of-ways the Contractor shall notify the Underground Service Alert Agency (800.227.2600) and the respective authorities representing the owners or agencies responsible for such underground facilities not less than 48 hours prior to excavation so that a representative of said owners or agencies can mark the utility alignment or be present during such work if they so desire.

1.07 MEASUREMENT AND PAYMENT

- A. Full compensation for conforming to the provisions in this section “**Protection of Existing Facilities,**” not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved, including mowing and irrigation of existing sod, and no additional compensation will be allowed therefore.

END OF SECTION

PART 1 – GENERAL1.01 SECTION INCLUDES

- A. Administrative and procedural requirements governing Contractor's selection of products for use in Project.

1.02 RELATED SECTIONS

- A. Section 01300 "Submittals"
- B. Section 01630 "Product Substitutions"

1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change meaning of other terms used in Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in construction industry.
 - 1. Products: Items purchased for incorporation in Work, whether purchased for Project or taken previously purchased stock. Term "product" includes terms "material," "equipment," "system," and terms of similar intent.
 - a. Names Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or lists in manufacturer's published product literature, that is current as of date of Contract Documents.
 - 2. Materials: Products substantially shaped, cut, worked, missed, finished, refined or otherwise fabricated, processed, or installed to form part of Work.
 - 3. Equipment: Product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.04 SUBMITTALS

- A. Product List: Prepare list showing products specified in tabular form acceptable to Construction Manager and Project Landscape Architect. Include generic names of products required. Include manufacturer's name and proprietary product names for each item listed.
- B. Refer to Section 01300 "Submittals"

1.05 QUALITY ASSURANCE

- A. Source Limitations: To fullest extent possible, provide products of same kind from single source.
- B. Compatibility of Options: When given option of selecting between two (2) or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed

surfaces of products that will be exposed to view in occupied spaces or on exterior.

1. *Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.*
2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate on easily accessible surface that is inconspicuous in occupied spaces. Nameplate shall contain following information and other essential operating data:
 - a. Name of product and manufacturer
 - b. Model and serial number
 - c. Capacity
 - d. Speed
 - e. Ratings

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 1. Schedule delivery to minimize long-term storage at site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to site in undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products upon delivery to ensure compliance with Contract Documents and to ensure that products are undamaged and property protected.
 5. Store products at site in manner that will facilitate inspection and measurement of quantity or counting of units.
 6. Store heavy materials away from Project structure in manner that will not endanger supporting construction.
 7. Store products subject to damage by elements above ground, under cover in weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 – PRODUCTS

2.01 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with Contract Documents, that are undamaged and, unless otherwise, indicated, new at time of installation.

1. Provide products complete with accessories, trim, finish, safety guards, and other devised and details needed for complete installation and intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Contract Documents and governing regulations govern product selection. Procedures governing product selection include following:
1. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in Work, but do not restrict Contractor to use of these products only, Contractor may propose any available product that complies with Contract requirements. Comply with Section 01630 to obtain approval for use of unnamed product.
 2. Products Specified by Indicating Basis for Design: Design and approval is based on Systems, products, and assemblies of manufacturer indicated. Equivalent systems, products, and assemblies of other named manufacturers may be used; however, Contractor is responsible for additional approvals required, for coordination with remainder of Contract Documents, and for costs of redesign or recalculation required. Comply with Section 01630 to obtain approval for use of unnamed product.
 3. Descriptive Specification Requirements. Where Specifications describe product or assembly, listing exact characteristics required, with or without use of brand or trade name, provide product or assembly that provides characteristics and otherwise complies with Contract requirements.
 4. Performance Specification Requirements. Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by manufacturer for application indicated.
 - a. Manufacturer's recommendations may be contained in published product literature or by manufacturer's certification of performance.
 5. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with imposed code, standard, or regulation, select product that complies with standards, codes, or regulations specified.
 6. Visual Matching: Where Specifications require matching established Sample, Architect's decision will be final on whether proposed product matches satisfactorily.
 - a. Where no product available within specified category matches satisfactorily and complies with other specified requirements,

comply with provisions of Section 01630 for selection of matching product in another product category.

7. Visual Selection: Where specified product requirements include phase “. . .as selected from manufacturer’s standard colors, patterns, textures. . . “or similar phase, select product and manufacturer that complies with other specified requirements. Architect will select color, pattern, and texture from product line selected.

PART 3 – PRODUCTS

3.01 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer’s instructions and recommendations for installation of products in applications indicated. Anchor each product securely in place accurately located and aligned and other Work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

CITY COUNCIL REFERENCE ONLY

PART 1 – GENERAL**1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for handling requests for substitution made after Intent to Award of Contract.

1.02 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by Contractor after Intent to Award of Contract are considered to be requests for substitutions. Following are not considered to be requests for substitutions:
1. Revisions to Contract Documents requested by Owner, Supervising Construction Coordinator, Project Manager, or Project Landscape Architect.
 2. Specified options of products and construction methods included in Contract Documents.
 3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.
 4. Substitutions requested during bidding period, and accepted by Addendum prior to Intent to Award of Contract, are included in Contract Documents and are not subject to requirements specified in this Section for Substitutions.

1.03 SUBMITTALS

- A. Requests for substitutions will not be considered before selection of Contractor. Substitutions will not be considered when:
1. Indicated on shop drawings or product data submittals without separate formal request.
 2. Requested directly by subcontractor or supplier.
 3. Acceptance will require substantial revision of Contract Documents.
 4. Proposed changes are not in keeping with general intent of Contract Documents.
- C. Requests for substitution will be considered only within thirty-five (35) working days after Contractor selection and Intent to Award to the Contractor. The Contractor hereby agrees that failure to submit alternative product requests within the stipulated time period shall act as a waiver of any future rights to offer such substitutes, and the Contractor hereby agrees to provide one of the specific products called for in the Contract Documents. Other requests will be considered only when:
1. Specified product or method of construction cannot be provided within Contract Time. Supervising Construction Coordinator will not consider request if product or method cannot be provided as result of failure to pursue Work promptly or coordinate activities properly.

2. Subsequent information or changes indicate specified product will not perform as intended.
 3. Requested substitution offers Owner substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities include compensation to Architect for redesign and evaluation services, compensation to Supervising Construction Coordinator for additional processing and evaluation services, increase costs of other construction by Owner, and similar considerations.
 - a. Supervising Construction Coordinator's time shall be compensated a specified for compensation of time in subsequent article titled Modification of Documents.
 4. Specified product or method of construction cannot receive necessary approval by governing authority, and requested substitution can be approved.
 5. Specified product or method of construction cannot be provided in manner that is compatible with other materials and where Contractor certified that substitution will overcome incompatibility.
 6. Specified product or method of construction cannot be coordinated with other materials and where Contractor certifies that proposed substitution can be coordinated.
 7. Specified product or method of construction cannot provide warranty required by Contract Documents and where Contractor certifies that proposed substitution provides required warranty.
- D. Do not order or install substitute products without written acceptance.
- E. Only one (1) request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
- F. Project Manager, or Landscape Architect, will determine acceptability of substitutions.
- G. Submit two (2) copies of each request to the Project Manager, or Landscape Architect, through the Supervising Construction Coordinator. Requests should be on a form entitled "Substitution Request Form". Submit separate form for each substitution, and include the following information, at minimum:
1. Identify products by Specification Section and Article numbers.
 2. Provide manufacturer's name and address, trade name of products, and model or catalog number.
 3. List fabricators and suppliers as appropriate.
 4. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents including independent laboratory testing reports, approval numbers, listings, and approved assembly descriptions as requested by Supervising Construction Coordinator, Project Manager, or Project Landscape Architect, or as required by agencies having jurisdiction.
 5. Attach product data as specified in Section 01300.

6. Give itemized comparison of proposed substitution with specified product, listing variation, and reference to Specification Section and Article numbers.
 7. Give quality and performance comparison between proposed substitution and specified product.
 8. Submit written certification from manufacturer that proposed substitution is appropriate for this application.
 9. List availability of maintenance services and replacement materials.
 10. State effect of substitution on construction schedule, and changes required in other Work or products.
- H. By making request for substitutions, Contractor:
1. Represents that Contractor has personally investigated proposed substitute product and determined that it is equal to or superior in all respects to that specified.
 2. Represents that Contractor will provide same warranty for substitution that Contractor would for that specified.
 3. Will coordinate installation of accepted substitute, making such changes as may be required for Work to be compatible with substrates and adjacent materials, and complete in all respects.
 4. Waive claims for additional time related to substitution which may later become apparent.
 5. Certifies that cost data presented is complete and includes related costs under this Contract, including redesign costs, and waives claims for additional costs related to substitution which may later become apparent.
- I. Modification of Documents: Where substitution required, for proper installation, changes to design of Work as indicated on accepted Shop Drawings, furnish drawings and specifications prepared by and bearing seal of licensed architect and engineers as appropriate, revising Contract Documents.
1. Submit revised Documents for acceptance in accordance with Section 01300, "Submittals".
 2. Revised Drawings: Sufficiently complete for proper installation of substitution and related Work.
 3. If, in the Project Manager, or Landscape Architect's, sole judgment, proposed substitution is of such significance or deals with product or system affecting basic design or aesthetics, Contractor shall pay the Project Manager, or Project Landscape Architect, for changes required to Contract Documents as follows:
 - a. Reimburse Owner for time spent in changing Contract Documents at rate of 2.7 times rate of Direct Personnel Expense (DPE). DPE is defined as direct salaries of personnel engaged on Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contribution and benefits.

4. Contractor: Responsible for cost of revised Documents, obtaining and paying for review and plan check by authorities having jurisdiction, and cost of revised construction.
5. Revised drawings: Submit with Record Documents.

1.04 SUBMITTAL PROCEDURES

- A. Supervising Construction Coordinator's Action: If necessary, Project Manager, or Project Landscape Architect, through Supervising Construction Coordinator, will request additional information or documentation for evaluation within one (1) week of receipt of request for substitution. Supervising Construction Coordinator will notify Contractor of acceptance or rejection of substitution within two (2) weeks of receipt of request of additional information or documentation, whichever is later. Acceptance will be in form of a Field Order or Field Change Order.
 1. Supervising Construction Coordinator, Project Manager, or Landscape Architect, will not make exhaustive attempt to determine products proposed for substitution are equivalent to, or can be modified in order to be equivalent to specified products.
 - a. Where extensive investigation is required by Project Manager, or Landscape Architect, as determined by Supervising Construction Coordinator, Contractor shall reimburse Owner for Supervising Construction Coordinator, Project Manager, or Landscape Architect's time spent in processing additional re-submittals at rate of 2.7 times rate of Direct Personnel Expense (DPE).
 2. Use product specified if the Project Manager, Landscape Architect, or Supervising Construction Coordinator cannot make decision on use of proposed substitute with time allocated.
 3. If accepted by the Project Manager, or Landscape Architect, products proposed for substitution are accepted subject to modifications by manufacturer, if necessary, to meet detailed requirements of Drawings, and Specifications.
- B. For Accepted Products: Submit shop drawings, product data, and samples in accordance with Section 01300.
- C. Contractor's submittal, and Architect's and Supervising Construction Coordinator's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with Contract Documents to not constitute acceptable or valid request of substitution, nor do they constitute approval.

