DOCUMENT 00001

PUBLIC WORKS DEPARTMENT
10300 TORRE AVENUE
CUPERTINO, CALIFORNIA 95014

PROJECT MANUAL

FOR THE

2016 PAVEMENT MAINTENANCE PROJECT –

Bid Date:

Tuesday, November 10, 2015

Project Number: 2016-15

DOCUMENT 00002

SIGNATURE PAGE

PROJECT MANUAL FOR

2016 Pavement Maintenance

PROJECT NO. 2016-15

REVIEWED BY:

Roger Lee
Assistant Director, Public Works - Maintenance

APPROVED BY:

Timm Borden
Director of Public Works

DOCUMENT 00003

PROJECT DIRECTORY

Project Name: 2016 PAVEMENT MAINTENANCE PROJECT
Project Number: 2016-15

Location: 10300 Torre Avenue

City Representative:

Roger Lee
Assistant Director, Public Works - Maintenance
City of Cupertino
Public Works Department
10555 Mary Ave
Cupertino, CA 95014
PH: 408-777-3269
FX: 408-777-3399
e-mail: RogerL@cupertino.org

Address for Stop Notices/Lien Notices:

City of Cupertino
Public Works Department
10300 Torre Avenue
Cupertino, CA 95014

DOCUMENT 00010

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ADVERTISEMENT FOR BIDS

NOTICE: THE CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City") hereby gives notice that it will accept Bids for construction of the following public work:

CITY PROJECT NUMBER 2016-15
2016 PAVEMENT MAINTENANCE PROJECT

1. **BID SUBMISSION:** The City uses a two-part Bid process with Bids in **Envelope "A"** and Statements of Qualification and Financial information in **Envelope "B"**. City will accept **Envelope "A" and Envelope "B"** no later than **2:00 p.m.** on **November 10, 2015 in the City Clerk's Office**. Bids will be publicly read at 2:00 p.m. in Community Hall located at 10350 Torre Avenue. City's representative will call out the designated time in the Office of the City Clerk, 10300 Torre Avenue, stating that the period for accepting Bids is closed. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).

2. **CONTACT INFORMATION:**
Roger Lee, Assist Director of Public Works
408 777 3354 general
408 777 3399 fax
RogerL@cupertino.org
10300 Torre Avenue
Cupertino, CA 95014

3. **STATEMENT OF QUALIFICATIONS:** Each Bidder shall be required to submit a "Statement of Qualifications" in accordance with Document 00200 (Instructions to Bidders) and Document 00450 (Statement of Qualifications for Construction Work).

4. **DESCRIPTION OF THE WORK:** Work generally consists of placing an asphalt overlay, performing digout repairs, replacing traffic striping and pavement markers, replacing traffic signal detectors and other miscellaneous work as shown in the plans and outlined in these specifications.

5. **CONTRACT TIME:** Work shall be finally completed within 70 working days. Refer to Document 00800 – Special Conditions, Section 1.5, for further restrictions.

6. **REQUIRED CONTRACTOR'S LICENSE:** A California **Class A or Class C-12** contractor's license is required to Bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract. Removal, handling, and/or disposal of hazardous materials may, by law, require hazardous substance removal certification by the Contractor's State License Board.

7. **Required Contractor and Subcontractor Registration [Applies if bid is submitted on or after March 1, 2015 or if Contract is awarded on or after April 1, 2015. Labor Code Section 1771.1]**
    a. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430 Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
    b. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with Paragraph 1.01A above shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

8. **PREVAILING WAGE LAWS:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents.

9. **INSTRUCTIONS:** Bidders shall refer to Document 00200 (Instructions to Bidders) for required documents and items to be submitted in sealed envelopes to City Clerk's office, as well as applicable times for submission.

10. **SUBSTITUTION OF SECURITIES:** City will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 (Escrow Agreement for Security Deposits in Liu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00100

11. **PROCUREMENT OF BIDDING DOCUMENTS:** Bidders may examine a complete hard-copy set of bid documents at the City's Public Works Department, City Hall, 10300 Torre Avenue in Cupertino.

    To obtain a copy of the bid documents, Bidders must download a set of bid documents from the City of Cupertino Web site at: http://www.cupertino.org/index.aspx?page=119, or from a plan room or trade journal site that carries them. The City will post all addendums to the project on the City web site and it is the Contractor's sole responsibility to download the addendums for the project. If a Contractor wishes to be on the plan holders list for the project the Contractor must send an email to: pavementprojects@cupertino.org containing the following information: Contractor's name, address, phone and fax number, and e-mail address for future communications. The plan holders list will be updated daily. Bidder is responsible for printing all of the bidding documents.

12. **BID PREPARATION COST:** Bidders are solely responsible for the cost of plan and specification printing and preparing their Bids.

13. **RESERVATION OF RIGHTS:** City specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.

14. **PORTION OF WORK PERFORMED BY THE CONTRACTOR:** The Contractor shall perform no less than 51% of the Work, excluding Specialty Items, with its own organization. Specialty Items will be identified on the Bid Form.

CITY OF CUPERTINO

By. Grace Schmidt
City Clerk

END OF DOCUMENT

CALTRANS/CITY CROSS-REFERENCE TABLE

Whenever Standard Specifications Section 1 through 9 are referenced, the referenced sections are hereby deleted and the corresponding Document and Section in the following table shall be substituted.

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	**Title**	**Document #**	**Section #**	**Title**
1	**Definition and Terms**	00700		Abbreviations and Definitions
-	-			
2	**Proposal Requirements and Conditions**			
2-1.01	Contents of Proposal	00200		Instruction to Bidders
2-1.02	Approximate Estimate	00200		Instruction to Bidders
2-1.03	Examination of Plans, Specifications, Contract and Site of Work	00200 & 00320		Instruction to Bidders & Geotechnical Data and Exiting Conditions
2-1.04	Blank			
2-1.05	Proposal Forms	200		Instruction to Bidders
2-1.054	Required Listing of Proposed Subcontractors	00200 & 00800		Instruction to Bidders & Advertisement for Bids
2-1.056	State Employees and Design Engineers May Not Bid on Construction Contract	00200		Instruction to Bidders
2-1.06	Rejection of Proposals	00200		Instruction to Bidders
2-1.07	Proposal Guaranty	00200		Instruction to Bidders
2-1.08	Withdrawal of Proposals	00200		Instruction to Bidders
2-1.09	Public Opening of Proposals	00200		Instruction to Bidders
2-1.095	Relief of Bidders			Public Contract Code
2-1.10	Disqualification of Bidders	00481		Non-Collusion Affidavit
2-1.105	Previous Disqualification, Removal or Other Prevention of Bidding	00200 & 00450		Instruction to Bidders & Statement of Qualifications & Public Contract Code
2-1.108	Compliance with Orders of the National Labor Relations Board	00482		Bidder Certifications & Public Contract Code
2-1.11	Ineligibility to Contract	00481		Non-Collusion Affidavit & Public contract Code
2-1.12	Material Guaranty	00630 & 00700	4.9	Guaranty & General Conditions : Warranty and Inspection
3	**Award and Execution of Contract**			
3-1.01	Award of Contract	00200		Instruction to Bidders
3-1.02	Contract Bonds	00610 & 00620 & 00700	2.2	Constructions Performance Bond & Construction Labor and Material Payment Pond & General Conditions : Contractor's Bonds

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	**Title**	**Document #**	**Section #**	**Title**
3-1.025	Insurance Policies	00700 & 00821		Insurance & General Conditions : Contractor's Insurance
3-1.03	Execution of Contract	00510		Notice of Award
3-1.04	Failure to Execute Contract	00200		Instruction to Bidders
3-1.05	Return of Proposal Guaranties	00200		Instruction to Bidders
4	**Scope of Work**			
4-1.01	Intent of Plans and Specifications	00700	1.2 & 1.3	General Conditions : Clarification of Contract & Contract Documents Complementary
4-1.02	Final Cleaning Up	00700	3.2	General Conditions : Cleaning
4-1.03	Changes	00700	3.3	General Conditions : Change In Work
4-1.03A	Procedure and Protest	00700	3.3	General Conditions : Change In Work
4-1.03B	Increased or Decreased Quantity	00700	3.3	General Conditions : Change In Work
4-1.03B(1)	Increases of More Than 25 Percent	00700	3.3	General Conditions : Change In Work
4-1.03B(2)	Decrease of More Than 25 Percent	00700	3.3	General Conditions : Change In Work
4-1.03B(3)	Eliminated Items	00700	3.3	General Conditions : Change In Work
4-1.03C	Changes in Character of Work	00700	3.3	General Conditions : Change In Work
4-1.03D	Extra Work	00700	3.3	General Conditions : Change In Work
4-1.04	Detours	00700	3.4	General Conditions : Detours
4-1.05	Use of Materials Found on the Work	00700	6.21	General Conditions : Title to Materials Found on the Work
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5-1.01	Authority of Engineer	00700	4.1	General Conditions : Authority of City
5-1.02	Plans and Working Drawing	00700	1.2 & 4.2	General Conditions :Clarification of Contract & Submittals to be Furnished by Contractor
5-1.02A	Trench Excavation Safety Plans	00700	3.9	General Conditions : Excavation Safety Plans
5-1.03	Conformity with Contract Documents and Allowable Deviations	00700	4.3	General Conditions : Conformity with Contract Documents and Allowable Deviations
5-1.04	Coordination and Interpretations of Plans, Standard Specifications, and Special Provisions	00700	1.1	General Conditions : Precedence of Contract
5-1.05	Order of Work	00700	4.4	General Conditions : Order of Work
5-1.06	Superintendence	00700	4.6	General Conditions : Superintendence
5-1.07	Lines and Grades	00700	4.8	General Conditions : Layout of Work and Surveys
5-1.08	Inspection	00700	5.1 & 5.5	General Conditions: : Source of Supply and Quality of Materials & Plant Inspection

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		**City Contract Documents - 2007**		
Section #	**Title**	**Document #**	**Section #**	**Title**
5-1.09	Removal of Rejected and Unauthorized Work	00700	4.10 & 5.4	General Conditions : Defective and Unauthorized Work & Defective Materials
5-1.10	Equipment and Plants	00700	4.11	General Conditions : Construction Equipment and Plant
5-1.11	Alternative Equipment	00700	4.11	General Conditions : Construction Equipment and Plant
5-1.115	Alternative Methods of Construction	00700	3.11	General Conditions : Substitutions
5-1.116	Differing Site Conditions	00700	1.2 & 3.6	General Conditions : Clarification of Contract & Changed Site Conditions
5-1.12	Character of Workers	00700	4.7	General Conditions : Character of Workers
5-1.13	Final Inspection	00700	4.12	General Conditions : Substantial Completion, Final Completion and Final Acceptance
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6-1.02	State-Furnished Materials	00700	5.2	General Conditions : City-Furnished Materials
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6-1.09	State Specification Numbers			**NOT APPLICABLE**
6-2.01	Local Materials - General	00700	5.1	General Conditions : Source of Supply and Quality of Materials
6-2.02	Possible Local Material Sources			**NOT APPLICABLE**
6-2.03	Mandatory Local Material Sources			**NOT APPLICABLE**
6-3.01	Testing - General	00700	5.8	General Conditions : Testing
6-3.02	Testing by Contractor	00700	5.8	General Conditions : Testing
7	**Legal Relations and Responsibility**			
7-1.01	Laws to be Observed	00700	6.1	General Conditions : Laws to be Observed
7-1.01A	Labor Code Requirements	00700	6.6	General Conditions : Apprentices
7-1.01A(1)	Hours of Labor	00700	6.5	General Conditions : Hours of Labor
7-1.01A(2)	Prevailing Wage	00700	6.4	General Conditions : Prevailing Wages
7-1.01A(2)(a)	Travel and Subsistence Payment	00700	3.4	General Conditions : Change in Contract Price & Labor Code

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
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7-1.01A(3)	Payroll Records	00700	6.4	General Conditions : Prevailing Wages & Labor Code
7-1.01A(4)	Labor Nondiscrimination	00700	6.2	General Conditions : Labor Discrimination & Labor Code
7-1.01A(5)	Apprentices	00700	6.6	General Conditions : Apprentices
7-1.01A(6)	Workers' Compensation	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.01A(7)	Suits to Recover Penalties and Forfeitures			Labor Code
7-1.01B	Fair Labor Standards Act			Fair Labor Standard Act of 1938
7-1.01C	Contractor's Licensing Laws			Public Contract Code & Business and Professions Code
7-1.01D	Vehicle Code			Vehicle Code
7-1.01E	Trench Safety	00700	3.9	General Conditions : Evacuation Safety
7-1.01F	Air Pollution Control			Government Code
7-1.01G	Water Pollution	00700	3.14	General Conditions : Storm Water Pollution Control
7-1.01H	Use of Pesticides	00700	3.12	General Conditions :Hazardous Material/Waste
7-1.01I	Sound Control Requirements	00700	6.26	General Conditions : Sound Control
7-1.01J	Assignment of Antitrust Actions			Public Contract Code & Government Code
7-1.02	Load Limitations			Vehicle Code
7-1.03	Payment of Taxes	00700	6.17	General Conditions : Payment of Taxes
7-1.04	Permits and Licenses	00700	6.7	General Conditions : Permits and Licenses
7-1.05	Patents	00700	6.8	General Conditions : Patents and Copyrights
7-1.06	Safety and Health Provisions	00700	6.1	General Conditions : Laws to be Observed
7-1.07	Blank			
7-1.08	Public Convenience	00700	6.9	General Conditions : Public Safety and Traffic Control
7-1.09	Public Safety	00700	6.9	General Conditions : Public Safety and Traffic Control
7-1.10	Use of Explosives	00700	6.11	General Conditions : Explosives and Stream Pollution
7-1.11	Preservation of Property	00700	6.14	General Conditions : Preservation of Property
7-1.12	Indemnification and Insurance	00700	2.1 & 6.16	General Conditions : Contractor's Insurance & Indemnification
7-1.12A	Indemnification	00700	6.16	General Conditions : Indemnification
7-1.12B	Insurance	00700 & 00821	2	Insurance & General Conditions : Contractor's Insurance
7-1.12B(1)	General	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.12B(2)	Casualty Insurance	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.12B(3)	Workers' Compensation and Employer's Liability Insurance	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		**City Contract Documents - 2007**		
Section #	**Title**	**Document #**	**Section #**	**Title**
7-1.12B(4)	Liability Insurance	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.12B(4)(a)	General	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.12B(4)(b)	Liability Limits/Additional Insureds	00821		Insurance
7-1.12B(4)©	Contractor's Insurance Policy is Primary	00821		Insurance
7-1.12B(5)	Automobile Liability Insurance	00821		Insurance
7-1.12B(6)	Policy Forms, Endorsements, and Certificates	00821		Insurance
7-1.12B(7)	Deductibles	00821		Insurance
7-1.12B(8)	Enforcement	00821		Insurance
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7-1.13	Disposal of Material Outside the Highway Right of Way	00700	3.13	General Conditions : Inert Solids and Plant Material Recycling
7-1.14	Cooperation	00700	6.18	General Conditions : Cooperation with Others
7-1.15	Relief from Maintenance and Responsibility	00700	4.12	General Conditions : Substantial Completion, Final Completion and Final Acceptance
7-1.16	Contractor's Responsibility for the Work and Materials	00700	6.15	General Conditions : Contractor's Responsibility for Work
7-1.165	Damage by Storm, Flood, Tsunami or Earthquake	00700	3.5	General Conditions : Change in Contract Time
7-1.17	Acceptance of Contract	00700	4.12	General Conditions : Substantial Completion, Final Completion and Final Acceptance
7-1.18	Property Rights in Materials	00700	6.19	General Conditions : Property Right in Materials
7-1.19	Rights in Land and Improvements	00700	6.20	General Conditions : Rights in Land and Improvements
7-1.20	Personal Liability	00700	6.29 & 6.30	General Conditions : Interest of Public Officers & Limit of Liability
7-1.21	Repair of Equipment			**NOT APPLICABLE**
7-1.22	Material Plants	00700	6.4	General Conditions : Prevailing Wages
8	**Prosecution and Progress**			
8-1.01	Subcontracting	00700	6.23	General Conditions : Subcontracting
8-1.02	Assignment	00700	7.1	General Conditions : Assignment
8-1.03	Beginning of Work	00700	7.3	General Conditions : Commencement of Work
8-1.04	Progress Schedule	00700	7.4	General Conditions : Work Progress Schedule
8-1.05	Temporary Suspension of Work	00700	7.5	General Conditions : Temporary Suspension of Work
8-1.06	Time of Completion	00520 & 00700	4.12	Contract & General Conditions : Substantial Completion, Final Completion and Final Acceptance