PART 2 – PRODUCTS

Not in use.

PART 3 – EXECUTION

Not in use.

END OF SECTION

PART 1 GENERAL**1.1 SCOPE**

The work includes the furnishing of labor, materials of any kind, tools, equipment, implements, machinery, methods of process, and services necessary to clear and grub the site as shown on the plans, described by these Special Provisions, and as directed by the Engineer. The work shall include, but shall not necessarily be limited to, the following:

- A. Removal and disposing of Sod;
- B. Clearing and Grubbing;
- C. Removal and disposing of existing Park Sign(s) and footings;

1.2 CODES AND STANDARDS

Clearing and grubbing shall conform to the provisions of Section 15, "Existing Highway Facilities," and Section 16, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

1.3 DEFINITIONS

Clearing and grubbing is defined as the removal and clearing of all vegetation shown on plans, logs, upturned stumps, roots of down trees, brush, grass, weeds, and other objectionable material above the natural ground surface.

1.4 SUBMITTALS

Detailed information on methods and sequencing for accomplishing this Work shall be submitted to Project Landscape Architect no later than 10 days prior to commencement.

1.5 JOB CONDITIONS

- A. **UTILITIES:** Underground utilities exist in work areas; use extreme caution. Pothole to verify actual depth/ location of utilities. Notify city Engineer in writing if existing conditions interfere with any construction. Locations shown on the plan are approximate and for general information only. Notify underground service alert (USA) at least 48 hours prior to an excavation on this project (phone: 800-227-2600). Locate and mark all utilities prior to start of construction.
- B. Remove materials carefully, to extent shown or required. Provide neat and orderly junctions between existing and new materials.
- C. Protect from damage existing trees, structures and facilities that are to remain.
- D. Perform Work so as to provide the least interference and most protection to existing facilities and improvements to remain.

1.5 PROTECTION

- A. Provide as necessary to protect public, the Owner's employees, existing finishes, improvements to remain, existing utilities, and adjoining property from damage, all in accordance with applicable regulations.
- B. Dust Palliation: All necessary precautions, including watering, shall be taken to control air-borne dust to within reasonable limits. If serious problems and/or complaints arise due to air-borne dust, and when directed by the Landscape Architect, operations causing such problems shall be temporarily discontinued.
- C. Explosives: Use of explosives will not be permitted.

PART 2 MATERIALS/PRODUCTS

(Not Applicable)

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine areas affected by Work of this Section and verify that any necessary shoring is in place.
- B. Where existing conditions conflict with representations of the Contract Documents, notify the Engineer and obtain written clarification prior to commencement of demolition.
- C. Do not commence Demolition Work until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Lay out cutting work at jobsite and coordinate with related work for which cutting will be required.
- B. Review proposed layout with the Project Landscape Architect prior to performing cutting operations.

3.3 DEMOLITION AND CLEARING

- A. General: All materials resulting from demolition work, except as indicated or specified otherwise, shall become the property of the Contractor and shall be removed from the limits of the site. Store materials that cannot be removed daily in areas specified by the Owner.
- B. Perform all work in accordance with ANSI 10.6, unless otherwise specified.

- C. Remove and dispose of all existing wooden park signs as specified by the drawings:
1. Contractor is responsible for removal of any footings or structures associated with these signs.
 2. Removal of existing groundcover, undesirable vegetative material, all debris, brush, roots, etc, where specified on plan and where necessary for construction. Refer to Section 02300 Earthwork.
 3. Any structures such as concrete curbs, paving and other structures designated to remain that are damaged during the demolition process shall be replaced by the Contractor at no cost to the City.
 4. Remove and dispose of Sod where necessary for construction of project signs, footings and concrete slabs. Sod removed by contractor shall become the property of the contractor and shall be removed from City property.

3.4 CLEAN-UP

Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up spillage from streets and adjacent areas to best of ability. Remove ALL debris that may cause incident to vehicular/pedestrian traffic.

3.5 DISPOSAL

All materials removed shall be disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside of the Highway Right-of-Way," of the Standard Specifications.

3.6 REGULATIONS

Comply with all Federal, State, and Local Agency hauling and disposal regulations.

3.7 MEASUREMENT AND PAYMENT

- A. The lump sum contract price paid for "**Demolition Existing Wooden Sign**" shall include the full compensation paid for for the various items covered by this section, and shall include furnishing all labor, materials, tools, equipment, and incidentals and doing all the work, complete in place as shown on the plans, as required by these Special Provisions, and as directed by the City Engineer.
- B. The contract unit price paid for "**Clearing, Grubbing & Sod Removal**", shall include full compensation for the various items covered by this section, and shall include furnishing all labor, materials, tools, equipment, and incidentals and doing all the work, complete in place as shown on the plans, as required by these Special Provisions, and as directed by the City Engineer.

END OF SECTION

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CITY COUNCIL REFERENCE ONLY

SECTION 02200

EARTHWORK

PART I GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions and Division 1, General Requirements, apply to the work specified in this section.

1.02 DESCRIPTION OF WORK

A. Work Included

All labor, material, power tools, transportation, services and equipment necessary for and properly incidental to the furnishing, installation and completion of all excavation, trench excavation, grading, mounding, filling, backfilling and compaction for the items of work requiring grading as shown or indicated on the drawings specified herein or reasonably to be inferred therefrom.

B. Work Specified Under Other Sections

“Section 02900 Planting”

Consult all other sections, determine the extent and character of related work and properly coordinate work specified herein with that specified elsewhere to produce a complete, finished and workmanlike installation.

C. Application of pre-emergent herbicide in all areas to receive turf, planting, and paving.

1.03 QUALITY ASSURANCE

A. Reference Standards

The following codes and standards are hereby made a part of this section, and all earthwork shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings.

1. Standard Specifications

Where referred to in these Specifications, "Standard Specifications" shall mean the California Caltrans Specifications, 1992 edition, or City of Fremont Standard Specifications, where noted.

2. Percent Compaction

As referred to in these specifications and in accordance with City of Fremont Standard Specifications, percent compaction or relative compaction shall mean the in-place dry density of material expressed as a percentage of the maximum dry density of the same material determined by City of Fremont dry density method. The optimum moisture content corresponding to the maximum dry density shall be determined by the same test.

- B. Requirements of Regulatory Agencies
 - 1. Work shall comply with the latest rules and regulations of local and State agencies having jurisdiction.
 - 2. State and local code requirements shall control disposal of debris.
- C. Allowable Tolerances
 - 1. Grading under this section shall be to a tolerance as follows:
 - a. Areas 4:1 and Flatter
Plus or minus one-tenth of a foot (0.1'). However, the average grade over any one 50 foot square or 50 foot lineal feet of paving shall not vary more than 0.05' from the average grade shown on the drawings.
 - b. Slopes Steeper than 4:1
Plus or minus 0.5'.
 - 2. Horizontal layout shall not vary more than 0.1' from dimensions indicated on the drawings. Make minor field adjustments in the layout as necessary to make radii tangent and curves smooth and flowing as indicated on the drawings.
- D. Definitions
 - 1. Engineered Fill
Soil or soil-rock material approved by Engineer and placed at the site in order to raise grades or to backfill excavations in areas not requiring planting and upon which the Engineer has made sufficient tests and/or that, in his opinion, fill has been placed and compacted in accordance with Specification requirements.
 - 2. Onsite Clean Fill Material
That obtained from required onsite excavation.
 - 3. Import Clean Fill Material
That hauled in from approved offsite borrow areas.
- E. Layout of Work
Refer to Section "01000-General Requirements."

PART 2 MATERIALS

2.01 TOPSOIL

- A. Any soil excavated for site paving, sign footings or electrical trenching can be utilized as topsoil in new planting or sod areas

PART 3 INSTALLATION

3.01 INSPECTION

Check all points of horizontal and vertical control before any work is commenced; also check all lines and levels on the drawings. Should any discrepancies be found on the drawings or in the marks established at the site, immediately notify the Project Landscape Architect in writing so that proper adjustment may be made. The Project Landscape Architect reserves the right to make such minor adjustments in the field as necessary to accomplish the true intent of the drawings and Specifications.

3.02 LINES AND LEVELS

- A. Protect and maintain all existing bench marks and control monuments and stakes and any new bench marks and control monuments and stakes that may be established.
- B. Finish grades shown on drawings are given in feet and decimals of feet, and are to be the top of all graded or paved surfaces. Slope uniformly between given spot elevations unless otherwise indicated.
- C. Transition between slopes and relatively flat areas shall be rounded and gradual.

3.03 DUST PALLIATION

All necessary precautions, including watering, shall be taken to control air-borne dust to within reasonable limits in accordance with Section 1.11 of these Special Provisions. If serious problems and/or complaints arise due to airborne dust, and when directed by the Project Landscape Architect, operations causing such problems shall be temporarily discontinued at no cost to the City.

3.04 SURFACE DRAINAGE

All portions of the work shall be kept free of standing water at all times until all work specified herein is complete. Maintain uniform grades, construct ditches and/or provide and operate pumps as necessary to prevent erosion, softening of compacted surfaces and formation of mud in trenches and excavations. If ditches are required, they shall be constructed, tamped and maintained in a neat, uniform shape.

3.05 SITE PREPARATION

Site shall be cleared of all sod and weeds prior to commencement of excavations and grading.

3.06 EXCAVATION

- A. After sod and weed removal has been completed, excavation of every description and of whatever substances encountered within the limits of the project shall be performed to the lines and grades indicated on the drawings, as contained in Section 3.02 of these Specifications and as required to provide for the various fill materials

under slabs and paving. Excavate for footings to indicated depths or deeper if required for solid bearing. Excavations shall be level at bottoms and loose earth, rubbish, etc., shall be removed.

- B. Unauthorized excavations for footings, etc., carried to greater depths than indicated shall be filled with concrete without additional expense to the city.
- C. Excavations for footings, where possible, shall be made to allow concrete to be poured directly against the side of the excavation without use of side forms.
- D. Where forming is required, excavation shall be sufficient to permit placing and removal of forms. Unnecessary unauthorized excavation shall not be made.
- E. Excavations shall be kept free of water during excavation and until concrete work and backfilling are complete.
- F. The method of excavation used shall meet with the approval of the City Engineer.
- G. Topsoil generated as part of the grading and excavation work will be stockpiled for use in certain areas after completing subgrades.
- H. Excess excavated materials may be spread out throughout the worksite if approved by Project Landscape Architect. Excavated material that is not approved for reuse shall be disposed of off the site at no additional cost to the city. Stockpiling and re-use of topsoil generated from grading and excavation work is considered part of grading operations.
- I. Compact subgrade between 90% minimum and 95% maximum relative compaction prior to placing aggregate base..

3.07 COMPACTED FILL (AGGREGATE BASE)

A. Placement and Compaction

All fill material shall be placed in layers 8 inches or less in loose thickness, conditioned to a moisture content near the optimum moisture content, and compacted to achieve between 90% minimum and 95% maximum relative compaction.