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	**Title**	**Document #**	**Section #**	**Title**
8-1.07	Liquidated Damages	00520 & 00700	7.6	Contract & General Conditions : Liquidated Damages
8-1.08	Termination of Control	00700	7.7	General Conditions : Termination of Control
8-1.09	Right of Way Delays	00700	7.16	General Conditions : Right of Way Delays
8-1.10	Utility and Non-Highway Facilities	00700	7.11	General Conditions : Coordination with Utilities
8-1.11	Termination of Contact	00700	7.8 & 7.9	General Conditions : Termination of Contract for Cause & Termination of Contract for Convenience
9	**Measurement and Payment**			
9-1.01	Measurement and Quantities	00700	8.1	General Conditions : Measurement of Quantities
9-1.015	Final Pay Items	00700	8.3	General Conditions : Progress Payment
9-1.02	Scope of Payment	00700	3.4	General Conditions : Change in Contract Price
9-1.03	Force Account Payment	00700	3.4	General Conditions : Change in Contract Price
9-1.03A	Work Performed by Contractor	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(1)	Labor	00700	3.4	General Conditions : Change in Contract Price
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9-1.03A(1b)	Labor Surcharge	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(1c)	Subsistence and Travel Allowance	00700	3.4	General Conditions : Change in Contract Price
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9-1.03A(2b)		00700	3.4	General Conditions : Change in Contract Price
9-1.03A(2c)		00700	3.4	General Conditions : Change in Contract Price
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9-1.03A(3a)	Equipment on the Work	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(3b)	Equipment not on the Work	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(3c)	Owner-Operated Equipment	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(3d)	Dump Truck Rental			**NOT APPLICABLE**
9-1.03B	Work Performed by Special Forces or Other Special Services	00700	3.4	General Conditions : Change in Contract Price
9-1.03C	Records	00700	3.4	General Conditions : Change in Contract Price
9-1.03D	Payment	00700	3.4	General Conditions : Change in Contract Price
9-1.04	Notice of Potential Claim	00700	9	General Conditions : Claims by Contractor
9-1.05	Stop Notices			Civil Code
9-1.06	Partial Payments	00700	8.3	General Conditions : Progress Payment

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		**City Contract Documents - 2007**		
Section #	**Title**	**Document #**	**Section #**	**Title**
9-1.065	Payment of Withheld Funds	00700	8.6	General Conditions : Substitution of Securities in Lieu of Retention
9-1.07	Payment after Acceptance	00700	8	General Conditions : Measurement and Payment
9-1.07A	Payment Prior to Proposed Final Estimate	00700	8	General Conditions : Measurement and Payment
9-1.07B	Final Payment and Claims	00700	8.4	General Conditions : Final Payment
9-1.08	Adjustment of Overhead Costs			**NOT APPLICABLE**
9-1.09	Clerical Errors			**NOT APPLICABLE**
9-1.10	Arbitration	00700	9.4	General Conditions : Mediation

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

NOTICE: THE CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City") hereby gives notice that it will accept Bids for construction of the following public work:

CITY PROJECT NUMBER 2016-15
2016 PAVEMENT MAINTENANCE PROJECT

1. **BID SUBMISSION:** The City uses a two-part Bid process with Bids in **Envelope "A"** and Statements of Qualification and Financial information in **Envelope "B"**. City will accept **Envelope "A" and Envelope "B"** no later than **2:00 p.m.** on **November 10, 2015 in the City Clerk's Office**. Bids will be publicly read at 2:00 p.m. in Community Hall located at 10350 Torre Avenue. City's representative will call out the designated time in the Office of the City Clerk, 10300 Torre Avenue, stating that the period for accepting Bids is closed. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).

2. **CONTACT INFORMATION:**
Roger Lee, Assist Director of Public Works
408 777 3354 general
408 777 3399 fax
RogerL@cupertino.org
10300 Torre Avenue
Cupertino, CA 95014

3. **STATEMENT OF QUALIFICATIONS:** Each Bidder shall be required to submit a "Statement of Qualifications" in accordance with Document 00200 (Instructions to Bidders) and Document 00450 (Statement of Qualifications for Construction Work).

4. **DESCRIPTION OF THE WORK:** Work generally consists of placing an asphalt overlay, performing digout repairs, replacing traffic striping and pavement markers, replacing traffic signal detectors and other miscellaneous work as shown in the plans and outlined in these specifications.

5. **CONTRACT TIME:** Work shall be finally completed within 70 working days. Refer to Document 00800 – Special Conditions, Section 1.5, for further restrictions.

6. **REQUIRED CONTRACTOR'S LICENSE:** A California **Class A or Class C-12** contractor's license is required to Bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract. Removal, handling, and/or disposal of hazardous materials may, by law, require hazardous substance removal certification by the Contractor's State License Board.

7. **Required Contractor and Subcontractor Registration [Applies if bid is submitted on or after March 1, 2015 or if Contract is awarded on or after April 1, 2015. Labor Code Section 1771.1]**

a. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430 Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
b. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with Paragraph 1.01A above shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

required by Bidding Documents. City reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. City reserves the right to reject any Bid not clearly written.

7. **REQUIRED BID SECURITY.** Bidders must submit with their Bids either cash, a cashier's check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of amount of Bid, payable to City. All Bidders choosing to submit a surety bond must submit it on the required form, Document 00411 (Bond Accompanying Bid). City will reject as non-responsive any Bid submitted without the necessary Bid security.

   City may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, City will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

8. **REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information on all Subcontractors in Document 00430 (Subcontractors List) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent of total Bid or ten thousand dollars ($10,000), whichever is greater. Violation of this requirement may result in Bid being deemed non-responsive and being rejected.

9. **REQUIRED STATEMENT OF QUALIFICATIONS.** In order for a Bidder to be eligible to Bid on this Contract, it must submit a Statement of Qualifications responsive to the requirements identified in Document 00450 (Statement of Qualification for Construction Work) ("SOQ"), including without limitation qualification information for Subcontractors and schedulers, if any. Except as otherwise provided in paragraphs 20 and 21 of this Document 00200 or in Document 00450 (Statement of Qualification for Construction Work), City will make final determinations regarding Bidder responsibility based solely upon the SOQ submitted as part of Envelope "B" on Bid day. Information in the SOQ shall be current.

   No engineering or architectural firm which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

10. **PRE-BID CONFERENCE:** No pre-bid conference will be held.

11. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 (Contract), Article 5. Submission of Bid shall constitute Bidder's express representation to the City that Bidder has fully completed these tasks.

12. **EXISTING DRAWINGS AND GEOTECHNICAL DATA.** Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) by giving City reasonable advance notice, as well as applicable environmental assessment information (if any) regarding the Project.

13. **ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to City (Attention: Roger Lee, Assistant Director of Public Works) **in writing**. Letters, Faxes or emails are acceptable forms of written questions. Interpretations or clarifications considered necessary by City in response to such questions will be issued by Addenda mailed, faxed, or delivered to all "Bid List" parties, recorded by City as having received a set of Bidding Documents. Addenda will be written and will be issued to each Bidder to the address or fax number supplied City by Bidder. City may not answer questions received less than ten Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
    a. Addenda may be issued to modify the Bidding Documents as deemed advisable by City.
    b. Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City.

14. SUBSTITUTIONS. Bidders must base their Bids on products and systems specified in Contract Documents or Addenda.

a. Except as provided in paragraph 14.c below, City will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00660 (Substitution Request Form) no later than 35 Calendar Days after the due date for City receiving Bids. To assess "or equal" acceptability of product or system, substitution requests shall contain the information required in Document 00660 (Substitution Request Form) and set forth in Document 00700 (General Conditions). Insufficient information will be grounds for rejection of substitution. City shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an "equal" item. City's decision shall be conclusive on all Bidders.

b. Approved substitutions shall be listed in Addenda and become part of the Contract Documents.

c. Substitutions may be requested after submitting Bids and the Award of Contract only in accordance with requirements specified in Document 00700 (General Conditions).

d. As further limitation on Bidder's privilege to substitute items, City has found that certain items are designed as City standards and certain items are designed to match existing items in use on a particular public improvement, either completed or in the course of completion. As to such items, City will not permit substitution. City will not permit substitutions for the following items: **NONE IN THIS PROJECT**

15. WAGE RATES. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at City's Public Works office or may be obtained of the State of California web site http://www.dir.ca.gov/DLSR/PWD/Northern.html and are deemed included in the Bidding Documents. Upon request, City will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

16. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

17. BID OPENING. City will open all Bidders' Envelopes "A," at the time and on the date specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open Envelopes "B" publicly, and except for the Apparent Low Bidder's Envelope "B" (or as otherwise provided in this Document 00200), they will remain unopened.

18. DETERMINATION OF APPARENT LOW BIDDER (Envelope "A"). Pursuant to Public Contract code Section 20103.8, the following methods shall be used to determine the apparent low bid. Apparent Low Bid will be based solely on the total amount of all Bid items in the Base Bid, if there are not Alternate Bid items. If there are Alternate bid items, the apparent low bidder will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items. Once the lowest bidder has been identified in the proceeding manner, the City may elect to award the Base Bid item alone or any or all Alternate items in any sequence to the low bidder, even if the resulting contract amount no longer represents the lowest total price for the particular items chosen. All Bidders are required to submit Bids on all Bid items including any and all Alternate items.

19. EVALUATION OF BIDDER RESPONSIBILITY (Envelope "B").

a. City will open Apparent Low Bidder's Envelope "B" and check its contents for compliance with paragraph 5 above and this paragraph 20. City will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

b. If any Apparent Low Bidder is determined to be non-responsive or non-responsible, City may open the next Apparent Low Bidder's Envelope "B" pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder. City shall use reasonable efforts to make the responsive responsible Apparent Low Bidder's Envelope "B" public on the fifth Day following opening of the Bidders' Envelope "A"s, subject to paragraph 27 below.

c. Document 00450 sets forth certain minimum criteria for a Bidder to be found responsible. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:

1) Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.

2) Ability to secure, in accordance with the Contract Documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.

3) Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.

4) Projects Public Experience. Evidence that Bidder and its team, including without limitation its Subcontractors (hereafter, including Bidder if Bidder performs such Work itself, "designated Subcontractor(s)"), have the human and physical resources of sufficient quantity and quality to perform the Work under Contract Documents in a timely and Specification-compliant manner, to include:

   i. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.

   ii. Minimum licensing requirements including evidence of a valid California contractor's license as specified for the Bidder and evidence of requisite licenses for Key Personnel of Bidder or any designated Subcontractor(s).

   iii. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract Documents.

   iv. Bidder's safety record.

   v. Minimum experience requirements of the prime contractor including the completion of a suitable number of projects of similar nature and complexity for contract dollar amounts equal to what is specified in Document 00450 (Statement of Qualification).

   vi. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.

   vii. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under the Contract Documents. Minimum experience requirements of Key Personnel including the completion of projects of similar nature and complexity and having the number of years of experience on projects of similar nature and complexity as specified in Document 00450 (Statement of Qualifications).

   Bidder shall expressly indicate which, if any, of the designated Subcontractor(s)' functions it will perform itself.

5) The following are general requirements for the designated Subcontractor(s) to be found responsible to perform the Work. (Unless the designated Subcontractor(s) is found responsible, Bidder will be found non-responsible.) See specific requirements in Document 00450.

   i. Evidence that Bidder's named Subcontractor has the human and physical resources of sufficient quantity and quality to perform those aspects of the Contract in a timely and Specification-compliant manner.

   ii. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.

   iii. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.

   iv. Installation of a minimum number of projects over a period of several years for projects similar in nature and complexity to this Project.

   v. The installation supervisor shall have worked in a similar capacity on a number of projects similar in nature and complexity to this Project.

20. BID EVALUATION. City may reject any or all Bids and waive any informalities or minor irregularities in the Bids. City also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items.

a. In evaluating Bids, City will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in Document 00400 (Bid Form) or prior to the Notice of Award.

b. City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. City shall have the right to consider information provided by sources other than Bidder. City shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

c. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

d. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the City to increase or diminish the amount of work under any classification as advantages to design or construction needs require.

e. City may determine whether a Bidder is qualified in its sole discretionary judgment.

f. If identical apparent lowest bids are received the City may award the contract in accordance with Section 20166 of the Public Contract code

g. **Required Contractor and Subcontractor Registration [Applies if Bid is submitted on or after March 1, 2015 or if Contract is awarded on or after April 1 2015].**

   1) Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

h. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraph 20g above, shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

21. AWARD. If the Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required City procedures and receipt of all City approvals, City will issue Document 00510 (Notice of Award) to successful Bidder. If two (2) or more bids are the same and found to be the lowest responsible responsive bidder, the City may accept either bid it chooses in its sole discretion.