- B. When directed by the City Engineer or where the field moisture content and density tests indicate that the required compaction or moisture content has not been attained, the fill shall be reconditioned as necessary and recompacted to the required density before additional material can be added. The Contractor shall be responsible for placing and compacting approved fill materials in accordance with the Specifications.
- C. Should the Contractor fail to meet the density requirements, he shall reduce his rate of haul or furnish additional spreading and/or compaction equipment or make any other adjustments necessary to achieve a satisfactory fill.
- D. The City Engineer shall be allotted sufficient time to perform the necessary testing to assure that properly placed compacted fill is being obtained, i.e., the filling operations shall be arranged in a way that will permit making necessary control tests for each lift prior to the placing of subsequent lifts.

E. The filling operations shall be continued as specified as above until the fill has been constructed to the grades required on the contract drawings. Areas to receive topsoil will be graded to 6 inches below finish grades shown on the plans; other graded areas will be finished to within one inch of grades shown on the plans.

F. No fill material shall be placed, spread, or compacted during unfavorable weather conditions. When the work is interrupted by heavy rains, filling operations shall not be resumed until field tests by the City Engineer indicate that moisture content and density of the fill are as previously specified.

G. Slopes:

Fills placed on slopes greater than 5 to 1 shall be keyed and benched. The depth of the key shall be determined in the field by the City Engineer during construction. A minimum width of 10 feet will be used for keys and benches. Benches shall be placed every 5 vertical feet in height compaction. The slope of the compacted fill surfaces both during and after grading shall be no steeper than 3 to 1 unless approved by the City Engineer.

3.08 UTILITY TRENCH EXCAVATION AND BACKFILL

A. Depth and Width of Trench

Trenches shall be excavated to such depths as will permit the pipe to be laid at the elevations, slopes, or depths of cover indicated on the drawings, and at uniform slopes between indicated elevations. Whenever cobbles larger than 3 inches in size are present in an earthen bedding, the trench section shall be excavated to the lines required for rock. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated. Trenches shall be excavated with approximately vertical sides between the elevation of the bottom of the pipe and an elevation one foot above the top of the pipe.

B. Trench Excavation to Fill

If pipe is to be laid in embankments or other recently filled material, the fill shall first be brought to final grade or to a height of at least one foot above the top of the pipe, whichever is the lesser. Particular care shall be taken to ensure maximum consolidation of material under the pipe location. The pipe trench shall be excavated as though in undisturbed material.

C. Excavation Near Existing Structures

Attention is directed to the fact that there are pipes, drains, and other utilities in certain locations. Some of these have been indicated on the drawings, but no attempt has been made to show all of the services, and the completeness or accuracy of the information given is not guaranteed.

As the excavation approaches pipes, conduits, or other underground structures, digging by machinery shall be discontinued and the excavation shall be done by means of hand tools, as directed. Such manual excavation, when incidental to normal excavation, shall be included in the work to be done under items involving normal excavation.

Where determination of the exact location of pipe or other underground structure is necessary for doing the work properly, the Contractor may be required to excavate test pits to determine such locations.

D. Preparation of Fill Areas

Before beginning backfilling of any trench, the trench bottom shall be free of loose or disturbed soils, rubbish, trash or other debris. Where cobbles or boulders are encountered on the trench bottom above final grade, these materials shall be removed to provide uniform bedding for the utility lines.

E. Restore all pavement and sidewalks, damaged or cut as a result of excavations, to original conditions in a manner approved by the City Engineer.

F. Trench backfill shall meet City Of Fremont Standard Trench Backfill Specifications. Refer to Section 02721 "Aggregate Base Course".

3.09 TOPSOIL (IF REQUIRED)

A. General: Soils previously excavated from the site, may be re-utilized as topsoil backfill.

B. General: Topsoil shall be placed only on properly ripped subsoil.

C. Moisture content of topsoil shall be such that the soil may be easily worked. Soil shall not be placed or worked if it is excessively wet resulting in high compaction, or dry resulting in excessive dust.

D. Extraneous material such as weeds, wood, and rocks over 2" in diameter shall be removed from the topsoil and disposed of off site

E. Surface of topsoil shall be graded evenly with no irregularities. Thickness of topsoil including soil conditioners shall be 12 inches after water settling in accordance with paragraphs entitled SOIL CONDITIONING and FINE GRADING.

F. City may require removal of site soil and replacement with imported topsoil if site soil is not accepted for use.

3.10 FINE GRADING

A. When weeding, soil preparation, and soil conditioning have been completed and soil has been thoroughly rolled or water settled, all planting areas shall be smooth-graded, ready for sodding. Rocks larger than 2 inches in diameter shall be removed.

B. Grading shall be done when soil is at optimum moisture content for working.

C. Grades

1. Finish grades shall ensure positive drainage of the site. Flow lines shall be not less than 2% or as indicated on the plans.

2. Finish grading shall be consistent and free from undulations, irregularities or depressions. Areas filled by floating loose soil into depressions shall be thoroughly water settled.
3. Tops and toes of all slopes shall be rounded to produce a gradual and natural-appearing transition between relatively level areas and slopes.
4. Mounds shall be formed with gently sloping sides and crowns, and smooth even transitions at the bases so that power mowers can be operated efficiently over all areas. No abrupt changes in slope or contour will be accepted. Contractor shall take special care to feather or taper graded areas to match grade at edge of existing turf.
5. Contractor shall eliminate all erosion scars.
6. Contractor shall request an inspection by the Project Landscape Architect for approval of the final grades prior to seeding, sodding, or planting.

3.11 MEASUREMENT AND PAYMENT

Payment for "Earthwork" is considered to be included in the unit price for the various contract items of work that require excavation, fine grading and topsoil placement, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, complete in place as required by the these Special Provisions, and as directed by the City Engineer or his designee and no additional compensation will be made thereof.

END OF SECTION

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CITY COUNCIL REFERENCE ONLY

PART 1 GENERAL1.01 SECTION INCLUDES

- A. Aggregate base course

1.02 RELATED DOCUMENTS

- A. Section 02200 "Earthwork"
- B. Section 03300 "Cast-in-place Concrete"
- C. Caltrans Standard Specifications, May 2015 edition.

1.03 REFERENCE STANDARDS

A. AASHTO

1. AASHTO M 147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses; American Association of State Highway and Transportation Officials; 1965 (2004).
2. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2001 (2004).

B. ASTM

1. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.
2. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2007.
3. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2007.
4. ASTM D2434: Standard Test Method for Permeability of Granular Soils (Constant Head); 2006.
5. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
6. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2005.

1.04 SUBMITTALS

- A. Refer to Section 01300 - Submittals.
- B. Samples: 5 lb sample of each type of aggregate; submit in air-tight containers to testing laboratory.

- C. Submit samples at least thirty (30) days prior to the use thereof.
- D. Materials Sources: Submit name of imported materials source.
- E. Compaction Density Test Reports.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. Verify that survey bench marks and intended elevations for the Work are as indicated.

PART 2 PRODUCTS

2.01 AGGREGATE BASE (AB)

- A. Caltrans Class 2 3/4 inch aggregate base, conforming to Section 26 of the State of California Department of Transportation Standard Specifications, dated 2010 and shall be placed as base under all surfaces, including concrete paving, deep bands, concrete rat slab, synthetic turf playing surface, and other finished surface materials.
- B. Asphalt grindings that conform to the provisions for 3/4" aggregate base, Caltrans Class 2, in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions may be used under 4 inch and 6 inch concrete flatwork and cast-in-place concrete. The use of asphalt grindings as aggregate base, Class 2, shall be subject to [Section 5-1.14, "Cost Reduction Incentive,"](#) of the Standard Specifications.

Sieve Size	% Passing ASTM C-33 #67
1-1/2" (37.5 mm)	100
1"	100
3/4"	90-100
3/8"	20-55
#4	0-10
#8	0-5
#200	0

- C. Quality Control; Testing for all aggregate base for shall be per Caltrans Standards or per ASTM requirements. If tests indicate materials do not meet specified requirements, change material and retest. Provide materials of each type from same source throughout the Work.
- D. Aggregate base shall be compacted to a minimum of 95 percent relative compaction.
- E. No separate payment shall be made for aggregate base placed beneath concrete or, deep bands. The cost for furnishing aggregate base shall be included in the various

line items listed herein

- F. Recycled base materials may be submitted, but must be tested and approved by the City before it may be used. See “Material Testing for Recycled Material”.

2.02 TRENCH BACKFILL

A. During excavation to subgrade, trench backfill shall be used to fill utility trenches.

B. Refer to Section 02200 for additional information on trench backfill material.

2.03 SOURCE QUALITY CONTROL

A. Testing for all aggregate base for flatwork shall be per Caltrans Standards

B. Testing for all aggregate base for cast-in-place structures requiring special inspection shall be per ASTM requirements.

C. See Section 01450 Quality Control, for general requirements for testing and analysis of aggregate base materials.

D. If tests indicate that materials do not meet specified requirements, change material and retest.

E. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify subgrade has been prepared, inspected, gradients and elevations are correct, and is dry.

3.02 PREPARATION

A. Correct irregularities in subgrade gradient and elevation by scarifying, reshaping, and re-compacting.

B. Do not place aggregate on soft, muddy, or frozen subgrade surfaces.

C. Where required, geotextiles shall be in place prior to placement of aggregate base.

3.03 INSTALLATION

A. Proof-roll subgrade immediately prior to commencement of spreading of aggregate base.

B. Apply pre-emergent to subgrade surface under concrete surfacing, deep bands and synthetic turf surfacing before placement of aggregate base.

C. Spread aggregate over prepared subgrade to a total compacted thickness as shown

on the plans and described in the contract specifications.

- D. Aggregate base material shall be delivered to the subgrade as uniform mixtures.
- E. Each layer shall be spread in one operation.
- F. Material shall be spread upon the prepared subgrade by means of vehicles equipped with approved spreading devices at a uniform quantity per linear foot.
- G. Where the required thickness is 6 inches or less, the base material may be spread and compacted in one layer.
- H. Where the required thickness is more than 6 inches, the base material shall be spread and compacted in 2 or more layers of approximately equal thickness, and the maximum compacted thickness of any one layer shall not exceed 6 inches.
- I. Level and contour surfaces to elevations and gradients indicated.
- J. Compact between 90% relative compaction and 95 percent relative compaction of maximum dry density unless otherwise stated in the geotechnical report included in these Special Provisions.
- K. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- L. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- M. Base shall be firm and unyielding when proof-rolled with heavy, rubber-tired grading equipment prior to continuing construction.
- N. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
- O. Base material placed in areas inaccessible to the spreading equipment may be spread in one or more layers by any means that will make possible the specified compaction and surface.
- P. Segregation of aggregate shall be avoided; the base shall be free from pockets of coarse or fine material.
- Q. Finished base that does not conform to the foregoing requirements shall be reshaped or reworked, watered, and thoroughly re-compacted to conform thereto.
- R. The Contractor shall not allow any completed untreated rock base to be subject to public or construction traffic, except the latter necessary to the completion of the overlying surface courses.

3.05 COMPACTION OF AGGREGATE BASE UNDER ALL CONCRETE

- A. Imported Class 2 aggregate base rock under concrete should be compacted to between 90% relative compaction and 95 percent relative compaction. Compaction criteria will be based on the laboratory procedure ASTM D1557.

3.06 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4 inch.

- C. Variation From Design Elevation: Within 1/2 inch.

3.07 FIELD QUALITY CONTROL

- A. See Section 01450 Quality Control, for general requirements for field inspection and testing.
- B. Compaction density testing will be performed on compacted aggregate base course in accordance with ASTM D1556 and Method C of ASTM D 1557.
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest.