22. BID PROTEST. Any Bid protest must be submitted in writing to the City's offices (Attention: Roger Lee), before 3:30 p.m. of the third Calendar Day following opening of Bidders' Envelope "A"s.

a. The initial protest document must contain a complete statement of the basis for the protest.

b. The protest must refer to the specific portion of the document that forms the basis for the protest.

c. The protest must include the name, address, and telephone number of the person representing the protesting party.

d. Only Bidders who the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City will open and evaluate information contained in any protesting Bidder's Envelope "B", and conduct the same investigation and evaluation as City is entitled to take regarding an Apparent Low Bidder. Any such opened Envelope "B" shall also be subject to all provisions of paragraph 27.

e. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

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

23. POST-NOTICE OF AWARD REQUIREMENTS. After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.

a. Submit the following documents to City by 5:00 p.m. of the 10th Calendar Day following Notice of Award. Execution of Contract by City depends upon approval of these documents:
   1) Document 00520 (Contract): To be executed by successful Bidder. Submit four originals, each bearing an original signature.
   2) Document 00610 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Construction Performance Bond). Submit one original.
   3) Document 00620 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00620 (Construction Labor and Material Payment Bond). Submit one original.
   4) Insurance certificates and endorsements required by Document 00700 (General Conditions). Submit one original set.
   5) The Guaranty in the form set forth in Document 00630 (Guaranty). Submit four originals, each bearing an original signature.

b. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. City may elect to extend the time to receive faithful performance and labor and material payment bonds.

c. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles City to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.

24. FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If Bidder, to whom Contract is awarded shall, within the period described in paragraph 23a of this Document 00200, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages. In addition, upon such failure City may determine the next Apparent Low Bidder and proceed accordingly.

25. MODIFICATION OF COMMENCEMENT OF WORK. City expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

26. WITHDRAWAL OF BIDS. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with the City at the City's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the City to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

27. PUBLIC RECORDS ACT REQUESTS.

a. Per the Public Records Act, City will make available to the public, Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and will eventually be returned to the submitter.

b. Upon a request for records regarding this Bid, City will notify Bidder involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. City will make such information available to the extent required by applicable law, without restriction.

c. Information disclosed in the SOQ (if Envelope "B" is opened) and the attendant submissions are the property of City

28. CONFORMED CONSTRUCTION DOCUMENTS. Following Award of Contract, City may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.

29. DEFINITIONS. All abbreviations and definitions of terms used in this Document 00200 are set forth in Section 00700.

END OF DOCUMENT

DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

CITY: THE CITY OF CUPERTINO

SITE: 10300 Torre Avenue

PROJECT: **2016 PAVEMENT MAINTENANCE PROJECT**

In consideration of the above-referenced City's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless City, and its officers, employees, consultants (including without limitation Consulting Engineer), representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of City or by any released and indemnified party.

2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

   A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder.

4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700 (General Conditions).

5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 00520 Contract), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

_____
Name of Bidder

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President or Vice President)

By: _____
Signature

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders).

TO THE HONORABLE CITY COUNCIL OF THE CITY OF CUPERTINO

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

Re: PROJECT NUMBER 2016-15
2016 PAVEMENT MAINTENANCE PROJECT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the City of Cupertino ("City") in the form included in the Contract Documents, Document 00520 (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents. All portions of this Bid Form must be completed and signed before the bid is submitted. Failure to do so will result in the bid being rejected as non-responsive.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

3. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Contract), Article 5.

4. Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

5. Subcontractors for work included in all Bid items, in accordance with the criteria in the Public Contract Code, are listed on the attached Document 00430 (Subcontractors List).

6. The undersigned Bidder understands that City reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Contract), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below on the signature page.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Bid and made payable to the "City of Cupertino".

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520

(Contract). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

12. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Contract) shall be as set forth in Document 00520 (Contract).

NOTICE

Required Contractor and Subcontractor Registration

1. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

2. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with the preceding paragraph shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

SCHEDULE OF BID PRICES

BASE BID ITEMS

All Bid items, including lump sums and unit prices, must be filled in completely. Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	UNIT	EST. QNTY	UNIT COST	TOTAL
1	Traffic Control	LS	1		
2	Leveling Course -No. 4 Hot Mix Asphalt Type A	TN	2,875		
3	Leveling Course -3/8" Hot Mix Asphalt Type A	TN	414		
4	Hot Mix Asphalt, 1/2" Maximum Type A	TN	12,916		
5	Pavement Fabric	SY	103,469		
6	Cold Plane and Remove 4" AC	SY	2,803		
7	Cold Plane and Remove 6" AC	SY	203		
8	Keycut A	LF	53,295		
9	keycut B	LF	3,860		
10	Keycut C	LF	200		
11	Adjust Survey Monument Cover to Finish Grade	EA	100		
12	Replace Monument Box	EA	0		
13	Lower Manhole Covers Prior to Cold Planing	EA	38		
14	Lower Cleanout / Water / Gas Valve Cover Prior to Cold Planing	EA	21		
15	Adjust Manhole Covers to Finish Grade	EA	157		
16	Adjust Cleanout / Water / Gas Valve Cover to Finish Grade	EA	37		
17	Install Blue RPM's @ Fire Hydrant	EA	36		
18	4" White Bike Buffer Lines (Thermo)	LF	1,750		
19	8" White Hatch (Thermo)	LF	231		
20	12" White Crosswalk/Limit Line (Thermo)	LF	1,490		
21	12" Yellow Crosswalk (Thermo)	LF	435		
22	24" White (Thermo)	LF	0		
23	24" Yellow (Thermo)	LF	450		
24	Striping Detail # 10 (Markers)	LF	1,200		
25	Striping Detail # 22 (Thermo & Markers)	LF	1,046		
26	Striping Detail # 23 (Markers)	LF	310		
27	Striping Detail # 39 (Thermo)	LF	2,193		
28	"Ahead Legend" Yellow (Pre-formed thermo)	EA	1		
29	"KEEP" Legend (Pre-formed Thermo)	EA	2		
30	"CLEAR" Legend (Pre-formed Thermo)	EA	2		
31	"STOP" Legend (Pre-formed Thermo)	EA	20		
32	"SLOW" Legend (Pre-formed Thermo)	EA	6		
33	"SCHOOL" Legend (Pre-formed Thermo)	EA	6		

34	"XING" Legned (Pre-formed Thermo)	EA	6		
35	"25" Legend (Pre-formed Thermo)	EA	7		
36	"YIELD" Legend (Pre-formed Thermo)	EA	2		
37	"BUMP" Legend (Pre-formed Thermo)	EA	4		
38	Colored Surface Treatment	SF	7,217		
39	Green Bike Lane (Pre-formed Thermo)	SF	1,507		
40	Arrow Type IV (Pre-formed Thermo)	EA	7		
41	Replace Traffic Signal Loops	EA	17		

TOTAL_____

Total Base Bid Price: _____

(Words)

Unit Legend

LS = Lump Sum
EA = Each
LF = Linear Feet
TN = Ton or 2,000 Pounds
SY = Square Yards
SF = Square Foot

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

Bidder herby acknowledges receipt and examination of all Contract Documents and the following Addenda:

Addendum No.	Addendum Date

Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the sums of money listed in this Bid Form.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____
Expiration Date: _____.

_____ _____
Where incorporated, if applicable

_____

_____
Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation, state where incorporated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____
_____
_____

Officers authorized to sign contracts: _____
_____
_____
Typed Full Name:

Telephone Number(s): _____

Fax Number(s): _____

E-Mail Address: _____

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned _____ as Principal, and the undersigned as Surety, are held and firmly bound unto the CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City"), as obligee, in the penal sum of _____ Dollars **($_____)** lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal _____'s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for City Project Number 2016-15, **2016 PAVEMENT MAINTENANCE PROJECT**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00200 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 2015.

(Corporate Seal)

By

_____
Principal

_____
Surety

(Corporate Seal)

By

_____
Attorney in Fact

END OF DOCUMENT

DOCUMENT 00430

REQUIRED SUBCONTRACTORS LIST

Bidder must provide the following Listed Subcontractor information in conformance with the California Public Contract Code where the value of the Subcontractor's work is or exceeds ½ of one percent (.05%) of the Bid on Document 00400. Failure to do so will render Bid Non Responsive.

Bidder is reminded that Listed Subcontractors cannot be substituted by the Apparent Low Bidder after Bid has been submitted and opened, without City's formal approval.

Subcontractor Name	Address & Phone No.	License No.	Trade	$ Value $

Attach additional sheets if necessary

VOLUNTARY SUBCONTRACTOR LIST

Bidder is requested to voluntarily provide Subcontractor information listed below for subcontract work whose value is less than ½ of one percent of the Bid on Document 00400. Failure to do so will have no impact on Bid.

Bidder is requested not to substitute Subcontractors after Bid has been submitted and opened, without City's informal approval.

Subcontractor Name	Address & Phone No.	License No.	Trade	$ Value $

Attach additional sheets if necessary

END OF DOCUMENT

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS

FOR

2016 PAVEMENT MAINTENANCE PROJECT

Bidder's Full Corporate Name: _____

Bidder's Legal Structure

- _____ Sole Proprietor
- _____ Partnership
- _____ Non-Profit 501 C3
- _____ Corporation
- _____Other, please explain_____

Bidder's Federal I.D. Number_____

Bidder's Mailing Address_____

Bidder's Street Address_____

Owner of Bidder's Company _____

Bidder's Contact Person _____

Bidder's Address _____

Bidder's Phone _____, Fax _____, Email_____

(Bidder shall identify each partner and / or member of the Joint Venture, and their roles and responsibilities, if a Joint Venture is proposed.)

INSTRUCTIONS FOR THE SUBMITTAL OF THE STATEMENT OF QUALIFICATIONS

- Place the Statement of Qualifications Document, with all required materials, in a separate envelope labeled "**Envelope B", "STATEMENT OF QUALIFICATIONS" (SOQ)** with the project title and Contractors name and address. **Do Not place the SOQ in the same envelope as the Bid Proposal. The envelope will not be opened if only one is received, it will be returned to the Contractor.**
- Submittal of the Statement of Qualifications envelope is required at the same time as the Bid Proposal. The Bid Proposal, Envelope "A", will not be opened if the Statement of Qualifications, Envelope B, is not received on time.
- The City will open only Bid Proposals, Envelope "A", at the public bid opening. The Statement of Qualifications, Envelope "B", of the apparent low bidder, will be opened by the City to check its contents for compliance with the requirements. City will notify Apparent Low Bidder of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.
- If the Apparent Low Bidder is determined to be non-responsive or non-responsible, City may open the next Apparent Low Bidder's Statement of Qualification, Envelope B, pursuant to any procedures determined in its reasonable discretion, and proceed for all intents and purposes, as if the next Apparent Low Bidder were the original Apparent Low Bidder. City shall use reasonable efforts to make the responsive responsible Apparent Low Bidder's Statement of Qualifications public by the fifth day following opening of the Bid Proposals.

GENERAL BIDDER EXPERIENCE

Any explanation requested by a Bidder regarding the meaning or interpretation of this Document must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

Except as set forth herein, all abbreviations and definitions of terms used in this Document 00450 are as set forth in Document 00700 (General Conditions).

Bidders shall complete the entire Statement of Qualification. Failure to complete the questionnaire or the inclusion of any false statement(s) shall be grounds for immediate disqualification.

The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets City's requirements. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

Bidder's compliance with the minimum qualification requirements of this Document, will also be measured by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.

If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's supervisory personnel.

The Contract will require Bidder to construct the Project, all in accordance with the scope of Work set forth in the Contract. City will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code. Additionally, Bidder must meet the following general requirements, at a minimum, in order to be considered by City to be qualified for award of the Contract:

Per the Public Records Act, City will make available to the public, Bidder's Statement of Qualifications all correspondence and written questions submitted with the Bid. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, City will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to the Statement of Qualifications). Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

Upon a request for records regarding this Bid, City will notify Bidder involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests City to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend City's refusal to produce the information in all forums; otherwise, City will make such information available to the extent required by applicable law, without restriction.

Information disclosed in the Statement of Qualifications and the attendant submissions are the property of City unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

PART A
BIDDER'S GENERAL QUALIFICATIONS

1. Does Bidder have at least seven years of experience as a continuously operating entity engaged in the performance of similar work? Yes_____ No_____

2. Has Bidder, within the past seven years, completed three projects, of similar nature and complexity, with a contract amount of at least $1,500,000.00 each? Yes_____ No_____

3. Does Bidder possess a valid and current California Class A or C-12 Contractor's License for the work proposed? Yes_____ No_____

4. Does Bidder have a minimum of $4,000,000 in the aggregate liability insurance coverage? Yes_____ No_____

5. Has Bidder's Contractor's license been revoked at any time in the last five years? Yes_____ No_____

6. Has Bidder been "default terminated" by an owner (i.e. not for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes_____ No_____

7. Has Bidder had, within the last four years prior to the date of bid opening, any outstanding convictions or enforcement agency findings for failure to pay prevailing wages in the State of California? Yes_____ No_____

8. Has Bidder been determined to have violated any environmental or safety laws giving rise to civil or criminal penalties in excess of $50,000 for each violation during the last four years while performing contracting duties of the type specified for the contract within the State of California? Or has bidder had more than four civil penalties of $50,000 or less during the last four years while performing contracting duties of the type specified for the contract within the State of California? Yes_____ No_____

9. Has Bidder been convicted of violating a state or federal law respecting the employment of undocumented aliens within the preceding five years from the date of bid opening? Yes_____ No_____

Bidder will be immediately disqualified if any answer to questions 1, 2, 3, or 4 is No.
Bidder will be immediately disqualified if any answer to questions 5, 6, 7, 8, or 9 is Yes.

PART B
BIDDER'S SAFETY, PREVAILING WAGE, LICENSES, DISPUTES, BONDS AND INSURANCE

SAFETY

The following statements as to safety experience of Bidder are submitted with Bid, as part thereof, and Bidder guarantees the truthfulness and accuracy of the information.

1. Has Cal/OSHA, Federal OSHA, the EPA or any Air Quality Management District cited Bidder in the past five years? Yes _____No _____ If yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:

• Field Supervisor	Weekly ____	Biweekly ____	Monthly ____	Less than monthly ____
• Employees	Weekly ____	Bi-weekly ____	Monthly ____	Less than monthly ____
• New Hires	Weekly ____	Bi-weekly ____	Monthly ____	Less than monthly ____
• Subcontractors	Weekly ____	Bi-weekly ____	Monthly ____	Less than monthly ____

3. How often does Bidder conduct documented safety inspections? Quarterly _____, Semi-annually _____, Annually____, Other_____

4. Does Bidder have home office safety representatives who visit/audit the job site? Quarterly____, Semi-annually____, Annually _____, Other_____

5. What is Bidder's Interstate Experience Modification Rate? _____. (A rating in excess of 1 may constitute grounds for disqualification as non-responsible.)

6. List Bidder's Interstate Experience Modification Rate for the three calendar years listed below.
   - 2012:_____
   - 2013:_____
   - 2014:_____

7. Use Bidder's last year's Cal/OSHA log to fill in the following:
   - Number of lost workday cases _____
   - Number of medical treatment cases _____
   - Number of fatalities _____
   - Employee hours worked last year _____

8. State the name of Bidder's safety engineer/manager or Site Safety Officer and attach a resume or outline of this individual's safety and health qualifications and experience._____

PREVAILING WAGE PROVISIONS

Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.

Yes_____ No_____
Description:_____
_____

LICENSE PROVISIONS

Has Bidder changed names or license numbers in the past seven years? If so, please state reason for change.