3.08 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

3.09 MEASUREMENT AND PAYMENT

- A. Payment for "Aggregate Base" is considered to be included in the unit price paid for "**City Standard Park Sign "A"**", "**City Standard Park Sign "B" Community**" and "**City Standard Park Sign "B" Neighborhood**" and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, complete in place as shown on the plans, as required by these Special Provisions, and as directed by the City Engineer or his designee and no separate payment will be made therefore.
- B. Payment for "Aggregate Base" is considered to be included in the square foot unit price paid for "**Cast in Place Concrete Paving (w/ 4" CL2 AB)**", and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, complete in place as shown on the plans, as required by these Special Provisions, and as directed by the City Engineer or his designee and no separate payment will be made therefore.

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DIVISION 3-CONCRETE

SECTION 03100 CONCRETE FORMWORK

PART 1 - GENERAL

1.01 SCOPE

Supply and install all formwork for all cast-in-place concrete as shown on the plans and as specified herein.

1.02 COORDINATION

- A. All pipes, sleeves, anchors and bolts, angle frames, inserts, supports, ties and other materials in connection with concrete construction shall be placed and secured in position before the concrete is placed.
- B. The Contractor shall obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete so that provision for their work can be made without delaying the project.
- C. Cutting and/or patching made necessary by failure or delay in complying with these requirements shall be done at no cost to the City.

1.03 CLEAN-UP

During the progress of the work and at the completion of the work, the Contractor must conform to the requirements of Division 1, General Requirements of these Special Provisions.

PART 2 - MATERIALS

2.01 MATERIALS

- A. Forms for Slabs and Exposed Concrete: Forms for flat, exposed surfaces shall be 5-Ply Exterior B-B (Concrete Form) panels conforming to the requirements of U.S. Department of Commerce Product Standard PS 1-66. See requirements for thickness hereinafter. Panels with raised or separated face veneers shall not be used for exposed concrete.
- B. Surface Treatment: Plywood panels shall have a smooth surface treatment to prevent any development of bond or adhesion to concrete and to seal plywood surfaces against moisture. Burke Form Sealer, manufactured by W.J. Burke Company, or approved equal, shall be used and shall be applied in strict accordance with the manufacturer's directions.

- C. Rough Hardware: Nails, bolts, screws, anchors, etc., as shown or needed shall be furnished and set.

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Footings shall rest on firm, undisturbed or compacted soil at a minimum depth below finish or natural grade as stated on the plans.
- B. Forms for concrete shall be complete and of such strength and construction as to prevent any spread, shifting, or settling of same when concrete is deposited therein and tight enough to avoid any leakage or washing out of cement mortar from the concrete.
- C. All forms and false-work shall be designed in a manner so that the stresses in the different members can be determined, including the details. They shall have sufficient rigidity so as to resist deflection more than one-eighth inch (1/8") between supports after the concrete has been placed therein, and to assure a smooth and even appearance of the surfaces. Any plywood forms shall be not less than one-quarter inch (1/4") thick. If necessary to prevent deflections, plywood shall be backed with other material.
- D. Bolts, rods and other approved devices shall be used for internal ties and spreaders. These shall be of such construction that when the forms are removed, no metal shall be within one inch (1") of an exterior face.
- E. Pipes exceeding one-third (1/3) of slab thickness shall not be placed in structural concrete unless approved by the Engineer. Pipes may be placed through structural concrete in sleeves, but may not be embedded therein.
- F. Special care shall be taken that forms are true to the required lines, grades and surfaces so as to give a uniform neat and workmanlike finish to all concrete surfaces and to make form supports of sufficient strength, properly braced and on adequate foundations so that there shall be no settling or distortion when the weight of concrete is added.
- G. All dirt, chips, sawdust, rubbish, water etc., shall be completely removed from the forms by water hosing and air pressure before any concrete is deposited therein. No wooden ties nor blocking shall be left in concrete except where indicated for attachment of other work.
- H. Any wood forms other than plywood shall be thoroughly water soaked before placing any concrete. The wetting of forms shall be started at least twelve (12) hours before concreting.

- I. Upon removal of forms, all bolts, wires for anchoring, etc., shall be either removed, cut off to lengths as directed or left in place for anchorage of other work as specified.
- J. When a concrete pour has been stopped for a sufficient length of time so that shrinkage or warp has separated the forms and the concrete, provisions shall be made to draw the forms into firm contact with the concrete before placing additional concrete. Care must be taken to prevent any shoulder or ledge being formed at a cold joint.
- K. Forms to be reused shall be in good condition and shall be thoroughly cleaned before being reused.
- L. Construction details shall be in conformance with the Standard Specifications and City of Fremont Standard Detail for curb, gutter and sidewalk, except where modified herein, or as detailed on the plans.
- M. Construction joints shall be made and located generally as indicated on the plans and in a manner so as not to impair the strength of the structure and only at locations as approved by the Engineer.
- N. Anchor bolts shall be set into concrete the distance specified by the manufacturer.

3.02 MEASUREMENT AND PAYMENT

Payment for concrete form work is considered to be included in the contract price paid for various concrete items of work that require form work and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work covered in this section, complete in place as shown on the plans, as required by the Special Provisions, and as required by the Engineer, and no separate payment will be made therefor.

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SECTION 03200 CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 SCOPE

Supply and install all reinforcing steel as shown on the plans and as specified herein.

1.02 COORDINATION

This Contractor and other Trades whose work makes it necessary for them to cooperate, shall coordinate their work so as not to interfere with each other. Interferences between items of various Trades shall be resolved before any concrete is poured.

1.03 STORAGE

Reinforcement shall be stored in a manner that will avoid excessive rusting or coating with grease, oil, dirt or other objectionable materials.

1.04 CLEAN-UP

During the progress of the work and at the completion of the work, the Contractor must conform to the requirements of Division 1, General Requirements of these Special Provisions.

PART 2 MATERIALS

2.01 MATERIALS

- A. Reinforcing Mesh shall be ASTM specification A-185, 6" squares, #10 gauge wire.
- B. Reinforcing Steel Bars shall conform to type, size and placement as per details on the drawings.
- C. Reinforcing Steel bars shall be deformed bars, Intermediate Grade, and shall conform to "Standard Specifications for Billet-Steel Bars for Concrete Reinforcement" (ASTM A615, Grade 40).
- D. Supports for reinforcing bars in footings shall be of sufficient strength to adequately support the bars, and shall be of the type approved by the Engineer. Supports or spacers for bars in walls shall be such that exterior face of wall will not be marred when forms are stripped and final finish has been completed.
- E. Tie wire shall be No. 16 American Wire Gauge or heavier, black annealed.

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. All work shall comply with the requirements set forth in the “Manual of Standard Practice for Detailing Reinforced Concrete Structures”, published by the American Concrete Institute except where more exacting requirements are specified in the Contract Documents.
- B. Bars shall be accurately bent and placed as indicated on the plans.
- C. Bars shall be securely fastened and supported so that they may be walked upon without displacement and to prevent movement during placing of concrete.
- D. Any construction joints in members added by the Contractor shall be reinforced as directed by the Engineer at no additional expense to the City.

3.02 PLACING REINFORCING STEEL

- A. Reinforcement shall be placed in accordance with the details in the drawings.
- B. Reinforcement shall be accurately placed and securely tied at intersections with No. 16 gauge black annealed wire. It shall be maintained in proper position by chairs, bar supports, or other approved devices. Bars in footings shall be supported on precast concrete blocks.
- C. Bars shall lap 30 diameters at splices. Splices in adjoining horizontal bars shall be staggered at least six feet (6'). Where this is not feasible, submit suggestions for the Engineer’s consideration. Horizontal bars shall be hooked around corners not less than 24 diameters, with a minimum of twelve inches (12") as per typical details.
- D. Welding of rebar is not permitted unless approved by the Engineer.
- E. Concrete protection of reinforcement shall be not less than the following:
 - 1. Three inches (3") where concrete is poured against ground.
 - 2. Two inches (2") where concrete is poured against forms but may be in contact with ground.
- F. Clear distance between bars shall be not less than one and one-half inches (1-1/2") or one and one-half (1-1/2) bar diameters, not less than one and one-third (1-1/3) times the maximum size of coarse aggregate. Wherever conduits, piping, inserts, sleeves, etc. interfere with the placing of reinforcing steel as shown or called for, the Contractor must consult the Engineer and secure from them the method of procedure before pouring any concrete.

3.03 MEASUREMENT AND PAYMENT

Payment for concrete reinforcement work shall be considered included in the contract price paid for various bid items which require reinforcement and shall include full

compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work covered in this section, complete in place as shown on the plans, as required by the Special Provisions, and as required by the Engineer, and no separate payment will be made therefor.

END OF SECTION

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SECTION 03300 CAST IN PLACE CONCRETE

PART 1 GENERAL

1.01 SCOPE

Supply and install all cast-in-place concrete work as shown on the plans. The work shall include, but shall not necessarily be limited to, the following:

- A. Concrete Paving
- B. Concrete Slab under Monument Signs 'A' and 'B'
- F. Concrete Footings

1.02 DOCUMENTS

- A. Related Sections
 - 1. Section 02200 Earthwork
 - 2. Section 02721 Aggregate Base Course
 - 3. Section 03200 Concrete Formwork
 - 4. Section 03200 Concrete Reinforcement

1.03 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Samples:
 - 1. 21 Days Prior to placement, contractor shall submit to the Project Landscape Architect, three 12-inch square samples of each concrete finish and color using the specified concrete mix.
 - 2. On the basis of review of the samples, the Project Landscape Architect may require minor modifications to be made. Upon request, re-submittal may be required at no cost to Owner.
 - 3. Test Panel: 14 days prior to placement prepare a sample panel at the site, using approved materials. One test panel shall be constructed for each specified concrete mix and finish. Each panel shall be 4-foot x 4-foot square and installed as specified herein. If the test panel does not meet the specifications contained herein, the panel shall be rebuilt at the Contractor's expense for approval by the Project Landscape Architect before proceeding with the work. Once the test panel has been approved, the contractor shall retain the test panel during construction as the standard for judging the completed work

1.04 QUALITY ASSURANCE

- A. All work shall be accomplished using Caltrans Standard Specifications as a reference and standard for quality and performance, and with City of Fremont Standard Detail for curb, gutter, and sidewalk (SD-5).
- B. So-called flat spots or bird baths in the finished surface will not be acceptable. Surfaces must drain and shall not vary more than 1/8 inch in 5 feet on any paved area.

1.05 PRODUCT DELIVERY

- A. Weight and delivery certificates for each load of material shall be delivered to the Engineer.
- B. The delivery certificates shall state the material by the approved material designation, the weight or volume, the date, time and delivery, vehicle name or number.

1.06 COORDINATION

- A. The Contractor shall obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete under this Section so that provision for their work can be made without delaying the project.