Yes_____No_____Reason:_____

_____

_____

DISPUTES

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

Yes_____ No_____

BONDS

Demonstrate Ability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of **B+, Class 7** or better or that is otherwise acceptable to the City, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00610 (Construction Performance Bond) and 00620 (Construction Labor and Material Payment Bond). Such performance and payment bonds shall be in the minimum penal sums provided therein. Bidder shall include authorization that gives the City the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.

Bonding Capacity - Provide documentation from Bidder's surety identifying the following:

Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

Is surety a California-admitted surety? Yes _____ No _____

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____ No _____

List surety's A.M. Best Rating: _____

What is Bidder's total bonding capacity? _____

What percentage rate does Bidder pay for bonds? _____

Surety Letter Attached YES_____ NO_____

INSURANCE

Demonstrate Ability to Provide Required Insurance. Bidder shall provide a letter from an insurance underwriter(s), having a financial rating from A. M. Best Company of **A, Class 7** or better or that is otherwise acceptable to the City, confirming that the insurer will provide Bidder the required coverages and amounts specified in Document 00700 (General Conditions).

In order to register to undertake work for the City of Cupertino, Bidder must provide the following:

1) Fill out this registration form completely.
2) Provide certificates of insurance complying with Document 00700 (General Conditions).

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

Coverage Amount: Per Occurrence: $_____ A.M. Best Rating: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Coverage Amount: Per Occurrence: _____ Per Aggregate: _____

Automotive Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: $ _____

A.M. Best Rating: _____

Coverage Amount Per Occurrence: _____

If Bidder has had the general liability carrier identified in this Document (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the past 5 years

Agency Name: _____

Contact Name: _____

Phone Number: _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

Has Bidder ever had insurance terminated by a carrier? Yes _____ No _____

If yes, explain on separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

PART C
DETAILED BIDDER EXPERIENCE

The nature of this Project requires prior similar experience by the firm and the Key Personnel assigned. **Contractor must have completed, within the last seven years, at least three contracts with a value of $1,500,000 or more. Bidder is precluded from self-performing any of the specific work listed under Designated Subcontractor, unless Bidder can conclusively demonstrate the necessary skill and experience for the Designated Subcontractor, Bidder shall provide the project experience information to support meeting the Designated Subcontractor's experience requirements.**

The unique nature of this Project requires prior asphalt overlay and patching experience by the firm and Key Personnel assigned.

Summarize similar project experience below and provide the detailed project information requested:

Project No. 1, of similar nature and complexity, completed in the past seven years, at or above $1,500,000 in construction cost.

Project name	Construction Cost ($)	Year completed

Location:_____

Owner name and phone no:_____

Engineer of Record name and phone no:_____

Owner's Const. Mgr. or Project Mgr. (name and phone number):_____

Work Performed:_____

Total Construction Cost:_____

Project No. 2, of similar nature and complexity, completed in the past seven years, at or above $1,500,000 in construction cost.

Project name	Construction Cost ($)	Year completed

Location:_____

Owner name and phone no:_____

Engineer of Record name and phone no:_____

Owner's Const. Mgr. or Project Mgr. (name and phone number):_____

Work Performed:_____

Total Construction Cost:_____

Project No. 3, of similar nature and complexity, completed in the past seven years at or above $ 1,500,000 in construction cost.

Project name	Construction Cost ($)	Year completed

Location:_____

Owner name and phone no:_____

Engineer of Record name and phone no:_____

Owner's Const. Mgr. or Project Mgr. (name and phone number):_____

Work Performed:_____

Total Construction Cost:_____

BIDDER'S PROPOSED KEY PERSONNEL

Bidder shall provide a resume, and specific information, as listed below, for each named Key Personnel of Bidder.

Project Manager: _____

Years of Employment with Bidder's Firm: _____

Years of experience _____

Education – degrees obtained, schools and years _____

Professional registration_____

Two client reference names and phone nos:_____

Project Superintendent: _____

Years of Employment with Bidder's Firm: _____

Years of experience_____

Education – degrees obtained, schools and years_____

Professional registration_____

Two client reference names and phone nos:_____

PART D
BIDDER REGISTRATION

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IN THIS DOCUMENT 00450 IS CURRENT AND ACCURATE AND AUTHORIZES THE CITY OF CUPERTINO AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

_____
printed name

_____
signature

_____
date

END OF DOCUMENT

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT
PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ **[Office of Affiant]** of _____ **[Name of Bidder]**, the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by contract, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the City of Cupertino, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

_____
(Name of Bidder)

_____
(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 2015

Notary Public of the State of _____
In and for the County of_____
My Commission expires_____ (Seal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

DOCUMENT 00482

BIDDER CERTIFICATIONS

CITY OF CUPERTINO
2016 PAVEMENT MAINTENANCE PROJECT

The undersigned Bidder certifies to the City of Cupertino as set forth in sections 1 through 7 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Bidder, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Bidder, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Bidder and any sub bidders under the Bidder shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Bidder's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Bidder, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Bidder and Subcontractors are eligible to bid and work on public works projects.

5. CERTIFICATE OF NON-DISCRIMINATION

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION REGARDING PREVIOUS DISQUALIFICATIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the City will be relying on this certification if it awards the Contract to the undersigned.

BIDDER: _____
(Name of Bidder)

Date: _____, 2015

By:_____
(Signature)

Name:_____
(Print Name)

Its:_____
(Title)

END OF DOCUMENT

DOCUMENT 00520

CONTRACT

THIS CONTRACT, dated this ____ day of _____, 2015 , by and between _____ whose place of business is located at _____ ("Contractor"), and the CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City") acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, City, on the _____ day of _____, 2015 awarded to Contractor the following Project:

PROJECT NUMBER 2016-15
2016 PAVEMENT MAINTENANCE PROJECT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Agency and Notices to City

2.1 City has designated Roger Lee, Assistant Director, Public Works – Maintenance, to act as City's Authorized Representative(s), who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Authorized Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City's Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.

2.2 All notices or demands to City under the Contract Documents shall be to City's Authorized Representative at: 10300 Torre Avenue, Cupertino, California 95014 or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

The Contract Time will commence to run on the date indicated in the Notice to Proceed. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 00700 (General Provisions) within 70 working days as provided in Document 00700 (General Provisions). All work on streets near schools shall be complete prior to August 11, 2016. See Attachment A for a list school streets. Several utility main replacements will occur within the project area.
Paving will follow completion of utility work. Contractor will coordinate schedule accordingly.
See Attachment for a list of utility projects identified to date.

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Contract and that City will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Document 00700 (General Provisions), Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work. Accordingly, City and Contractor agree that as liquidated damages for delay Contractor shall pay City:

3.2.1 **$1,500** for each Calendar Day that expires after the time specified herein for Contractor to achieve **Substantial Completion** as specified above.

3.2.2 **$1,500** for each Calendar Day that expires after the time specified herein for Contractor to achieve **Final Completion** of the entire Work as specified above.

3.2.3 **$250** per day per location for failure to adjust utility facilities as required per Document 0850 section 6**.**

3.2.4 $**500** per day for failure to place temporary pavement markers as required by Document 850 Section 7.

3.2.5 **$150** per day for failure to place final traffic striping as required by Document 0850, Section 7.

3.2.6 **$100** per day per traffic loop not replaced as required by Document 0850, Section 8.

3.2.7 **$5,000** for each occurrence of a violation of Document 00800, Section 1.7 **WORK DAYS AND HOURS**.

3.2.8 $500 per street per day for failure to complete work within time specified in paragraph 3.1.

3.2.9 Three Months Salary for each Key Personnel named in Contractor's SOQ pursuant to Article 2.G of Document 00450 (Statement of Qualifications for Construction Work) who leaves the Project and/or Contractor replaces at any point before Final Completion, for any reason whatsoever, that Contractor can demonstrate to City's satisfaction is beyond Contractor's control.

Liquidated damages shall apply cumulatively and, except as provided below, shall be presumed to be the damages suffered by City resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto: See Exhibit "A" attached

Article 5. Contractor's Representations

In order to induce City to enter into this Contract, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and

federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Provisions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Provisions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.7 Contractor has duly authorized the execution, delivery and performance of this Contract, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, contract, order or decree binding on Contractor.

5.8 Contractor has listed Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq*. in document 00340 (Subcontractors List)

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Document 00002 Signature Page
Document 00003 Project Directory
Document 00012 Caltrans/City Cross-Reference Table
Document 00100 Advertisement For Bids
Document 00200 Instructions to Bidders
Document 00210 Indemnity and Release Agreement
Document 00400 Bid Form
Document 00411 Bond Accompanying Bid
Document 00430 Subcontractors List
Document 00450 Statement of Qualifications
Document 00481 Non-Collusion Affidavit
Document 00482 Bidder Certifications
Document 00520 Contract
Document 00530 Insurance Forms

Document 00610 Construction Performance Bond
Document 00620 Construction Labor and Material Payment Bond
Document 00630 Guaranty
Document 00650 Agreement and Release of Any and All Claims
Document 00660 Substitution Request Form
Document 00700 General Conditions
Document 00800 Special Conditions
Document 00820 Traffic Control Requirements
Document 00821 Insurance
Document 00822 Apprenticeship Program
Document 00850 Technical Specifications
Document 00860 General Requirements
Attachment A Work Hour Restrictions
Addenda(s)
Drawings/Plans

6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Provisions).

Article 7. Miscellaneous

7.1 Terms used in this Contract are defined in Document 00700 (General Provisions) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Contract for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Contract or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq*.

7.4 The Contract Sum includes all allowances (if any).

7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at City's office, or may be obtained of the State of California web site http://www.dir.ca.gov/DLSR/PWD/Northern.html and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding contracts, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference(or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Contract and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Contract in quadruplicate the day and year first above written.

2016 PAVEMENT MAINTENANCE PROJECT

CITY:
CITY OF CUPERTINO, a Municipal Corporation of the State of California

Attest:

_____
City Clerk: Grace Schmidt

Approved as to form by City Attorney:

_____
City Attorney: Carol Korade

I hereby certify, under penalty of perjury, that David Brandt, City Manager of the City of Cupertino was duly authorized to execute this document.

Dated:_____

_____
David Brandt, City Manager of the City of Cupertino, a Municipal Corporation of the State of California

Designated Representative:

Name: Roger Lee

Title: Assistant Director of Public Works -

Address: 10300 Torre Ave, Cupertino, CA 95014

Phone: 408-777-3354

Facsimile: 408-777-3333

AMOUNT:
ACCOUNT #: 270-85-821-900-921
ACCOUNT #: FILE NO.: 94,493.107

CONTRACTOR:

By: _____
[Signature]

_____
[Please print name here]

Title: _____
[If Corporation: Chairman , President, or Vice President]

By: _____
[Signature]

_____
[Please print name here]

Title: _____
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

_____
State Contractor's License No. Classification

_____
Expiration Date

Taxpayer ID No._____

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

NOTARY ACKNOWLEDGEMENT IS REQUIRED. IF A CORPORATION, CORPORATE SEAL AND CORPORATE NOTARY ACKNOWLEDEMENT AND FEDERAL TAX ID ARE REQUIRED. IF NOT A CORPORATION SOCIAL SECURITY NO. IS REQUIRED

END OF DOCUMENT

DOCUMENT 00530

INSURANCE FORMS

INSURANCE FORMS INSTRUCTIONS

FOR ITEMS 3, 4 AND 5, THE FORMS PROVIDED BY THE CITY OF CUPERTINO MUST BE USED. FORMS OTHER THAN THESE WILL NOT BE ACCEPTED.

ALL DOCUMENTS MUST BE ORIGINALS - SUBMIT IN TRIPLICATE

1. Insurance Agreement - **Must** be signed by Contractor.

2. Certificate of Insurance to the City of Cupertino - **must** be completed by the insurance agent **or** **must** provide a certificate on the company's form. They **must** contain the same information.

3. Endorsement of Additional Insured and Primary Insurance and Notice of Cancellation - **must** be signed by the insurance agent for general liability and automobile liability only.

4. Comprehensive general liability/commercial general liability endorsement of aggregate limits of insurance per project - **must** be signed by the insurance agent for general liability only.

5. Waiver of subrogation endorsement worker's compensation insurance - **must** be signed by the insurance agent for worker's compensation only.

INSURANCE AGREEMENT

A. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

B. Contractor and all subcontractors will carry worker's compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the City, the City's officers, agents and employees and shall issue an endorsement to the policy evidencing same.

C. Contractor shall carry at all times, on all operations hereunder, commercial general liability insurance, automobile liability insurance and builder's all risk insurance. All insurance coverage shall be in amounts required by the City and shall be evidenced by the issuance of a certificate in a form prescribed by the City and shall be underwritten by insurance companies satisfactory to the City for all operations, sub-contract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Said insurance coverage obtained by the Contractor, excepting worker's compensation coverage, shall name the City, its engineer, and each of its directors, officers, agents and employees, as determined by the City, as additional insureds on said policies. Insurers must be licensed to do business in the State of California. The Insurers must also have an "A" policyholder's rating and a financial rating of at least Class VII in accordance with the current Best's Guide Rating or that is otherwise acceptable to the City.

D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled or modified without thirty (30) days written notice to the City. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of the City by Contractor under this Contract and for the duration of the warranty period. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and having a Best's Guide Rating of A, Class VII or better or that is otherwise acceptable to the City.

LIMITS

Worker's Compensation & Employers' Liability	In accordance with the Worker's Compensation Act of the State of California – Worker's comp "statutory" per CA Law; Employers' Liability $1,000,000 per occurrence.
General Liability - commercial general liability; including provisions for contractual liability, personal injury, independent contractors and products – completed operations hazard.	Combined single limit of $2.0 million per occurrence; $4.0 million in the aggregate
Automobile Liability - comprehensive covering owned, non-owned and hired automobiles.	Combined single limit of $1.0 million per occurrence.

_____ By:_____

(Contractor's Name)

Dated:_____20___

CERTIFICATE OF INSURANCE TO THE CITY OF CUPERTINO

This certifies to the City of Cupertino that the following described policies have been issued to the insured named below and are in force at this time.

Insured: _____

Address: _____

_____

Description of operations/locations/products insured (show contract name and/or number, if any):

_____

_____

==========

WORKER'S COMPENSATION

_____
(name of insurer)

* Statutory Min.
* Employer's Liability

$ _____ $ _____ $ _____

Insurance Company's State License No. _____

==========

Check Policy Type: **COMPREHENSIVE GENERAL LIABILITY**

[ ] Premises/Operations
[ ] Owners & Contractors Protective
[ ] Contractual for Specific Contract $_____
[ ] Products Liability
[ ] XCU Hazards
[ ] Broad Form P.D.
[ ] Severability of Interest Clause
[ ] Personal Injury with Employee Exclusion Removed

or

COMMERCIAL GENERAL LIABILITY

Each Occurrence $_____

General Aggregate (if applicable) $_____

Aggregate $_____

Personal Injury

Fire Damage (any one fire) $_____

Medical Expense (any one person) $_____

Self-Insured Retention $_____

_____
(name of insurer)

Policy No. _____ Expiration Date_____

AUTOMOTIVE/VEHICLE LIABILITY Commercial Form Liability Coverage	BODILY INJURY Each Person	PROPERTY DAMAGE Each Accident
_____ (name of insurer)	$_____ Each Accident	$_____
	$_____	or
	Combined Single Limit	$_____

Policy No. _____ Expiration Date _____

==========

BUILDER'S RISK "ALL RISK"
This is to certify that the following policy has been issued by the below-stated company in conformance with the requirements of the project documents and is in force at this time.