1.07 PROTECTION

- A. Protect and prevent damage to adjacent properties and improvements that may be caused by the Contractor's operations.
- B. Cutting and/or patching made necessary by failure or delay in complying with these requirements shall be done at no cost to the City.
- C. Any damage to the finished pavement surface from subsequent construction shall be repaired to a clean, smooth, true and uniform surface. Existing or new paving which has been damaged due to the Contractor's operations, and which cannot be repaired to the satisfaction of the Engineer, shall be removed and replaced at the direction of the Engineer at the Contractor's own expense before final payment is made.
- D. Locate all existing underground utilities including irrigation lines in the areas of work. If existing lines are to remain in place, provide adequate means of protection during construction.
- E. Should uncharted or incorrectly charted existing utilities including irrigation lines be encountered during construction, consult the Engineer immediately for directions as to procedure. Cooperate with City and utility companies in keeping respective services and facilities in operation. Repair damaged utilities or irrigation lines to the satisfaction of the City or utility owner.

- F. Do not interrupt existing utilities including irrigation lines serving facilities occupied and used by the City or others except when permitted in writing by the Engineer, and then only after acceptable temporary utility service or irrigation lines have been provided.

1.06 CONSTRUCTION LAYOUT

Refer to Division 1, General Requirements, Section 01000

1.07 TOLERANCES

- A. Overexcavating beyond the established excavation lines done for the Contractor's convenience shall be backfilled at the Contractor's expense.
- B. Grade to a tolerance of plus or minus one tenth (0.1) of a foot under paved areas.

1.08 DISPOSAL

All materials removed shall be disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside of the Highway Right-of-Way," of the Standard Specifications.

1.09 TESTS AND INSPECTIONS

- A. Tests and inspections shall be performed by the City.

1.10 CLEAN-UP

During the progress of the work and at the completion of the work, the Contractor must conform to the requirements of Division 1, General Requirements of these Special Provisions.

PART 2 MATERIALS

2.01 PORTLAND CEMENT CONCRETE

- A. Concrete shall be Class 2 with not less than 590 pounds of cement per cubic yard of concrete, in conformance with Section 90 "Portland Cement Concrete" of the Standard Specifications, 2015 Edition, and shall have a maximum slump of 4 inches (4") and a maximum aggregate size of 3/4 inch (3/4") and a 2500 psi after 28 days minimum.

2.02 RELATED MATERIALS

- A. Curing compound method for curing concrete: Curing compound shall be non-pigmented complying with Section 90-7.01B of the Standard Specifications.
- B. Non-Shrink Grout: Master Builders "Embeco," Grace "Vibrofoil," Hallemite "PorRok," or approved equal.

2.03 PROPORTIONING AND DESIGN OF MIXES

- A. Submit concrete mix design for Engineer's approval prior to pouring of any concrete.
- B. Produce concrete of required consistency and strength which will present an appearance satisfactory to the Engineer. Color of all exposed concrete shall match color of adjacent existing concrete when dry.

2.04 CONCRETE REINFORCEMENT

Concrete reinforcement shall conform to the requirements of Section 03200 of these Special Provisions.

2.05 CONSTRUCTION JOINT MATERIALS

- A. The wrapping for the free end of dowels shall be 10 mil self-adhesive vinyl tape.
- B. Where applicable caulking shall be gun-grade silicone, or approved equal, suitable to form a dry water barrier. Color to match mortar joints.

2.06 AGGREGATE SUBBASE

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions, Section 02721.

2.07 DOWELS

Rebar for dowels shall be Grade 40, steel reinforcing bars, size as shown on the plans.

2.08 EPOXY GROUT

Epoxy grout shall conform to the provisions in Section 95, "Epoxy" of the Standard Specifications.

PART 3 EXECUTION

3.01 CONCRETE MIXING

- A. Concrete shall be mixed and delivered to the site in conformance with Section 90 of the Standard Specifications.
- B. All concrete shall be kept continuously agitated until discharged into the hopper at the job site.

3.02 CONVEYING AND PLACING CONCRETE

- A. All pipes, sleeves, anchors and bolts, angle frames, inserts, supports, ties and other materials in connection with concrete construction shall be placed and secured in position before the concrete is placed.

- B. Before placing concrete, mixing and conveying equipment shall be wet cleaned, the forms and space to be occupied by concrete shall be thoroughly cleaned, and the forms shall be wetted. Ground water shall be removed until the completion of the work.
- C. No concrete shall be placed in any unit of work until all formwork has been completely constructed, all reinforcement has been secured in place, all items to be built into concrete are in place, and form ties at construction joints tightened.
- D. Concreting, once started, shall be carried on as a continuous operation until the section of approved size and shape is completed. Pour cut-offs must be of approved detail and location.
- E. Concrete shall be handled as rapidly as practicable from the mixer to the place of final deposit by methods which prevent the separation or loss of ingredients. It shall be deposited as nearly as practicable, in its final position to avoid rehandling or flowing. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor shall be dropped freely more than six feet (6'). Concrete shall be deposited to maintain a plastic surface approximately horizontal.
- F. Concrete that has partially hardened shall not be deposited in the work.
- G. All concrete shall be thoroughly and properly compacted using approved mechanical vibrators.
- H. Internal vibration must be by direct action in the concrete and not against forms or reinforcement. Each pour shall be vibrated until the water shows indications of rising, but not until the water has risen.
- I. Along the faces of the forms, suitable tools shall be used during the pour to force large particles away from the forms and bring mortar to the surface of the forms. The responsibility for providing fully filled out, smooth, clean and properly aligned surfaces free from objectionable pockets and blemishes shall rest entirely with the Contractor.

3.03 PROTECTION AND CURING

- A. Concrete shall be protected from injurious action of the elements and defacement of any nature during construction operations. Watchmen will be required at such times as required until concrete has set for a period of ten (10) hours. Damage resulting from the vandalism may require removal and replacement of complete units of work at no cost to the City.
- B. All forms shall be kept sufficiently wet to prevent drying out of the concrete.
- C. All concrete surfaces shall be cured in conformance with the Standard Specifications after concrete is deposited.
- D. Slabs and exposed corners of concrete shall be protected from traffic or use which will damage them in any way.

3.04 DEEP SCORE JOINTS AND EDGES

- A. Location and detail of Deep Score Joints shall be as indicated on the plans, or as specified, and shall be installed to 1/4 depth of the slabs or thickness of curbs and gutters, unless otherwise noted.

Deep Score Joints shall be tooled with 1/4" radius edging tool.

- B. Edges of all exposed vertical surfaces shall be tooled with 1/2" radius edging tool.
- C. All flange marks resulting from tooling of edges shall be trowelled out and designated finish shall continue in its entirety to the beginning of the radius at the edge of the concrete.

3.07 CONCRETE FINISHES

- A. Provide concrete finishes as follows

1. Trowel Finish: Finish surface shall be smooth and clean with no obvious trowel marks.

2. Smooth Form Strip Finish:

- a. Form concrete with materials such as masonite, sheet metal or smooth plywood so as not to impart any form texture on concrete. Vibrate and tamp concrete to eliminate any rock pockets or honey combing. Any flaws in the walls are to be sacked to match color and finish of formed concrete.
- b. Acid wash concrete surfaces after curing as necessary to remove effervescing mineral deposits.

3. Light Broom Concrete Finish:

- a. Forms for light broom finish concrete shall be constructed with materials to give a smooth, uniform finish to the concrete. Use masonite or sheet metal. Vibrate concrete to insure complete settlement of concrete and elimination of rock pockets and honeycombing.
- b. Air entraining agent: To conform to Section 90 4.07 of the Caltrans Standard Specifications, such as Edoco or approved equal. Add at the rate of three to six (3 6) fl. oz./cu. yd. during mixing period.
- c. Brooming shall be the same consistent direction across the site aligned with the Deep Score Joints and so executed that the such corrugations visible to the eye will be uniform in character and width.
- d. Design Intent: The final appearance of the light broom concrete finish shall not have a visible broom pattern. The broom finish should be almost invisible; and just enough to provide traction.

3.08 PATCHING AND CLEANING

- A. After forms are removed, the Engineer shall inspect all concrete surfaces. All surface defects, including projecting fins, bolts, form ties, nails, etc., not necessary for the work, shall be removed or cut back one inch (1") from the surface, and joint marks and fins in exposed work shall be smoothed off and cleaned as directed and to the satisfaction of the Engineer.
- B. Defects in concrete work shall be repaired or removed as directed and to the satisfaction of the Engineer. Voids and stone pockets shall be chipped to a depth of at least one inch (1") or more, as required, to remove all loose material with the edges perpendicular to the surface and parallel to form markings. Voids, honeycombs, surface out of line, level or plumb, foreign matter, cracks, surface irregularities, form impressions, chipped areas, etc., shall be filled by patching, gunite and/or rubbing, or replaced as directed by the Engineer. Repaired surfaces shall duplicate the appearance of the unpatched work.
- C. Clean exposed concrete surfaces and adjoining work stained by the leakage of concrete to meet the approval of the Engineer.

3.09 WORKMANSHIP

- A. Concrete shall be constructed on a graded and prepared subgrade and rock base as shown on the plans and as specified in these Special Provisions and in accordance with Caltrans Standard Specifications except that references to measurement and payment shall not be applicable to this work.
- B. Concrete paving shall be constructed with construction joints as shown on the plans, minimum every 20 feet, and weakened plane (score) joints minimum every 10 feet, or as needed. Weakened plane joints shall be 1/4 of the depth of the concrete and may be made with a grooving tool that rounds the edges of the joint.
- C. Dowels shall be provided at construction joints on concrete paths and shall be twelve inches (12") long rebar placed at spacings of two foot (2') on center. One end of dowel shall be wrapped in felt.
- D. Concrete shall be constructed with very light broom finish unless otherwise indicated on the plans. Surfaces shall be troweled smooth then given a transverse scored texture by drawing a hair broom across the surface. The operation shall follow immediately after the first steel troweling and while the surface is still sufficiently soft to be marked by the broom. The texturing shall be run in a continuous motion from edge to edge or joint to joint.
- E. The concrete work shall conform to the requirements of Division 3 of these Special Provisions and the Standard Specifications.
- F. The second paragraph in Section 25-1.05, "Compacting," of the Standard Specifications is amended to read:

The relative compaction of each layer of compacted base material shall be not less than 90 percent.

- G. The upper six inches (6") of native subgrade under concrete shall be compacted to at least 90 percent relative compaction.
- H. Remove and dispose of all excess earth, rock, and debris before placing the aggregate base.

3.09 MEASUREMENT AND PAYMENT

Payment for "Cast in Place Concrete" work for concrete footings and concrete paving is considered to be included in the contract unit price paid for bid items "City Standard Park Sign "A" ", "Community Park City Standard Park Sign "B"", and "Neighborhood Park City Standard Park Sign "B"" which require concrete footings and concrete paving and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work covered in this Section, complete in place as shown on the plans, as required by the Special Provisions, and as required by the Engineer, and no separate payment will be made therefor.

END OF SECTION

CITY COUNCIL REFERENCE ONLY

SECTION 03400 PRE-CAST CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions and Division 1, General Requirements, apply to the work specified in the Section.
- B. Refer to the following sections , determine the extent and character of related work, and coordinate all work to produce a complete, properly constructed product.
 - Section 03100 Concrete Formwork
 - Section 03200 Concrete Reinforcement
 - Section 03300 Cast-In-Place Concrete
 - Section 04200 Park Sign and Cobblestone Pilaster

1.02 SCOPE

The work includes the furnishing of all labor, materials, equipment, and services necessary to install the following:

- A. Pre-cast Concrete Park Sign for City Standard Park Sign “A” as shown on the drawings, and specified herein.
- B. Pre-cast Concrete Park Sign for City Standard Park Sign “B” as shown on the drawings, and specified herein.