_____**N/A**_____
(Name of insurer)
Policy No. _____ Expiration Date_____
Limits of Liability: _____ Deductible: _____

==========

_____ A copy of all Endorsements to the policy(ies) which in any way
(agent's initial) limit the above-listed types of coverage are attached to this

Certificate of Insurance.

This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this Certificate of Insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

IT IS HEREBY CERTIFIED that the above policy(ies) provide liability insurance as required by the Agreement between the City and the insured.

By:_____ Dated:_____20____

Attach Certificate of Insurance and Additional Insured Endorsement on company forms.

ADDITIONAL INSURED ENDORSEMENT
and
ENDORSEMENT OF PRIMARY INSURANCE
and
NOTICE OF POLICY
CANCELLATION ENDORSEMENT

Project Title and Number:_____

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

The City of Cupertino ("City") and its directors, officers, engineers, agents and employees, and all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees, and the State of California, and its officers, agents and employees, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Contractor at or upon any of the premises of the City in connection with the Contract with the City, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations.

The insurance afforded by this policy is primary insurance, and no additional insurance held or owned by the designated additional insured(s) shall be called upon to cover a loss under said additional policy.

Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially altered, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Cupertino ("City"). Such notice shall be addressed to the City as indicated below.

POLICY INFORMATION

1. Insurance Company:_____

2. Insurance Policy Number:_____

3. Effective Date of this Endorsement:_____20____

4. Insured:_____

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and these Endorsements, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, _____(print/type name)

warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative:_____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency:_____ Title:_____

Address:_____ Telephone: _____ _____ _____

_____ Facsimile: _____ _____ _____

COMPREHENSIVE GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
ENDORSEMENT OF AGGREGATE LIMITS OF INSURANCE PER PROJECT

Project Title and Number:_____

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is as follows:

This Endorsement modifies the insurance provided under the General Liability Coverage part of the below-referenced policy of insurance.

The general aggregate limit under LIMITS OF INSURANCE applies separately to the project described as _____

POLICY INFORMATION

1. Insurance Company:_____
2. Insurance Policy Number:_____
3. Effective Date of this Endorsement:_____20____
4. Insured:_____
5. Additional Insured: City of Cupertino, its directors, officers, agents and employees.

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and this Endorsement, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, _____(print/type name) warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative:_____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency:_____ Title:_____
Address:_____ Telephone: _____ _____ _____
_____ Facsimile: _____ _____ _____

WAIVER OF SUBROGATION ENDORSEMENT
WORKER'S COMPENSATION INSURANCE

Project Title and Number:_____

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

It is agreed that with respect to such insurance as is afforded by the policy, the Insurance Company waives any right of subrogation against the City of Cupertino, and each of its directors, officers, agents, consultants and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above-referenced Contract.

POLICY INFORMATION

1. Insurance Company:_____

2. Insurance Policy Number:_____

3. Effective Date of this Endorsement:_____20____

4. Insured:_____

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and this Endorsement, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, _____(print/type name) warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative:_____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency:_____ Title:_____

Address:_____ Telephone: _____ _____ _____

_____ Facsimile: _____ _____ _____

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated _____**,** is in the penal sum of _____ _____ [which is one hundred percent of the Contract Price]**,** and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), the City of Cupertino, a Municipal Corporation of the State of California ("City") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
_____	_____
Name	Name
_____	_____
Address	Principal Place of Business
_____	_____
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

2016 PAVEMENT MAINTENANCE PROJECT
PROJECT NUMBER 2016-15

at Cupertino, California.

DATED _____, 20____ in the Amount of $_____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name and Title: _____	Name and Title:_____
_____	_____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no City Default, Surety's obligation under this Bond shall arise after:

   3.1 City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

   3.2 City has agreed to pay the Balance of the Contract Sum:

      3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When City has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City's consent; or

4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;

6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;

6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).

7. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary contracts under paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Contract). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

    12.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.

    12.2 Construction Contract: The contract between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

    12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, “default” or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).

    12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated _____, is in the penal sum _____ [one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 14, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), the City of Cupertino, a Municipal Corporation of the State of California ("City") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
_____	_____
Name	Name
_____	_____
Address	Principal Place of Business
_____	_____
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

2016 PAVEMENT MAINTENANCE PROJECT
PROJECT NUMBER 2016-15

at Cupertino, California.

DATED _____, 20____ in the Amount of $_____(the "Penal Sum")

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name and Title: _____	Name and Title:_____
_____	_____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to City, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

   2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contact, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or 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 or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq*., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.

5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.

6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.

7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Contract). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq*. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and City to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

14. Definitions.

14.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).

14.2 Construction Contract: The contract between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 City Default: Material failure of City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 00630

GUARANTY

TO THE CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City"), for construction of

2016 PAVEMENT MAINTENANCE PROJECT

CUPERTINO, CALIFORNIA

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City for a period of one year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance.

If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 00700 (General Conditions).

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

_____
Contractor's Name

_____
Address

_____ _____
City/State/Zip Date

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [_____] day of [_____], 20___, by and between the _____("City"), and _____ ("Contractor"), whose place of business is at _____.

RECITALS

A. City and Contractor entered into Contract Number _____ (the "Contract").

B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between City and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	$ _____
Modified Contract Sum	$ _____
Payment to Date	$ _____
Liquidated Damages	$ _____
Payment Due Contractor	$ _____

2. Subject to the provisions of this Agreement and Release, City will forthwith pay to Contractor the sum of $_____ Dollars and _____ Cents ($_____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the Contract, except for the claims described in paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, and all if its agents, employees, consultants (including without limitation Consulting Cupertino), inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in paragraph 6 of this Document 00650.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Date Submitted	Description of Claim	Amount of Claim

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges City, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless the City of Cupertino, Santa Clara County, its Architect, any of their Representatives, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00650.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

> **A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.**

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of City shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

THE CITY OF CUPERTINO,
a Municipal Corporation of the State of California

By: _____

Its: _____

ATTEST:

_____
[City Clerk]

[CONTRACTOR]

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

REVIEWED AS TO FORM:

_____
[City Attorney]

_____, 20 _____

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

To: The City of Cupertino,
A Municipal Corporation of the State of California ("City")

Project: **2016 PAVEMENT MAINTENANCE PROJECT, PROJECT NO. 2016-15**

Contractor:_____

Subcontractor/Supplier:_____

Drawing Sheet Reference/Detail No:_____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above project:

Section	Paragraph	Specified Item
_____	_____	_____
_____	_____	_____

Proposed Substitution:_____

_____

The undersigned encloses the information required herein. If this Document 00660 is being submitted by a Bidder wishing to use "or equal" item(s) as provided in Document 00200 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 00700 (General Conditions). However, If this Document 00660 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 00700 (General Conditions).

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Drawings and Specifications that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

A. Does the substitution affect dimensions shown on Drawings?

_____

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

_____

C. What effect does the substitution have on other contractors, trades, or suppliers?

_____

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

_____

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

_____

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

_____
Bidder/Contractor
[note applicable]

_____
Signature

_____
Name

_____
Address

_____
City/State/Zip

Telephone: _____

Date: _____

For Use by City:

_____ Accepted _____Accepted as Noted

_____ Not Accepted _____Received Too Late

By: _____
City's Representative

Date: _____

Remarks: _____

_____

_____

_____

END OF DOCUMENT

DOCUMENT 00700

GENERAL CONDITIONS

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ABBREVIATIONS AND DEFINITIONS

Whenever in these Specifications and other Contract Documents the following abbreviations and terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

ABBREVIATIONS--General

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AAN	American Association of Nurserymen
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACS	Acoustical Society of America
AFPA	American Forest and Paper Assoc.
AGA	American Gas Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	American Institute of Architects
A.I.A.	American Insurance Association
AIHA	American Industrial Hygiene Association
AISI	American Iron and Steel Institute
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ARMA	Asphalt Roofing Manufactures Association
ASC	Adhesive and Sealant Council
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASTM	American Society of Testing and Materials
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
BHMA	Builders' Hardware Manufacturers Association
CAEPA	California Environmental Protection Agency
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCC	Carpet Cushion Council
CCD	Construction Change Directive
CCR	California Code of Regulations
CE	Corps of Engineers

CEC	California Electric Code
CFR	Code of Federal Regulations
CIH	Certified Industrial Hygienist
CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Fence Manufacturers Institute
CO	Change Order
CPM	Critical Path Method
CPSC	Consumer Product Safety Commission
CPUC	California Public Utilities Commission
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CTI	Ceramic Tile Institute
DHI	Door and Hardware Institute
DHS	California Department of Health Services
DIPRA	Ductile Iron Pipe Research Assoc.
DLPS	Decorative Laminate Products Assoc.
DOC	Department of Commerce
DOT	Department of Transportation
DSA	Division of State Architect (formerly known as the Office of the State Architect)
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
FS	Federal Specifications
GA	Gypsum Assoc.
HMA	Hardwood Manufacturers Assoc.
HSC	California Health and Safety Code
I.D.	Identification
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IESNA	Illuminating Engineering Society of North America
IILP	International Institute for Lath & Plaster
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
M/WBE	Minority and/or Woman-Owned Business Enterprise
MBE	Minority Business Enterprise
MBMA	Metal Building Manufacturer's Assoc.
MCAA	Mechanical Contractors Assoc. of America
MFMA	Maple Flooring Manufacturers Assoc.
MIA	Masonry Institute of America
ML/SFA	Metal Lath/Steel Framing Assoc.
MSDS	Material Safety Data Sheet
NAAMM	National Assoc. of Architectural
NBHA	National Builders Hardware Assoc.
NBS	National Bureau of Standards
NEC	National Electric Code
NEII	National Elevator Industry, Inc.
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Assoc.
N.F.P.A.	National Forest Products Association
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Assoc.
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning and Department

PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PG&E	Pacific Gas and Electric Company
PM	Preventive Maintenance
PR	Proposal Request
PS	Product Standard, U. S. Department of Commerce
RFCI	Resilient Floor Covering Institute
RFI	Request for Information
RFIR	Request for Information Reply
RFP	Request for Proposals
RFS	Request for Substitution
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Assoc.
RWQCB	California Regional Water Quality Control Council
SAE	Society of Automotive Engineers
S.D.I.	Steel Door Institute
SFM	State of California, Office of State Fire Marshal
SJI	Steel Joint Institute
SMACNA	Sheet Metal & Air Conditioning
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
SWRCB	California State Water Resources Control Council
TCA	Tile Council of America
TIE	Time Impact Evaluation
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
USDA	U.S. Department of Agriculture
USPS	U.S. Postal Service
USEPA	United States Environmental Protection Agency
WA	Wallcovering Assoc.
WCLB	West Coast Lumber Inspection Bureau
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WLPDIA	West Coast Lumber Inspection Bureau
WRI	Wire Reinforcement Institiute
WWPA	Western Wood Products Association

ABBREVIATIONS—in Specifications

AWG	American Wire Gauge
Accord	Accordance
Co.	Company
Corp.	Corporation
cm.	centimeter (centimeters)
cu.	Cubic
Div.	Division
dia.	Diameter
EA	each
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per day
gpm	gallons per minute
hr.	hour

kg.	kilogram (kilograms)
in.	inch (inches)
Inc.	Incorporated
km.	kilometer (kilometers)
Kw	Kilowatt
LS	lump sum
l.	liter (liters)
lbs.	pounds
M/m	meter (meters)
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
m^2	square meter
m^3	cubic meter
No.	number
o.c.	on centers
O.D.	outside diameter
Psi	pounds per square inch
Psf	pounds per square foot
sq.	square
T & G	tongue and groove
tonne	metric ton (1000 kg.)
U.S.	United States
yd.	yard (yards)

SYMBOLS in Specifications

[for consideration]

:	"shall be" or "shall" - where used within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	per, except where used to combine words; example: power/fuel, and in that case it means and
"	inch (inches)
'	foot (feet)
@	At

SYMBOLS in Drawings

As indicated therein.

DEFINITIONS

Acceptance: The formal written acceptance by City of a contract which has been completed in all respects in accordance with the Drawings and Specifications and any modifications thereof previously approved.

Addendum or Letter of Clarification: A change in the Specifications or Drawings issued prior to the opening of Bids.

Agency: City.

Alternate: Work added to or deducted from the Base Bid, if accepted by City.

Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

Approved, Directed, Ordered, or Required: Whenever these words or their derivatives are used, it is the intent, unless otherwise clearly stated, that approval or direction by City is indicated.

Approved Equal: Approved in writing by City as being of equivalent quality, utility and appearance.

Asbestos: Any material that contains more than one percent asbestosis and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

Attorney or Attorney General: The attorney selected by City.

Bid: The offer or proposal of the Bidder submitted on the proscribed forms setting forth the prices for the Work to be performed.

Bidder: Any individual, firm, partnership, corporation or combination thereof, submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

Bidding Documents: All documents comprising the Project Manual (including all documents and specification sections listed on Document 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.

Board or Council: City's governing body, its City Council.

Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by City. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.

a. New Year's Day, January 1;
b. Martin Luther King Jr.'s Birthday, third Monday in January;
c. Lincoln's Birthday, February 12;
d. Presidents' Day, third Monday in February;
e. Memorial Day, last Monday in May;
f. Independence Day, July 4;
g. Labor Day, first Monday in September;
h. Veterans' Day, November 11;
i. Thanksgiving Day, as designated by the President;
j. The Day following Thanksgiving Day;
k. Christmas Day, December 25; and
l. Each day appointed by the Governor of California and formally recognized by the Santa Clara County Board of Supervisors as a day of mourning, thanksgiving, or special observance.

By City: Work that will be performed by City or its agents at the City's expense.

By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by City, other contractors, or other means.

Calendar Day: Any Day of the year, without exception.

Change Order: A written instrument prepared by City and signed by City and Contractor, stating their agreement upon all of the following:

a. a change in the Work;
b. the amount of the adjustment in the Contract Sum, if any; and
c. the amount of the adjustment in the Contract Time, if any.

Certified Hazardous Materials Testing Laboratory: A laboratory certified by the California Department of Health Services to perform specific chemical and physical analysis for hazardous materials.

Certified Industrial Hygienist: A professional who is certified by the American Council of Industrial Hygienists as trained to evaluate safety and health hazards and determine safety measures necessary for personnel working under hazardous conditions.

Chief Engineer: The Program Manager selected by City.

City: City of Cupertino, , a Municipal Corporation of the State of California.

City-Furnished, Contractor-Installed: Items furnished by City at its cost for installation by Contractor at its cost under Contract Documents.

City's Representative(s): See Document 00520 (Contract).

Claim: As defined in Section 9 of this Document 00700.

Code: Codes of the State of California, including but not limited to, Government Code, Labor Code, etc.

Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

Contract: (Document 00520): Contract is the basic agreement document that binds the parties to construction Work. Contract defines relationships and obligations between City and Contractor and by reference incorporates Standard Provisions, Special Provisions, Drawings and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

Construction Change Directive (CCD): A letter, signed by the City's Director of Public Works, or his designated representative, directing the Contractor to proceed with additive or deductive changes to the contract when that Work or its value is contested by the Contractor. The Work, as directed by a Construction Change Directive, will be completed under the terms of Force Account as explained in Document 00700, General Conditions.

Construction Equipment: Equipment used for the performance of Work but not incorporated into the project.

Construction Manager: See Document 00520 (Contract) (if this term is used).

Consulting Engineer: See Document 00520 (Contract) (if this term is used).

Contract or Contract Documents: The written agreement between Contractor and City consisting of the Contract Documents as defined in the Document 00520 (Contract).

Contract Modification: Either:

a. a written amendment to Contract signed by Contractor and City; or

b. a Change Order.

Contract Prices: The prices for the Work set forth in the Contract. Contract Price (or Contract Sum) shall mean the aggregate price for all Work set forth in the Contract.

Contract Sum: The sum stated in the Contract and, including authorized adjustments, the total amount payable by City to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.

Contract Time: The number of days for Substantial Completion and/or Final Completion the Work including any milestones specifically identified in the Contract.

Contractor: The entity or person entering a contract with City.

Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

Controlling Item of Work: Any feature or combination of features of the Work, which if delayed, will delay the time of completion of a contract. Also known as critical work or critical path work.

County: The County of Santa Clara, State of California.

Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.

Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by City). City is the judge of whether Work is defective.

Department: City.

Director or Director of the Department of Transportation: City's City Public Works Director.

District: City.

Division: City.

Drawings: The official drawings, Working drawings, detail drawings, and supplemental drawings, or reproductions thereof, which show the location, character, dimensions, and details of the Work to be done, and which are to be considered as part of the Contract.

Engineer or Engineer of the Department of Transportation: City of Cupertino and any designated person or entity by City

Equal: Equal in opinion of City. Burden of proof of equality is responsibility of Contractor.

Equipment: Equipment incorporated or to be incorporated into the project.

Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

Field Authorization (FA): An authorization issued by City to Contractor to allow additive or deductive work to proceed when Change Order process time may delay the Work.

Final Acceptance: City's acceptance of the Work as satisfactorily completed in accordance with Contract Documents.

Final Completion: Shall be achieved when the entire work is complete, except for minor punch list items, as determined by City.

Fixed Costs: Any necessary labor, material, and equipment costs directly expended on the item or items under consideration which remain constant regardless of the quantity of Work done.

Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

Furnish: Supply only, do not install.

Hazardous Material: (A) Any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to any federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including, but not limited to response, removal, and remediation costs) or standards of conduct or performance concerning any hazardous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or as otherwise dangerous waste, substance or material; (B) any substance, product, waste, or other material of any nature whatsoever whose presence in and of itself may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of a state or federal court; (C) any substance without limitation, which contains petroleum or crude oil, including but not limited to, petroleum and petroleum products.

Hazardous Waste: Any substance or material, as defined in the California Hazardous Waste Control Act, Health and Safety Code Section 25, or the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.

Indicated: Shown or noted on the Drawings.

Install: Install or apply only, do not furnish.

Laboratory: The independent testing organization or organizations selected by City.

Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Provisions.

Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions

Liquidated Damages: The amount stated in Document 00520 (Contract), to be paid to City or to be deducted from any payments due or to become due Contractor as provided in the Contract Documents.

Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

Modification: Same as Contract Modification.

Not in Contract: Work that is outside the scope of Work to be performed by Contractor under Contract Documents – shown as NIC.

Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.

Off Site: Outside geographical location of the Project.

Northern Region: City.

Office of Materials and Foundations: Laboratory.

Office of Structure Design: When specifications require working drawings to be submitted to the Office of Structure Design, the drawings shall be submitted to the Resident Engineer.

***Owner*:** City.

Partial Utilization: Use by City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

PCBs: Polyclorinated byphenyls.

Personnel Protection: Equipment and procedures which minimize human exposure to regulated materials, hazardous materials, hazardous wastes, or unsafe situations.

Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00520 (Contract).

Plans, Construction Plans: The Drawings.

Product Data: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.

Progress Report: A periodic report submitted by Contractor to City with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Document 00700 (General Conditions).

Project: The erection, construction, alteration, repair, or improvement to be accomplished under the Contract and performing the Work.

Project Float: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.

A. For example, in the event of unexcused delay by Party A and Party B, and 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 Substantial Completion date.

B. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.

Project Manual: Project Manual consists of Bidding Requirements, Contract, Bonds, Certificates, Standard Provisions and Special Provisions, and Specifications.

Project Record Documents: All Project deliverables required under Section 00700, including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.

Provide: Furnish and install.

Reasonable Accuracy: Within the tolerances as shown on the Drawings or indicated in the Specifications.

Regulated Material: Any substance or combination of substances for which federal, state, or local regulations require special management, storage, disposal or handling practices. This shall include, but not be limited to, materials defined as: Hazardous Materials and Waste; Designated Wastes (CCR, Title 23, Section 23-2522); and Special Waste (CCR, Title 22, Section 22-66195).

Request for Information ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for City to submit Contract Document clarifications or supplements to Contractor.

Request for Proposals ("RFP"): A document issued by City to Contractor whereby City may initiate changes in the Work or Contract Time as provided in Contract Documents.

Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.

RFI-Reply: A document consisting of supplementary details, instructions, or information issued by City that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by City. RFI-Replies will be issued through the RFI administrative system.

Remediation: Restoration of the contaminated soil, groundwater, or other materials to its pre-contaminated level or to a level acceptable to City and local, state and federal agencies.

***Resident Engineer*:** Authorized representative for the City. Also identified as Engineer.

Responsible Bidder: A bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Work.

Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Section: A numbered portion of a title section of the Specifications.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

Shown: As indicated on Drawings.

Site: The particular geographical location of Work performed pursuant to Contract Documents.

Specifications: The directions, provisions and requirements contained in the Contract Documents, including but not limited to, the State Specifications, Special Provisions, and Technical Provisions.

Standard Plans: The Standard Plans, of the State of California Department of Transportation, May 2006.

State: City.

***State Furnished Materials*:** Materials furnished by City.

State of California: City except where in the context of the Contract Documents it is clear the reference is to the State of California.

State Specifications (or Standard Specifications): See Section 1.05 in this Document 00700.

Special Conditions or Special Provisions: Document 00800 (Supplemental General Conditions) and Document 00805 (Supplemental Conditions – Hazardous Materials) (if included).

Standard Provisions: Document 00700 (General Conditions)

Subcontractor: An entity or person contracting with Contractor or another subcontractor to perform any portion of Work.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of City as evidenced by a Certificate of Substantial Completion and can be utilized for the purpose for which it is intended.

Supplemental Instruction: A written directive from City to Contractor ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.

Supplier/Vendor: A person or entity that has a direct contract with the Contractor or a Subcontractor to provide, fabricate, deliver or install materials, products or assemblies.

Technical Provisions: Provisions and or clauses specific to the Work of the Project, generally found in Sections 10 thru 95 of the State Specifications.

Testing and Special Inspection Agency: An independent entity engaged by City to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

Ton: 2,000 pounds avoirdupois.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00520 (Contract).

Work: The entire completed construction of the Work or of the various separately identifiable parts thereof required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing administrative services, labor and professional services, furnishing and incorporating materials and equipment into the construction, and performing or furnishing construction services and furnishing documents, all as required by the Contract Documents including the Plans and Specifications. Wherever the word "work" is used, rather than the word "Work", it shall be understood to have its ordinary and customary meaning.

Work Day: All Days, other than Saturdays, Sundays, and public holidays, unless specifically modified to the contrary.

Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of City is intended. Words "sufficient," "necessary," "proper," and the like shall

mean sufficient, necessary, or proper in judgment of City. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by City.

Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.

SECTION 1. INTERPRETATION OF CONTRACT

1.1 Precedence of Contract

In resolving conflicting requirements between the Contract Documents order of precedence shall be as follows:

A Change orders
B Addenda or Letters of Clarification
C Document 00520 (Contract)
D Special Conditions
E Technical Specifications/Special Provisions
F Drawings
G General Conditions
H State Specifications
I State Standard Plans

With reference to the Drawings:

A Figures govern over scaled dimensions
B Detail drawings govern over general drawings

1.2 Clarification of Contract

Should it appear that the work to be done or any of the matters relative thereto is not sufficiently detailed or explained in the Specifications or on the Drawings, or if Contractor discovers during the course of the Work any discrepancies between the Contract Drawings and conditions in the field, or any errors or omissions in the Contract or in the layout given by stakes, points, or instructions, the bidder or Contractor shall apply in writing to City for such further explanations as may be necessary and shall conform to them as part of the Contract. Any work done after such discovery until authorized by City, will be done at Contractor's risk.

All corrections of readily apparent errors or omissions in the Contract may be made by City when such corrections are necessary for the proper fulfillment of their intention as construed by City. The misplacement, addition, or omission of any word, letter, figure, or punctuation mark which has no substantive legal effect will in no way change the due spirit, intent, or meaning of Contract.

1.3 Contract Documents Complementary

Any part of the Work not shown on the Drawings or described in these Specifications but which is reasonably or ordinarily implied by either, shall be furnished and installed by Contractor as if fully described in these Specifications and shown upon the Drawings. All disputes shall be administered under Section 9 herein.

1.4 Contract Interpretation

In the event of any doubt or questions arising respecting the true meaning of the Contract, reference shall be made in writing to City, whose decision thereon shall be final.

1.5 State Specifications

The Work set forth in these Specifications shall be accomplished in accordance with appropriate provisions of construction details, Section 10 to Section 95, inclusive, of the Standard Specifications of the State of California, Business, Transportation And Housing Agency, Department of Transportation, 2010. These

Specifications are herein referred to as the State Specifications (or Standard Specifications) and are by reference made a part of these Specifications the same as though set out in full.

1.6 Conflicts Involving State Specifications

In the event of conflict between the State Specifications and the Standard, Special, or Technical Provisions of these Specifications or the Drawings or any Contract Document other than the State Specifications, then such non-State Specification shall have precedence.

SECTION 2. BONDS AND INSURANCE

2.1 Contractor's Insurance

A General

Contractor shall not perform Work under this Contract unless all insurance required by this Section has been obtained; and such insurance and insurers have been approved by City; and such insurance remains in full force and effect. Approval of insurance by City shall neither relieve nor decrease the liability of Contractor hereunder. Any delay in performing Work caused by Contractor's failure to comply with the insurance requirements specified in these Specifications, is the responsibility of Contractor. Failure by Contractor to maintain all required insurance at all times during the performance of this Contract, and until Final Acceptance by City, shall constitute a material breach of this Contract and shall not be a basis for a time extension.

For insurance requirements and forms see Document 00821 and 00530.

B Workers' Compensation and Liability Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at Contractor's sole cost and expense, keep in force at all times during the performance of this Contract, and until Acceptance by City, the following minimum insurance coverages, unless otherwise specified in the Special Provisions:

For insurance requirements and forms see Document 00821 and 00530.

C Insurance on Work and Materials

Contractor shall secure and maintain such direct damage insurance against such perils as Contractor may deem necessary to protect the Work called for in this Contract including Work completed, material in place or to be used in the performance of this Contract and such other miscellaneous items as may be necessary to the performance of this Contract.

For insurance requirements and forms see Document 00821 and 00530.

D Certificates of Insurance

Contractor shall furnish certificates of insurance to City for all required insurance coverages.

For insurance requirements and forms see Document 00821 and 00530.

2.2 Contractor's Bonds

A Filing of Bonds

At or before the date indicated in Document 00200 (Instructions to Bidders), Contractor shall file with City the following bonds:

1. Corporate surety bond, in the form of Document 00610 (Construction Performance Bond), in the penal sum of 100% of Contractor's Bid as accepted, to guarantee faithful performance of the Work; and

2. Corporate surety bond, in the form of Document 00620 (Construction Labor and Material Payment Bond), in the penal sum of 100% of Contractor's Bid as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

3. The Payment bond will be released six (6) months after the recording of the Notice of Completion, and the Faithful Performance shall be reduced by ninety percent (90%) at the recording of the Notice of Completion. The remaining ten percent (10%) will be released at the end of one (1) year from acceptance of the project provided any deficiencies in the work have been corrected.

B Surety Qualifications

Sureties shall be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of B+,VII or better.

SECTION 3. SCOPE OF WORK

3.1 Work to be Done

The Work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, construction equipment, materials of any kind, and installed manufactured equipment, except as otherwise specified herein, to be furnished by City or from sources provided by City, which are required to construct in a good and worker-like manner all the work herein specified. The intent of the plans and specifications is to describe the details for the construction and completion of the work which Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of first class quality are to be used.

Bidder should take particular notice that any and all items of Work, called for in the Construction Documents, but not included in a description of any specific bid item, shall be considered as included in one (1) or more of the bid items and that no additional compensation for those items of Work, beyond the Base Bid, will be allowed. Work of this nature includes, but is not limited to, such items as flagmen, water, all safety requirements, or work and materials required to provide public convenience and safety, barricades, lights, vehicular detours, and pedestrian walkways.

See Document 00800 for more detail of work and requirements.

3.2 Cleaning

Before final inspection Contractor shall clean the premises, and unless otherwise specified remove all rubbish, excess materials, false work, temporary structures, and equipment. All parts of the Work shall be left in a neat and presentable condition to the satisfaction of City. Contractor shall perform final cleanup in phases whenever the work is completed in phases, and/or turned over to City in phases, and/or where the Work is exposed. Additionally, all areas of the work may in any manner interface with the public shall be maintained in a neat, orderly, sanitary, and safe condition, and contractor shall at all times maintain the work area in a neat and orderly condition.

Nothing herein, however, shall require Contractor to remove warning, regulatory, and guide signs prior to Final Acceptance by City.

A Progress Cleaning

Contractor shall perform periodic cleaning to ensure that any streets and other City and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.

Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.

Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.

All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).

Disposal of Materials:

1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
3. Contractor is cautioned that the County of Santa Clara and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.

All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to City. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor**,** Santa Clara County, City and any City consultant from future liability.

If Contractor does not properly clean the Site, in the opinion of City, then City shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

B Final Cleaning

Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed finished surfaces.
Repair, patch, and touch up marred surfaces to match adjacent finishes.
Clean Site; mechanically sweep paved areas.
Remove waste and surplus materials, rubbish, and construction facilities from Site.