1.03 QUALITY ASSURANCE

- A. All work shall be accomplished using Standard Specifications as a reference and standard for quality and performance, and with City of Fremont Standard.
- B. Poured-in-Place Concrete: Conform with all applicable of the State Specifications.
- C. Any surfacing requiring patching shall be patched so that the surface is consistent and uniform throughout, matching the surface adjacent to the patched area.

1.04 SUBMITTALS

- A. Prior to placing order for pre-cast concrete products contractor shall provide 6 sets of shop drawings from manufacturer showing all pre-cast concrete products including the following items:
 - 1. Precast Concrete Park Sign Condition “A”
 - 2. Precast Concrete Park Sign Condition “B” Community Park
 - 3. Precast Concrete Park Sign Condition “B” Neighborhood Park
 - 4. Precast Concrete Pilaster Cap.

B. The shop drawings shall show all dimensions, fixing systems, color and finish as shown on the details of the drawings.

C. Contractor shall provide samples of color and finish.

1.04 PRODUCT DELIVERY

A. Store pre-cast concrete above ground on level platforms, which allow air circulation under stacked units.

B. Location to be verified with Project Landscape Architect OR unless otherwise information provided.

1.05 PROTECTION

A. Protect and prevent damage to adjacent properties and improvements that may be caused by the Contractors operations.

B. Protect and prevent damage or danger to on-site improvements.

C. Any damage to the finished pavement surface from subsequent construction shall be repaired to a clean, smooth, true and uniform surface. Existing or new paving which has been damaged due to the Contractors operations, and which cannot be repaired to the satisfaction of the Engineer, shall be removed and replaced at the Contractors own expense before final payment is made.

PART 2 - PRODUCTS

2.01 PRE-CAST CONCRETE:

A. City Standard Park Sign – ‘A’: Sign shall be Model No. Q-7S (Custom City Sign) and Pilaster Cap shall be Model No. Q-G24PC as manufactured by Quick Crete Products Corp., Norco, CA (951) 737-6240 x260 (Contact: Elisabet Bracamontes - Reference Work Order #142725). The sign and pilaster shall be installed as per manufacturer’s specifications and in accordance with the details as shown on the plans. Contractor to submit Color sample to Project Landscape Architect for approval prior to ordering.

B. Community Park - City Standard Park Sign – Condition ‘B’_: Sign shall be Model No. Q-7S (Custom City Sign) and Pilaster Cap shall be Model No. Q-G24PC and as manufactured by Quick Crete Products Corp., Norco, CA (951) 737-6240 x260 (Contact: Elisabet Bracamontes - Reference Work Order #142725). The sign and pilaster shall be installed as per manufacturer’s specifications and in accordance with the details as shown on the plans. Contractor to submit Color sample to Project Landscape Architect for approval prior to ordering.

- C. Neighborhood Park - City Standard Park Sign – Condition ‘B’_: Sign shall be Model No. Q-7S (Custom City Sign) and Pilaster Cap shall be Model No. Q-G24PC and as manufactured by Quick Crete Products Corp., Norco, CA (951) 737-6240 x260 (Contact: Elisabet Bracamontes - Reference Work Order #142725). The sign and pilaster shall be installed as per manufacturer’s specifications and in accordance with the details as shown on the plans. Contractor to submit Color sample to Project Landscape Architect for approval prior to ordering.
- D. Precast Concrete Pilaster Cap shall be Model No. Q-G24PC and as manufactured by Quick Crete Products Corp., Norco, CA (951) 737-6240 x260 (Contact: Elisabet Bracamontes - Reference Work Order #142725). The pilaster shall be installed as per manufacturer’s specifications and in accordance with the details as shown on the plans. Contractor to submit Color sample to Project Landscape Architect for approval prior to ordering.

2.02 REINFORCEMENT

Concrete reinforcement shall conform to the requirements of Division 3 of these Special Provisions and the details on the plans.

2.03 MOUNTING SYSTEM

Provide all hardware necessary to mount signage (at both Park Sign Conditions ‘A’ + ‘B’) as per manufacturer’s specifications, the details on the drawings and the approved shop drawings.

PART 3 - EXECUTION

3.01 INSPECTION

A. Conditions of Surfaces: Inspect foundations to assure surfaces to support columns are as follows:

1. To proper grades and elevations.
2. Free of all dirt and other deleterious material.
3. All surfaces not properly prepared have been satisfactorily corrected.

3.02 PREPARATION

Prior to erection of pre-cast concrete products ensure that all threaded rods and reinforcement have been installed in accordance in the footing with the approved shop drawings and conform to the location, type and size of recessed insert coils in the pre-cast concrete.

3.03 INSTALLATION

- A. All pre-cast concrete products shall be installed true and plumb.
- B. Reinforcement shall be provided for as shown on the drawings and as directed by the Engineer and/or according manufacturer's recommendations/specifications.
- C. Install bolts, anchors, inserts as required by manufactures specifications, the details on the drawings and the approved shop drawings. Solidly grout any exposed spaces around built-in items.

3.04 CLEAN-UP

- A. At completion of work and/or when directed by Project Landscape Architect, remove all surplus material, debris and rubbish resulting from work under this Section from the site.

3.05 MEASUREMENT AND PAYMENT

- A. Payment for "Pre-Cast Concrete" work is considered to be included in the contract unit price paid for bid items "City Standard Park Sign "A" ", "Community Park City Standard Park Sign "B"", and "Neighborhood Park City Standard Park Sign "B"" which require precast concrete medallians, pilaster caps and custom precast concrete signs and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work covered in this Section, complete in place as shown on the plans, as required by the Special Provisions, and as required by the Engineer, and no separate payment will be made therefor.

END OF SECTION

DIVISION 4-MASONRY

SECTION 04200 PARK SIGNS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- C. The general provisions of the Contract, including General and Supplementary Conditions and Division 1, General Requirements, apply to the work specified in the Section.
- D. Refer to all other sections, determine the extent and character of related work, and coordinate all work to produce a complete, properly constructed product.

1.02 DESCRIPTION OF WORK

The work includes the furnishing of all labor, materials, equipment, and services necessary to complete reinforced concrete masonry unit (CMU) pilaster with cobblestone facing, and related work as shown on the drawings, and specified herein.

1.03 QUALITY ASSURANCE

- A. All work shall be accomplished using Standard Specifications as a reference and standard for quality and performance, and with City of Fremont Standard.

1.04 SUBMITTALS

- B. Cobblestone: Submit six (6) cobblestone samples representative of the color and texture variations to the Project Landscape Architect for written approval prior to ordering any of the cobbles.
- C. Install on site, a test panel approximately three (3) ft. by three (3) ft. in size. Sample shall show pattern, mortar, and character of joining, and once approved, panel shall be referred to as a standard to which cobblestone pilaster shall conform.

1.04 PRODUCT DELIVERY

- C. Store masonry units and cobblestone above ground on level platforms, which allow air circulation under stacked units.

1.05 PROTECTION

- A. Protect and prevent damage to adjacent properties and improvements that may be caused by the Contractors operations.

- B. Protect and prevent damage or danger to on-site improvements.
- C. Any damage to the finished pavement surface from subsequent construction shall be repaired to a clean, smooth, true and uniform surface. Existing or new paving which has been damaged due to the Contractors operations, and which cannot be repaired to the satisfaction of the Engineer, shall be removed and replaced at the Contractors own expense before final payment is made.

PART 2 - PRODUCTS

2.01 PRECAST CONCRETE:

- E. City Standard Park Sign – ‘A’: Sign shall be Model No. Q-7S (Custom City Sign) and Pilaster Cap shall be Model No. Q-G24PC as manufactured by Quick Crete Products Corp., Norco, CA (951) 737-6240 x260 (Contact: Elisabet Bracamontes - Reference Work Order #142725). The sign and pilaster shall be installed as per manufacturer’s specifications and in accordance with the details as shown on the plans. Contractor to submit Color sample to Project Landscape Architect for approval prior to ordering.
- F. City Standard Park Sign – Condition ‘B’_Community: Sign shall be Model No. Q-7S (Custom City Sign) and Pilaster Cap shall be Model No. Q-G24PC and as manufactured by Quick Crete Products Corp., Norco, CA (951) 737-6240 x260 (Contact: Elisabet Bracamontes - Reference Work Order #142725). The sign and pilaster shall be installed as per manufacturer’s specifications and in accordance with the details as shown on the plans. Contractor to submit Color sample to Project Landscape Architect for approval prior to ordering.
- G. City Standard Park Sign – Condition ‘B’_Neighborhood: Sign shall be Model No. Q-7S (Custom City Sign) and Pilaster Cap shall be Model No. Q-G24PC and as manufactured by Quick Crete Products Corp., Norco, CA (951) 737-6240 x260 (Contact: Elisabet Bracamontes - Reference Work Order #142725). The sign and pilaster shall be installed as per manufacturer’s specifications and in accordance with the details as shown on the plans. Contractor to submit Color sample to Project Landscape Architect for approval prior to ordering.
- H. Precast Concrete Pilaster Cap shall be Model No. Q-G24PC and as manufactured by Quick Crete Products Corp., Norco, CA (951) 737-6240 x260 (Contact: Elisabet Bracamontes - Reference Work Order #142725). The pilaster shall be installed as per manufacturer’s specifications and in accordance with the details as shown on the plans. Contractor to submit Color sample to Project Landscape Architect for approval prior to ordering.

2.04 CONCRETE MASONRY UNITS AND COBBLESTONE

- A. Concrete masonry unit shall be 8x8x16 nominal dimension with solid grout and shall be hollow load bearing and shall conform to ASTM Designation: C90, Grade N-II.

- B. Cobblestone shall be 4 inches to 6 inches (only) size, Noyo Cobblestone, available at U-Save Rockery, Hayward, (510) 471-0755, or approved equal. The cobblestone color shall be varying natural tones ranging from medium dark grays to light-medium browns/tans. Cobble shall be smooth round and free of cracks, chips, and concave depressions.

2.05 MORTAR MATERIALS

- A. The Portland cement for the grout and mortar shall conform to Section 90-2.01, "Portland Cement" of the Standard Specifications or shall conform to ASTM Designation: C-150, Type II. Hydrated lime shall conform to ASTM Designation C207, Type S.
- B. Mortar shall be commercial quality. Mortar for laying masonry units shall consist, by volume, of one part Portland cement, ¼ to ½ parts of hydraulic lime, and 2-1/4 to 3 parts of mortar sand. Sufficient water shall be added to make a workable mortar. Each batch of mortar shall be accurately measured and thoroughly mixed. Mortar shall be freshly mixed as required. Mortar shall not be retempered more than one hour after mixing.
- C. Aggregate for grout use to fill masonry units shall conform to the provisions for fine aggregate and course aggregate in Section 90-2.02, "Aggregates," and 90-3, "Aggregate Gradings," of the Standard Specifications, except that the grading for course aggregate shall be as follow:

Sieve Sizes	Percentage Passing
½"	100
3/8"	85-100
No. 4	0-30
No. 8	0-20

- D. Grout for filling masonry units shall consist, by volume of one part Portland cement, 0 to 1/10 parts of hydrated lime, 3 parts of fine aggregates and 2 parts of course aggregate. Grout shall have sufficient water added to cause it to flow without segregation into all voids that are to be filled. Proportioning of the aggregates is based on loose air-dried aggregates.

2.06 REINFORCEMENT

Concrete reinforcement shall conform to the requirements of Division 3 of these Special Provisions.

PART 3 - EXECUTION

3.01 INSPECTION

- B. Examine the substrate under which the concrete masonry units are to be installed. Notify Engineer, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
- C. Conditions of Surfaces: Inspect foundations to assure surfaces to support masonry are as follows:
 - 4. To proper grades and elevations.
 - 5. Free of all dirt and other deleterious material.
 - 6. All surfaces not properly prepared have been satisfactorily corrected.

3.02 PREPARATION

Roughen foundation bed by sandblasting or other means. Clean and saturate with water before laying units.

3.03 INSTALLATION

- D. Concrete masonry unit construction shall be true and plumb. Recess in the units for horizontal reinforcement shall be provided.
- E. Reinforcements shall be provided for the concrete masonry units as shown on the drawings and as directed by the Engineer.
- F. Use masonry saws to cut and fit masonry units. Do not use chipped or cracked units
- G. Ensure masonry units are clean and free of dust, including dust from cutting, dirt, and other foreign materials before laying.
- H. Do not wet units, except in hot, dry weather when units are warm to touch; wetting of surface with light for spray will be permitted.
- I. Adjust masonry unit to final position while mortar is soft and plastic. If units are displaced after mortar has stiffened, remove, clean joints and units of mortar, and re-lay with fresh mortar.
- J. Fully embed all reinforcement in grout.
 - 1. Do not embed in mortar or mortar joints.
 - 2. Lap bars a minimum of 40 bar diameters.

- K. All cells in the hollow unit masonry shall be filled solidly with grout. All grout shall be consolidated at time of curing by puddling or vibrating.
- L. Install bolts, anchors, inserts as masonry work progresses. Solidly grout spaces around built-in items.
- M. Cobblestone shall be washed clean, free of dust, dirt, and other foreign materials before laying.
- N. Each cobblestone shall be positioned to expose the aesthetically best appearing side of the cobblestone.
- O. Set cobblestone 2/3 of the diameter into the mortar. The stones shall be place tight against one another with a minimum of mortar interstice and random pattern of sizes and colors as shown on the drawing, and specified herein.
- P. Excess mortar in between the joints of the cobbles shall be carefully removed and disposed of. No protrusion of mortar will be allowed.

3.04 MEASUREMENT AND PAYMENT

- B. The contract unit price paid for **“City Standard Park Sign ”A” ”**, **“City Standard Park Sign “B” Community”**, **“City Standard Park Sign “B” Neighborhood”** and **“Precast Concrete Pillar Cap”** of the Unit Price Schedule, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work covered in this section complete in place as shown on the plans, as required by these Special Provisions, and as directed by the Engineer.

END OF SECTION

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CITY COUNCIL REFERENCE ONLY

DIVISION 16 - ELECTRICAL

Section 16010 ELECTRICAL

PART 1 - GENERAL

1.01 CONDITIONS & REQUIREMENTS

- A. Refer to the General Conditions, Supplementary Conditions and Division 1 - General Requirements.

1.02 SCOPE OF WORK

- A. Furnish and install all materials and equipment and provide all labor required and necessary to complete the work shown on the drawings and/or specified in this Section and all other work and miscellaneous items, not specifically mentioned, but reasonably inferred for a complete installation including all accessories and appurtenances required for testing the system. It is the intent of the drawings and specifications that all systems be complete, and ready for operation.

Work includes, but not limited to the following:

1. New underground wiring, trenching and backfill.
2. New up-light for the Identification Signage.
3. Connect new lighting equipment to existing light poles.

- B. Definitions (Applicable to Drawings and Specifications):

1. Below Grade: Buried in ground or embedded in concrete slab on grade.
2. Connect: Complete hookup of item with required services, including conduit, wires, and other accessories.
3. Furnish: Supply and deliver complete.
4. Install: Place, secure, and connect as required to make fully operational.
5. Provide: Furnish and install as defined above; perform work.
6. Underground: Buried in ground, including under concrete paving.
7. Use (Verb): Furnish and install as defined above.
8. Wiring: Electrical raceway, conductors, and connections.

1.03 CODE COMPLIANCE

- A. All work and materials shall comply with the latest rules, codes, and regulations, including, but not limited to the following:
1. Occupational Safety and Health Act Standards (OSHA).
 2. NFPA #70: National Electric Code (NEC).
 3. NFPA #101: Life Safety Code.
 4. All other applicable Federal, State and Local laws and regulations.

- B. Code compliance is mandatory. Nothing in these Drawings and Specifications permits work not conforming to these codes. Where work is shown to exceed minimum code requirements, comply with drawings and specifications.
- C. No work shall be concealed until after inspection and approval by proper authorities. If work is concealed without inspection and approval, the Contractor shall be responsible for all work required to open and restore the concealed areas in addition to all required modifications.

1.04 LICENSE, FEES AND PERMITS

- A. Arrange for required inspections and pay all license, permit, and inspection fees.
- B. Submit Utility applications and pay all utility charges.

1.05 CONDITIONS AT SITE

- A. Visit to site is required of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.
- B. Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the Owner to complete satisfaction of the Owner.

1.06 DRAWINGS AND SPECIFICATIONS

- A. All drawings and all Divisions of these specifications shall be considered as a whole and work of this Division shown anywhere therein shall be furnished under this Division.
- B. Drawings are diagrammatic and indicate the general arrangement of equipment and wiring. Most direct routing of conduits and wiring is not assured. Exact requirements shall be governed by architectural, structural, and mechanical conditions of the job. Consult all other drawings in preparation of the bid. Extra lengths of wiring or addition of pull or junction boxes, etc., necessitated by such conditions shall be included in the bid. Check all information and report any apparent discrepancies before submitting bid.
- C. Right is reserved to make changes of up to 10' in location of any outlet or equipment prior to roughing-in without increasing contract cost.

1.07 SAFETY AND INDEMNITY

- A. Safety: The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance

of the work. This requirement will apply continuously and not be limited to normal working hours. No act, service, drawing review, or construction review by the Owner, the Architect, or their Consultants, is intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

- B. Indemnity: The Contractor will hold harmless, indemnify, and defend the Owner, the Architect, their Consultants, and each of their officers, employees and agents, from any and all liability claims, losses or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner, the Architect, and their Consultants, and each of their Officers, Employees and agents.

1.08 RECORD DRAWINGS

- A. Contractor shall obtain a complete record set of reproducible transparencies from the City. This shall be corrected daily to show all changes from original contract drawings and shall be kept on the job. This set of reproducible, clearly and neatly marked, shall be delivered to the City upon completion of the job.
- B. Prior to closing the project, the contractor shall obtain a soft copy of the contract drawing from the City for the preparation of the As-Built drawings, and update the drawings to represent the current field conditions. The drawings shall clearly identify all dimensions of the new underground utilities. Submit three (3) copies full size drawings and two (2) AutoCAD As built drawings.

1.09 GUARANTEE

- A. Guarantee the installation free from defects of workmanship and materials for a period of one (1) year after Date of Certificate of Final Payment, and promptly remedy any defects developing during this period, without charge.

1.10 ACCEPTANCE DEMONSTRATION

- A. Upon completion of the work, at a time to be designated by the Owner, the Contractor shall demonstrate for the Owner the operation of the electrical installation, including any and all special items installed by him or installed under his supervision.

1.11 SUBSTITUTIONS

- A. Wherever possible, more than one manufacturer has been listed for various items of equipment, any one of which will be acceptable. Base the bid on use of materials specified. If, after award of the Contract, a substitute is proposed, the request for permission to substitute shall be accompanied with a statement of the amount of money to be returned to the contract if the substitution is permitted.

The Architect is the sole judge of acceptability of proffered substitutions. If a substitute item is permitted, and any redesign effort is thereby necessitated, the required redesign shall be at the Contractor's expense.

1.12 SHOP DRAWINGS

- B. Submit shop drawings and product descriptive literature for review.

Time: 7- calendar days after award of contract.

Quantity: 5 - copies each.

- C. All proposed deviations from specifications must be clearly listed under a prominent heading entitled "DEVIATIONS".
- D. Purpose of review of submittals is for check of general compliance with information given in contract documents. Each review and/or addition of notations and comments does not relieve Contractor from compliance with requirements of project contract documents.
- E. Contractor shall be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction. Where dimensions of proposed equipment differ significantly from that shown on contract documents, Contractor shall submit scaled drawings showing proposed layout of equipment with shop drawing submittal.

1.13 WORKMANSHIP AND CONTRACTOR'S QUALIFICATIONS

- F. Only quality workmanship will be accepted. Haphazard or poor installation practice will be cause for rejection of work.
- G. Provide foreman in charge of this work at all times.

1.14 COORDINATION

- H. Coordinate work with other trades to avoid conflict and to provide correct rough-in and connection for equipment furnished under other trades that require electrical connections. Inform Contractors of other trades of the required access to and clearances around electrical equipment to maintain serviceability and code compliance.
- I. Verify equipment dimensions and requirements with provisions specified under this Section. Check actual job conditions before fabricating work. Report necessary changes in time to prevent needless work. Changes or additions subject to additional compensation, which are made without written authorization and an agreed price, shall be at Contractor's risk and expense.

1.15 CUTTING AND PATCHING

- J. All cutting and patching required for work of this Division is included herein. Coordination with General Contractor and other trades is imperative. Contractor shall bear the responsibility for and the added expense of adjusting for improper holes, supports, etc.

1.16 EXISTING UNDERGROUND UTILITIES AND SERVICES

- K. Locations of existing utilities, where shown, were established from best available information. Assume that this information is approximate. Contractor shall verify exact locations and depths before starting work. Should, during the course of the work, conditions are found different than indicated, notify Architect immediately. Use extreme caution so as not to damage or break lines that are in use. If breakage does occur, Contractor shall be responsible for all damage and repairs resulting therefrom. All unusual conditions with respect to existing facilities shall be brought to Architect's attention immediately.

PART 2 - PRODUCTS

2.01 TRENCHING AND BACKFILL

- A. See Section 02721, Paragraph 2.02

2.02 MATERIAL APPROVAL

- B. All materials must be new and bear Underwriters' Laboratories label. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory or a governmental agency.
- C. Material not in accordance with these Specifications may be rejected either before or after installation.

2.03 CONDUITS AND OTHER RACEWAYS

- D. Electrical Metallic Tubing (EMT): Electro-galvanized or sherardized.
- E. Plastic: Schedule 40 PVC, approved for use as non-metallic raceway for 90 degree Centigrade conductors. Carlon, CertainTeed, or Kraloy.
- F. Provide fittings and accessories approved for the purpose equal in all respects to the conduit or raceway. EMT connectors and couplings shall be steel setscrew type indoors and steel compression type outdoors.

2.04 WIRES AND CABLES

- G. For power and lighting systems 600 Volts or less:
 - 1. Conductor: Shall be stranded copper. Minimum size shall be #12 AWG.
 - 2. Insulation Type: Shall be THWN for wet or underground locations, and THHN for dry locations. Grounding wire shall be Type TW or same type insulation as circuit conductors.