3.3 Change in Work

A General

City may, at any time or from time to time, order additions, deletions, or revisions in the Work, any portion of the Work, unit price item, or the Contract Time. These changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, the adjustment of Contract Time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved by City. Upon receipt of an approved contract change order, Contractor shall proceed with the ordered work. If ordered in writing by the City, Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefore. In those cases, City will, as soon as practicable, issue an approved contract change order for the ordered work and, if the parties cannot agree, then the contract claims procedure in Section 9 shall apply. When the compensation for an item of work is subject to adjustment, Contractor shall, furnish City with adequate detailed cost data for that item of work showing actual costs incurred with direct costs, indirect costs, and any overhead claims. If Contractor requests an adjustment in compensation for an item of work as provided herein, the cost data shall be submitted with the request.

Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

Only Contractor or City may initiate changes in scope of Work or deviation from Contract Documents.

Contractor may only initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.

RFIs shall be submitted to seek clarification of or request changes in the Contract Documents.
Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700 (General Conditions).
Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700 (General Conditions).

Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation. Contractor shall be responsible for both City and it's Engineer's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City; at City's discretion, such costs may be deducted from progress payments or final payment.

City may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.

City may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.

City may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by City only.

B Procedures

1 Cost Proposal and Procedures:

Whenever Contractor is required to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to City for consideration a Cost Proposal using the forms approved by the City. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in this section. After receipt of a Cost Proposal with a detailed breakdown, City will act promptly thereon.

If City accepts a Cost Proposal, City will prepare Change Order for City and Contractor signatures.

If Cost Proposal is not acceptable to City because it does not agree with cost and/or time included in Cost Proposal, City will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Document, Contractor shall have seven Days in which to respond to City with a revised Cost Proposal.

When necessity to proceed with a change does not allow the City sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), City may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

2 Request for Information (RFI):

Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to City. Contractor shall use RFI format provided by City. Contractor must submit

time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

City will respond within seven Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors. RFI received after 12:00 pm will be considered as received the following day, for Fridays, the following day will be considered to be Monday.

If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.

If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to City clarifying original RFI. Additionally, City may return RFI requesting additional information should original RFI be inadequate in describing condition.

If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify City in writing within seven Days after receiving the response. If City disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in this Document and submit its Claim within 30 days. If City agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

3 Field Authorization (FA):

A letter issued and signed by the City's Director of Public Works, or his designated representative, authorizing the Contractor to proceed with additive or deductive changes to the contract, exclusive of time extensions, which value does not exceed $50,000, which will become a part of a subsequent Contract Change Order. The Field Authorization is issued during the course of construction when it is known or believed that the changes in the Work being requested cannot be processed in a timely way as a Contract Change Order without risk of causing a delay to the project. The contractor cannot include work performed under a Field Authorization in an Application for Payment until the Field Authorization is fully incorporated into an approved Contract Change Order.

4 Supplemental Instruction:

City may issue Supplemental Instruction to Contractor.

If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.

If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Contractor must submit a Cost Proposal to City within 21 Days of receiving the Supplemental Instruction.

5 Construction Change Directives (CCD):

If at any time City believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, City may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City's CCD within 10 Days.

Contractor's response must be any one of following:

Return CCD signed, thereby accepting City's response, time and cost.

Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City so requests.
Give notice of intent to submit a Claim as described in this Document and submit its Claim with 30 days.

If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
Unit prices stated in the Contract Documents or subsequently agreed upon.
Cost to be determined in a manner agreed.

CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim. Contractor shall keep and present, in such form as City may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in this Section.

Pending final determination of cost to City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to City for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by City. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

6 City Requested RFP:
Contractor shall furnish a Cost Proposal within 21 Business Days of City's RFP. Upon approval of RFP, City will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, City may either issue a CCD or decide the issue per the claims section of this Document. Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

7 Differing Site Conditions:
Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to section 3 of this Document, which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.

8 Hazardous Waste Conditions:
Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to this Document, which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.

9 All Changes:
Documentation of Change in Contract Sum and Contract Time:

Contractor shall maintain detailed records of Work performed on a time-and-material basis. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.

Contractor shall, on request, provide additional data to support computations for:

a. Quantities of products, materials, labor and equipment.

b. Taxes, insurance, and bonds.

c Overhead and profit.

d Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.

e. Credit for deletions from Contract, similarly documented.

f. Contractor shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:

(1) Credit for deletions from Contract, similarly documented.

(2) Origin and date of claim.

(3) Dates and times Work was performed and by whom.

(4) Time records and wage rates paid.

(5) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

10 Correlation of Other Items:

Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

Contractor shall revise the Progress Schedules prior to the next monthly pay period.

Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

11 Responses:

For all responses for which the Contract Documents, including without limitation this Document, do not provide a specific time period, recipients shall respond within a reasonable time.

C Allowable Quantity Variations

Increases or decreases in the quantity of a Contract item of Work for unit price items will be determined by comparing the actual pay quantity of an item of Work with the approximate quantity in the listing of the bid items contained in the Bid.

If the actual pay quantity of an item of Work varies from the approximate quantity by 25 percent or less, payment will be made for the actual quantity of Work performed at the Contract unit price listed in the Bid.

If the actual pay quantity of an item of Work varies from the approximate quantity by more than 25 percent, in the absence of an executed Contract Change Order specifying the compensation to be paid, the compensation payable to Contractor will be determined in accordance with this Section.

1. **Increases of More Than 25 Percent**: If the actual pay quantity of an item of Work exceeds the approximate quantity by more than 25 percent, the amount of Work in excess of 125 percent of the approximate quantity will be paid for by adjusting the Contract unit price. Such adjustment of the Contract unit price will be the positive or negative difference between the Contract unit price and the actual unit cost of the total pay quantity of the item. At the sole option of City, the actual unit cost of the Work involved in such excess will be determined in accordance with Section 3.4 (by mutual acceptance of a lump sum amount) or Section 3.4 (cost of Work, based on time and materials).

   If the cost of an item of Work includes fixed costs or overhead, the fixed costs will be deemed to have been recovered by Contractor by the payments made for 125 percent of the approximate

quantity at the Contract unit price for the item and in computing the actual unit cost, the fixed costs will be excluded.

When the compensation payable for the quantity of Work performed in excess of 125 percent of the approximate quantity is less than $5,000 at the Contract unit price, no adjustment in the Contract unit price will be made unless requested in writing by Contractor within 14 days from the date Contractor became aware, or should have reasonably become aware, of the increase in quantity.

2. **Decreases of More Than 25 Percent**: If the actual pay quantity of an item of Work is less than 75 percent of the approximate quantity, an adjustment in compensation will not be made unless Contractor makes a request in writing within 14 days from the date Contractor became aware, or should have reasonably become aware, of the decrease in quantity. If Contractor makes a request, the actual pay quantity of said item of Work performed will be paid for by adjusting the Contract unit price. Such adjustment of the Contract unit price will be the positive or negative difference between the Contract unit price and the actual unit cost of the total pay quantity of the item, including fixed costs. At the sole option of City, payment for the actual quantity of Work will be made by mutual acceptance of a lump sum amount or cost of Work based on time and materials in accordance with Section 3.4.

3. Payment for the actual pay quantity of such item of Work will in no case exceed the payment which would have been made for the performance of 75 percent of the approximate quantity of such item at the Contract unit price.

B Eliminated Items:

If any Contract item of the Work is eliminated in its entirety, payment will be made to Contractor for the actual cost incurred in connection with the eliminated Contract item if incurred prior to the date of notification in writing by City of such elimination.

If acceptable material is ordered by Contractor for an eliminated Contract item prior to the date of notification of such elimination by City, and if orders for such material cannot be canceled, payment for such material will be made at the actual cost to Contractor. In such case, the material shall become the property of City. If the materials can be returned to the vendor and if City so directs, the material shall be returned and Contractor will be paid for the actual cost for returning the material.

The actual costs to be paid by City to Contractor in accordance with this Section will be computed based on Time and Materials in accordance with Section 3.4.

C. Alternative Contract Items

Items identified as Alternative in the Bid may be deleted entirely or in part at the sole discretion of City. The unit price of an Alternative contract item shall not be subject to adjustment due to any increase or decrease in actual quantity.

See Document 00800 for more detail.

D. Change in Character of Work

If an ordered change in the plans or specifications materially changes the character of the work of a contract item from that on which the Contractor based the bid price, and if the change increases or decreases the actual unit cost of the changed item as compared to the actual or estimated actual unit cost of performing the work of that item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation therefore will be made in accordance with the following.

The basis of the adjustment in compensation will be the difference between the actual unit cost to perform the work of that item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of the item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Section 3.4; or the adjustment will be as agreed to by the Contractor and the Engineer. The adjustment will apply only to the portion of the work of the

item actually changed in character. At the option of the Engineer, the work of the item or portion of item which is changed in character will be paid for by force account as provided in Section 3.4.

If the compensation for an item of work is adjusted under this Section, the costs recognized in determining that adjustment shall be excluded from consideration in making an adjustment for that item of work under the provisions in Section 3.3.

Failure of the Engineer to recognize a change in character of the work at the time the approved contract change order is issued shall in nowise be construed as relieving the Contractor of the duty and responsibility of filing a written protest within the limit as provided in Doc. 00700.

3.4 Change in Contract Price

A General

The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities. and obligations assigned to or undertaken by Contractor to perform the Work shall be at Contractor's expense without change in the Contract Price.

The Contract Price may only be changed by a change order. Any request for an increase in the Contract Price shall be based on written notice delivered by Contractor to City promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless City allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract Price will be valid if not submitted in accordance with this Section.

The value of any Work covered by a change order or of any request for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- Where the Work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
- By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Section 3.4, provided Contractor submits documentation supporting the direct, indirect, overhead and profit components that compromise the lump sum amounts.
- On the basis of the cost of Work based on Time and Materials plus a Contractor's fee for overhead and profit, in accordance with this Section.

B Cost of Work (Based on Time and Materials)

The term "cost of Work" means the sum of all costs necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Work. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the project.

1 Labor:

The cost of labor used in performing Work by Contractor, a Subcontractor, or other forces, will be the sum of the following:

The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes, not overlapping with the labor surcharge described below. The cost of labor may include the wages paid to foremen when it is determined by City that the services of foremen do not constitute a part of the overhead allowance.

There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.

The amount paid for subsistence and travel required by collective bargaining agreements.

For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions of this Section, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.

2 Materials:

The cost of materials used in performing Work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:

Trade discounts available to the purchaser shall be credited to City notwithstanding the fact that such discounts may not have been taken by Contractor.

For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by City. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.

Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the Work Site, whichever price is lower.

If, in the opinion of City, the cost of material is excessive, or Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work Site, less trade discount. City reserves the right to furnish materials for the extra work and no claim shall be made by Contractor for costs and profit on such materials.

3 Equipment:

Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by City. Contractor may furnish cost data which might assist City in the establishment of the rental rate.

The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in this Section 3.4, "Labor".

All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

Before construction equipment is used on the extra work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to City, in duplicate, a description of the equipment and its identifying number.

Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of $500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

4 Owner-Operated Equipment:

When owner-operated equipment is used to perform Work and is to be paid for as extra work, Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions of Section 3.4, "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Section 3.4, "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Section 3.4, "Contractor's Fee."

5 Equipment Time:

The rental time to be paid for equipment on the Work shall be the time the equipment is in productive operation on the Work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the Site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

A. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½ -hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.

B. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be half-day of operation.

C. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.

6 Cost of Work Documentation:

Contractor shall furnish City Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by Contractor, subcontractor, or other forces. City will provide the Daily Extra Work Report forms to Contractor. Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

City will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the Work performed, but shall not preclude subsequent adjustment based on a later audit.

Contractor shall inform City when extra work will begin so that City inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact Contractor's ability to receive proper compensation.

7 Detours:

Contractor shall construct and remove detours and detour bridges for the use of public traffic as provided in the Special Provisions, or as shown on the plans, or as directed by City. Payment for this work will be made as set forth in the Special Provisions or at the Contract Prices for the items of work involved if the work being performed is covered by contract items of work and no other method of payment therefore is provided in the Special Provisions, otherwise the work will be paid for as extra work as provided herein. The costs of repairing damaged detours caused by public traffic will be paid for as extra work as provided herein. When public traffic is routed through the work, provision for a passageway through construction operations will not be considered as detour construction or detour maintenance and this work shall conform to and be paid as basic scope of work, unless otherwise specified in the Special Provisions. Detours used exclusively by Contractor for hauling materials and equipment shall be constructed and maintained by Contractor at Contractor's expense. The failure or refusal of Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until the detours are in satisfactory condition for use by public traffic. Where Contractor is hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult and unusually expensive, City shall have authority to regulate Contractor's hauling over the detour.

8 Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by City in making estimates for payment for special services:

A. When City and Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by City, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.

B. When Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job-Site, the charges for that portion of the work performed at the off Site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.

C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Section 3.4 "Contractor's Fee", herein, a single allowance of ten (10) percent will be added to invoices for special services.

9 Contractor's Fee

A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by City, plus allowances for overhead and profit which allowances shall constitute the "Contractor's Fee". For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Sections 3.4, "Cost of Work", herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual and Necessary Cost	Overhead and Profit Allowance
Labor	33 percent
Materials	15 percent
Equipment	15 percent

B. Labor, materials, and equipment may be furnished by Contractor or by the subcontractor on behalf of Contractor: When all or any part of the extra work is performed by a subcontractor, the allowance specified in "Contractor's Fee" shall only be applied to the labor, materials, and equipment costs of the subcontractors to which Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent increase above the subcontractor's total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

10 Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes identified in Section 3.5, Changes in Contract Time. No adjustments in compensation will be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently, or for causes identified in Section 3.5 Changes in Contract Time.

Compensation for idle time of equipment will be determined in accordance with the provisions in Section 3.4, Owner –Operated Equipment.

11 Force-Account Work

If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by City. The cost for Force-Account Work shall be determined pursuant this Section.

Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between City and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. City may approve other uses of Force-Account Work.

Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City when 75 percent of the NTE amount has been expended.

Force-Account Work shall be paid as extra Work under this Section. Methods of determining payment for Work and materials provided in this Section shall not apply to performance of Work or furnishings of material that, in judgment of City, may properly be classified under items for which prices are otherwise established in Contract Documents.

12 Overhead Defined

The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

A. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings

B. Routine field inspection of Work proposed

C. General Superintendence

D. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary

E. Computer services

F. Reproduction services

G. Salaries of project engineer, superintendent, timekeeper, storekeeper and secretaries

H. Janitorial services

I. Temporary on-Site facilities:

- Offices
- Telephones
- Plumbing
- Electrical: Power, lighting
- Platforms
- Fencing, etc.
- water

J. Home office expenses

K. Insurance and Bond premiums

L. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents

M. Surveying

N. Estimating

O. Protection of Work

P. Handling and disposal fees

Q. Final cleanup

R. Other incidental Work

13 Records and Certifications

Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges.

City shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including Force-Account Work and CCD Work.

Further, City will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of City shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to this Document.