2.05 OUTLET BOXES, JUNCTION BOXES, AND PULL BOXES

- H. Outlet Boxes: Shall be hot-dipped, galvanized or sherardized of required size, 4" square, minimum, for flush mounted devices and lighting fixtures. Cast type with gasketed covers for outdoor or wet locations.
- I. Junction Boxes and Pull Boxes: Use outlet boxes with appropriate covers as junction boxes wherever possible. Larger junction boxes and pull boxes shall be fabricated from sheet steel, sized according to code, with screw-on covers, finished gray baked enamel.

2.06 LIGHTING FIXTURES, LAMPS AND BALLASTS

- J. General: Furnish and install all fixtures complete, including lamps and ready for service.
- K. Fixture Designation: Fixture type L2: Recessed in-grade adjustable low voltage LED up-light by BK Lighting. 360 degree optical adjustment. UL listed for use in wet location. Remote mounted 120V to 12V transformers to be provided and located at utility pull boxes as required. Brass well cover, cast construction with slotted flow through design. Shock resistant tempered secondary glass. Fully enclosed water-proof wire way and integral heat sink. Minimum 50,000 hour rated life at 70% of initial lumens (L70). Tamper resistant stainless steel hardware. Stainless steel aiming bracket with positive locking screw permits up to 35 degrees vertical adjustment from nadir.
- L. Lamps: 3000K color temperature unless indicated otherwise..

Shop drawing submittals shall include catalog cuts and photometric data in a brochure with index.

2.07 MISCELLANEOUS MATERIALS

- A. Handholes: Shall be sized as indicated, pre-cast concrete type with structurally reinforced roadway type bolt-down galvanized steel covers and required extension collars. Units shall be provided with concrete bottoms and sumps. Handholes shall be left in a clean condition with all debris removed and with all cables supported on approved cable supports. All stubs for handholes shall be concrete-encased and shall extend 5' beyond handhole. Acceptable products by Brooks, Christy or Quickset. Provide dividing barrier 1/8" THK PVC brand to

separate wiring of different voltage. Provide labels to identify different voltage ratings.

3 EXECUTION

3.01 GENERAL

- B. Electric system layouts indicated on the drawings are generally diagrammatic, but shall be followed as closely as actual construction and work of other trades will permit. Govern exact routing of cable and wiring and the locations of outlets by the structure and equipment served. Take all dimensions from architectural drawings.
- C. Consult all other drawings. Verify scales and report any dimensional discrepancies or other conflicts to Architect before submitting bid.
- D. Avoid cutting and boring holes through structure or structural members wherever possible. Obtain prior approval of Architect and conform to all structural requirements when cutting or boring the structure is necessary and permitted.
- E. Furnish and install all necessary hardware, hangers, blocking, brackets, bracing, runners, etc., required for equipment specified under this Section.
- F. Provide necessary backing required to insure rigid mounting of outlet boxes.

3.02 WIRING METHOD

Install all wiring in raceway, unless specifically shown otherwise.

- G. Conduit shall be rigid steel, IMC, EMT, or plastic as follows:
 - 1. Above ground: Use rigid steel, IMC, or EMT.
 - a. Wet locations: Rigid steel or IMC only.
 - b. Locations subject to mechanical injury: Rigid steel or IMC only.
 - c. In concrete walls or block walls: Rigid steel or IMC only.
 - d. Dry locations and those not subject to mechanical injury: EMT, IMC, or rigid steel conduit.
 - 2. Underground, Under paving: Use rigid steel or plastic.
 - a. Rigid steel conduit shall be encased in 3" minimum concrete envelope and may be used for all services.
 - b. Other plastic conduits shall be installed on 2" sand base and covered by 2" sand backfill. In planting areas provide 2" concrete cap. Multiple runs shall maintain 3" minimum separation between runs.
 - c. Do not install plastic conduit in rock base.

3. Make all risers to grade with rigid steel conduit and rigid steel elbow fittings only. Concrete encase underground portion of steel conduit or fittings.
 4. Burial depth of conduits shall be as follows:
 - a. Concrete capped: 24" minimum to top of conduit.
 - b. Conduits without concrete encasement or cap: 24" minimum to top of conduit.
- H. Use flexible conduits in the following applications:
1. Recessed lighting fixtures.
 2. At expansion joints.
 3. At wet locations or where exposed to weather, the flexible conduit shall be liquid tight type.

3.03 INSTALLATION OF CONDUITS

- I. General:
1. Run all conduits concealed unless otherwise noted or shown.
 2. Run exposed conduit parallel to or at right angles to center lines of columns and beams.
- J. Conduit Supports:
1. Support conduits with UL's listed steel conduit supports at intervals required by the NEC. Wires or sheet metal strips are not acceptable for conduit support. Use conduit hangers for all conduits not directly fastened to structure and for all multiple conduit runs.
- K. All underground conduits and ducts size 2" and larger shall be proven clear by pulling through a mandrel 1/4" smaller than the inside diameter.

3.04 INSTALLATION OF WIRES

- L. Pull no wire into any portion of the conduit system until all construction work which might damage the wire has been completed.
- M. Install all wire continuous from outlet to outlet or terminal to terminal. Splices in cables when required shall be made in handholes, pull boxes, or junction boxes. Make branch circuit splices in outlet boxes with 8" of correctly color-coded tails left in the box.
- N. Splices in wires and cables shall be made utilizing materials and methods described hereinbefore.
- O. All cables and wires passing through manholes and handholes shall be full looped inside the manhole and handhole and supported on galvanized steel racks.

- P. Make all ground, neutral and line connections to receptacle and wiring device terminals as recommended by manufacturer. Provide ground jumper from outlet box to ground terminal of devices when the device is not approved for grounding through the mounting screws.

3.05 WIRE COLOR CODE

- Q. Color code all conductors. Wire sizes #8 AWG and smaller shall have integral color-coded insulation. Wire sizes #6 AWG and larger may have black insulation, but identified by color coded electrical tape at all junction, splice, pull or termination points. Color tape shall be applied lap to the at least 6" of the conductor.

- R. Color code wires as follows:

Conductors	120/240V
Phase A	To match existing
Phase B	To match existing
Neutral	White
Ground	Green

3.06 CONNECTIONS TO EQUIPMENT

- S. General:

1. Furnish and install required power supply conduit and wiring to all light fixtures. See below for other wiring required.
2. Install all rough-in work for equipment from approved shop drawings to suit the specific requirements of the equipment.

3.07 GROUNDING

- T. Electrical systems, circuits and equipment enclosures must be grounded in accordance with National Electrical Code for personnel and equipment safety.

- U. Grounding electrode system shall consist of the following electrodes:

1. Metal underground water pipe, if available.
2. Building structural metal columns grounded as detailed on drawings.
3. Concrete-encased electrodes as detailed on drawings.

The above grounding electrodes shall be bonded together to form a grounding electrode system. The bonding conductor shall be #4/0 copper.

- V. Service-supplied and separately derived alternating-current systems shall be grounded in accordance with NEC 250-5 to 250-26 inclusive.

- W. Ground conductor shall be copper and shall be in accordance with NEC 250-94.
- X. Ground non-current carrying metal parts of electrical equipment enclosures, frames, conductor raceways or cable trays to provide a low impedance path for line-to-ground fault current and to bond all non-current carrying metal parts together. Equipment ground conductor shall be electrically and mechanically continuous from the electrical circuit source to the equipment to be grounded. Size ground conductors per NEC 250-95 unless larger conductors are shown on drawings.

3.08 MEASUREMENT AND PAYMENT

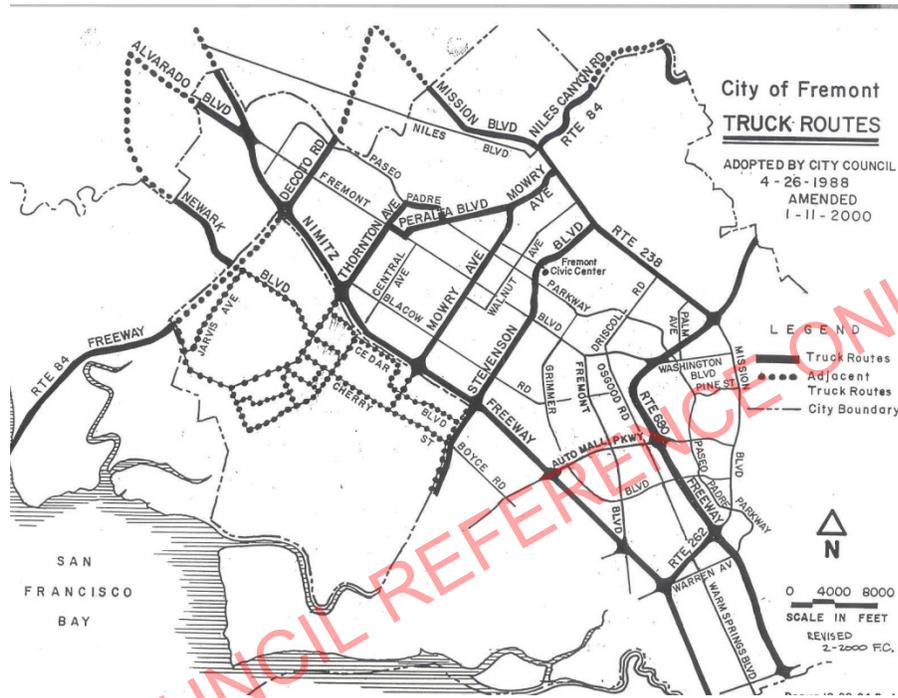
- A. The contract unit price paid for “**Electrical Wiring Connection**”, “**Electrical Pullbox**”, and “**LED In-Ground Uplight**”, of the Unit Price Schedule, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work covered in this section complete in place as shown on the plans, as required by these Special Provisions, and as directed by the Engineer.
- B. The linear foot unit price paid for “**Electrical Conduit with Wiring & Trenching**” of the Unit Price Schedule, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work covered in this section complete in place as shown on the plans, as required by these Special Provisions, and as directed by the Engineer.

END OF SECTION

APPENDICES

APPENDIX A - TRUCK ROUTES

Truck Routes. Pursuant to City ordinances, use only authorized truck routes. More Info <http://www.fremont.gov/Permits/EngineeringPermits/TransportationPermit.htm>



END OF SECTION

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CITY COUNCIL REFERENCE ONLY

APPENDIX B - SUBCONTRACTOR BUSINESS TAX SHEET STATUS

GENERAL CONTRACTOR'S NAME: _____

JOB ADDRESS: _____ B.P. NUMBER: _____

LICENSE CLASS	SPECIALTY CLASS	NAME OF FIRM / ADDRESS / TELEPHONE
A	General Engineering	() -
B-1	General Contractor	() -
C-8	Concrete	() -
C-10	Electrical	() -
C-12	Earthwork/ Paving	() -
C-21	Demo	() -
C-27	Landscape	() -
C-29	Masonry	() -
C-50	Reinforcing Steel	() -

NOTE: Final Inspection and/or Utility Release shall not be authorized until this form has been completed and returned to the Building Inspection Office.

Prepared by: _____

Date: _____

END OF SECTION