3.5 Change of Contract Time

A General

The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by Contractor to City promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request. Such written notice shall identify the controlling item of work that justifies the time extension, and shall state in reasonable detail the general nature of the request. Notice of the full extent of the request with a supporting time impact evaluation shall be delivered within 25 days after the date of such occurrence, unless City allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by Contractor's written statement that the adjustment requested is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Section, and Contractor waives any rights not pursued under this Section.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the progress schedule required herein. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of Contractor. Time extensions (without compensation of any sort) will also be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for adverse weather caused delays discussed below. Contractor will be notified if City determines that a time extension is not justified.

The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a request is made therefore as provided in this Section. An extension of Contract time will only be granted for days on which (i) Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, and (ii) by excusable occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by City. Excusable delays shall include:

- Changes.
- Failure of City to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which City is responsible.
- Survey error by City.
- Suspension of work pursuant to Section 7, Prosecution and Progress of Work.
- Occurrences of a severe and unusual nature, including, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by Contractor, as determined from National Oceanic and Atmospheric Administration ("NOAA") records for the proceeding 3-year period.
- Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

B Extensions of Time for Delay Due to Excusable Inclement Weather

The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined above, as Contractor is specifically required under the Special Provisions to suspend construction operations, provided that on such days Contractor is prevented by

such excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.

Should Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, Contractor will be entitled to a 1-day credit for advance weather whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations. If Contractor starts work and then suspends work due to excusable inclement weather, then Contractor shall be entitled to a prorate credit based upon the number of work hours lost.

Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather (for rain, in excess of 0.1 inch) specified by NOAA for the locality of the Project. Notwithstanding the foregoing, extension of the Contract time due to excusable inclement weather will be granted until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time will be made if said number of days of excusable inclement weather is not reached.

3.6 Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, Contractor shall promptly and before the following conditions are disturbed, notify City in writing of any:

A. Material that Contractor believes may be a regulated material that is required to be removed to a Class I, Class II, or Class III disposal Site in accordance with provisions of existing law.

B. Subsurface or latent physical conditions at the Site differing from those indicated in this Contract.

C. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

City will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, 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 under the procedures described in this Contract. For regulated materials, City reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between City and Contractor on whether the conditions materially differ or on Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

3.7 Cost Reduction Incentive

The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

Cost reduction proposals shall contain the following information:

A. A description of both the existing contract requirements for performing the work and the proposed changes.

B. An itemization of the contract requirements that must be changed if the proposal is adopted.

C. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the work were to be paid for on a force account basis as provided in Section 3.4, "Cost of Work."

D. A statement of the time within which the Engineer must make a decision thereon.

E. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this Section 3.7 shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; and the City will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any cost reduction proposal. If a cost reduction proposal is similar to a change in the plans or specifications, under consideration by the City for the project, at the time the proposal is submitted or if the proposal is based upon or similar to Standard Specifications, standard special provisions or Standard Plans adopted by the City after the advertisement for the contract, the Engineer will not accept the proposal, and the City reserves the right to make the changes without compensation to the Contractor under the provisions of this section

The Contractor shall continue to perform the work in accordance with the requirements of the contract until an executed change order, incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, the cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if in the judgment of the Engineer, those prices do not represent a fair measure of the value of work to be performed or to be deleted.

The City reserves the right where it deems such action appropriate, to require the Contractor to share in the City's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering the proposal. Where this condition is imposed, the Contractor shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for the City to deduct amounts payable to the City from any moneys due or that may become due to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part the acceptance will be by a contract change order. The change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or that part of it as has been accepted to be put into effect, and shall include any conditions upon which the City's approval thereof is based if the approval of the City is conditional. The change order shall also set forth the estimated net savings in construction costs attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of that estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the City's costs of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the change order.

The City expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted that proposal will be eligible for compensation pursuant to this section, and in that case, only as to those

contracts awarded to that Contractor prior to submission of the accepted cost reduction proposal and as to which the cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section 3.7 if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the City. Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

Contractor may submit to City, in writing, proposals for modifying the Drawings, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction.

Prior to preparing a written cost reduction proposal, Contractor shall request a meeting with City to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by City and other agencies.

If a cost reduction proposal submitted by Contractor, and subsequently approved by City, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to City by reducing the contract working days, not including plant establishment.

If a cost reduction proposal submitted by Contractor, and subsequently approved by City, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to Contractor. Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

3.8 Dust Control

During the performance of all work under this Contract, Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent operations from producing dust damage and nuisance to persons and property. Any claims resulting therefrom shall be borne solely by Contractor.

3.9 Excavation Safety Plans

Attention is directed to Section 6705 of the Labor Code concerning trench excavation safety plans. Excavations five (5) feet or more in depth shall not begin until Contractor has submitted and City has returned indicating "In Receipt Of"' Contractor's detailed plan for worker protection from the hazards of caving ground during such excavations. The plan may be reviewed by City for completeness in accordance with federal, state and local regulations. City will not be responsible for reviewing the accuracy of assumptions, data and information used, and procedures contained in the plan or the adequacy thereof. Such plans shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. The plan shall not allow the use of shoring, sloping, or a protective system less effective than that required by the Construction Safety Orders; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan (including calculations) shall be prepared, signed and stamped by an engineer registered as a Civil or Structural engineer and an engineer registered as a Geotechnical Engineer, in the State of California pursuant to Sections 6700 et seq. of the Business & Professions Code.

Such plans shall be accompanied by a copy of the Permit to Excavate that has been issued by the Division of Occupational Safety and Health as required by Labor Code Section 6500 and following.

To the extent applicable, the Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations.

This Section shall be applicable regardless of Contract Price.

3.10 Asbestos-Related Work

Contractor's attention is directed to Section 7058.5 of the Business and Professions Code which states that from and after January 1, 1987, no Contractor shall engage in asbestos-related work, as defined, who is not certified by Contractor's State License Council to do so.

Contractor's attention is also directed to Section 6501.5, and following, of the Labor Code relative to asbestos-related work and to provisions of the General Industry Safety Orders of Title 8 of the Code of Regulations and to the BAAQMD's Rule.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and Contractor encounters materials which Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, Contractor may continue work in unaffected areas reasonably believed to be safe. Contractor shall immediately cease work in the affected area and report the condition to City in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, Contractor may be entitled to a time extension (without additional compensation) as provided in Section 3.5, Change in Contract Time.

3.11 Substitutions

This paragraph describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders).

Contractor's Options:

For products specified only by reference standard Contractor may select any product meeting that standard.

For products specified by naming one or more products or manufacturers, Contractor may select products of any named manufacturer meeting the Specifications.

If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Document and a fully executed Document 00660 (Request for Substitution), but using the term "Contractor" each place the term "Bidder" appears in that form.

Substitutions:

Except as provided in Document 00200 (Instructions to Bidders) with respect to "or equal" items, City will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project).

Submit separate RFS (and FOUR copies) for each product and support each request with:

A. Product identification.
B. Manufacturer's literature.
C. Samples, as applicable.
D. Name and address of similar projects on which product has been used, and dates of installation.
E. Name, address, and telephone number of manufacturer's representative or sales engineer.
F. For construction methods: Detailed description of proposed method; drawings illustrating methods.

Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.

State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with City for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.

City will not consider substitutions for acceptance (or, in City's sole discretion, City may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:

A. Results in delay meeting construction Milestones or completion dates.

B. Is indicated or implied on submittals without formal request from Contractor.

C. Is requested directly by Subcontractor or supplier.

D. Acceptance will require substantial revision of Contract Documents.

E. Disrupts Contractor's job rhythm or ability to perform efficiently.

Substitute products shall not be ordered without written acceptance of City.

City will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

Contractor's RFS constitutes a representation and warranty that Contractor:

A. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.

B. Will provide the same warranty for substitution as for specified product.

C. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.

D. Waives claims for additional costs which may subsequently become apparent.

E. Will compensate City for additional redesign costs associated with substitution.

F. Will be responsible for Construction Schedule slippage due to substitution.

G. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by City.

H. Will compensate City for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against City, caused by late requests for substitutions or late ordering of products.

City will review Contractor's RFS with reasonable promptness and notify Contractor in writing of decision to accept or reject requested substitution

Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required City services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal

3.12 Hazardous Materials / Waste

Comply with Sections 5163 through 5167 of the *General Industry Safety Orders (California Code of Regulations, Title 8)* to protect the Site from being contaminated by the accidental release of any hazardous materials and/or waste.

If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:

Contractor's personnel shall be alert for and immediately report to City any detectable chemical odors, unusual debris, or discolored soil, in accordance with California Public Contract Code Section 7104.

Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by City in accordance with Document 00700 (General Conditions). Contractor will not be entitled to damages or additional payment due to such delay.

If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Section 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land).

Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.

Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above shall be the responsibility of Contractor.

Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to City.

Dewatering: Construct, operate and maintain as required to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source. Storage tank: Provide a minimum 2,500-gallon double-walled water storage tank on Site for the duration of the Work. If more storage capacity is needed, provide additional storage tanks on Site.

Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to City.

Removal of dewatering equipment: After having served their purpose, all protective works, including the temporary water storage tank(s) and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.

3.13 Inert Solids and Plant Materials Recycling

The Contractor shall have all asphalt concrete, Portland cement concrete, aggregate base material, inert solids and any plant material removed from the project site and deposited at a recognized acceptable recycling facility. Inert solids and plant materials shall not be disposed of at landfills.

It is the Contractor's responsibility to conform the above material to an acceptable size and composition in order to enable the acceptance of this material at a recognized inert solid or other acceptable recycling facility. All recycling facilities may be subject to the approval of the Engineer.

Recycling shall include the transportation and disposal of the material as specified in these specifications and as directed by the Engineer.

Documentation shall be submitted to the City Inspector for each load of inert solid and plant material removed from the project site on a daily basis. Failure to submit this documentation on a timely basis may delay progress payments. This documentation shall include the following:

A. Project title
B. Date and time
C. Truck number
D. Type of material
E. Weight of material
F. Name and address of recycling facility
G. Certification by recycling facility

Also contractor must report the total amount in tons of material disposed of at a landfill. Provide information the following information: Project name, date and time, truck number, type of material, weight of material, name of landfill facility and address.

Collection of Debris:

Debris from a project in Cupertino can be collected and disposed of in either a:

A. Los Altos Garbage Co. bin (call 725-4020 to order), OR
B. bin owned by the project's general contractor or demolition contractor, and hauled by a vehicle owned and registered to that contractor; (contractor should be prepared to prove ownership) OR
C. private truck with a bed, but no bin

The Los Altos Garbage Company is the only debris bin service provider franchised to do business in Cupertino. Bins from other leasing companies may not be used in Cupertino.

Recyclable Materials

Recyclable materials may be collected in private debris bins or containers leased from ANY company, as long as the materials are both:

A. separated by type of material into separate containers, AND
B. are not contaminated by garbage.

Separated recyclable materials are materials that are separated into individual containers, each containing just one type of recyclable material. Typical examples of recyclable materials include: metal, wood, concrete, steel-reinforced concrete, asphalt, tree trimmings, white goods, toilets, rocks and clean fill dirt. Separated recyclables must ultimately be recycled or otherwise reused, and not disposed of in a landfill.

Contractor should be prepared to provide the name and phone number of any recycling companies being used on the project. A list of some local recycling companies that can accept separated recyclable materials is available in the literature display rack in the downstairs Planning/Building Department lobby in City Hall.

3.14 Storm Water Pollution Control

In compliance with the State and Federal regulations regarding storm water management during construction, no waste materials or pollutants will be allowed to enter the storm drainage system. In addition to reducing downstream erosion and sedimentation, keeping pollutants and other debris out of storm drains reduces the direct discharge of materials and wastes to local creeks and San Francisco Bay.

The Contractor shall contain and remove any waste generated by the Contractor's construction operation using the appropriate Best Management Practices (BMPs) and shall properly dispose of the waste or pollutants off-site. If solid or liquid waste materials or pollutants originating from the Contractor's operation enter the storm drain system, the Contractor will be required to thoroughly clean up the affected catch basins, storm sewer and storm manholes to the satisfaction of the Engineer. If the Contractor fails to meet the requirements of this section, the City will issue a stop-work notice and take necessary action to require the Contractor to set up the preventive measures or clean up the storm drainage system as the case may be. All costs related to the stop-work action and corrective work shall be solely borne by the Contractor.

The following requirements shall be implemented to prevent the pollution of storm water runoff from construction projects.

General Requirements

Water pollution control work shall conform to the provisions in this Document, the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity No. CAS000002 (NPDES Construction General Permit) and these provisions. For additional information regarding the requirements of the NPDES Construction General Permit, refer to the State Water Resources Control Board web site at *http://www.swrcb.ca.gov/stormwtr/construction.html*.

The Contractor shall be responsible for the costs and liabilities imposed by law as a result of the Contractor's failure or negligence in complying with the provisions set forth in this section and in the technical specifications for this project. For the purposes of this section, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, partial payments due the Contractor under the contract may be retained by the City until financial and legal disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

A. The Engineer will give the Contractor thirty (30) days notice of the City's intention to retain funds from partial payments that may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Provisions.

C. If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section and the technical specifications for this project shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

Storm Water Pollution Prevention Plan Preparation

The Contractor shall incorporate the following Best Management Practices (BMPs), as applicable, into the site-specific Storm Water Pollution Prevention Plan (SWPPP) required for this project.

The following requirements shall be met on all projects within the City of Cupertino.

Non Hazardous Material/Waste Management

A. CONTRACTOR shall propose designated areas of the project site, for approval by the CITY ENGINEER, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.

B. CONTRACTOR shall store granular material at least ten feet away from catch basin and curb returns.

C. CONTRACTOR shall not allow granular material to enter the storm drains or creeks.

D. When rain is forecast within 24 hours or during wet weather, the CITY ENGINEER may require the CONTRACTOR to cover granular material with a tarpaulin and to surround the material with sand bags.

E. CONTRACTOR shall use minimal amounts of water to control dust on a daily basis or as directed by the CITY ENGINEER.

F. At the end of each working day or as directed by the CITY ENGINEER, the CONTRACTOR shall clean and sweep roadways and on-site paved areas of all materials attributed to or involved in the work.

G. CONTRACTOR shall not use water to flush down streets in place of street sweeping.

H. CONTRACTOR shall recycle aggregate base material, asphalt concrete, and Portland cement concrete as described in Section C, Special Provisions, section ***Inert Solids Recycling,*** of these Specifications.

I. In addition, to the maximum extent practicable, the CONTRACTOR shall reuse or recycle any useful construction materials generated during the project.

J. At the end of each working day, the CONTRACTOR shall collect all scrap, debris, and waste material, and dispose of such materials properly.

K. CONTRACTOR shall inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.

L. CONTRACTOR shall not discharge water on-site from cleaning dumpsters.

M. CONTRACTOR shall arrange for regular waste collection before dumpsters overflow.

Hazardous Material/Waste Management

A. The CONTRACTOR shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with the City of Cupertino Hazardous Materials Storage Ordinance and all applicable State and Federal regulations.

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

C. CONTRACTOR shall keep an accurate, up-to-date inventory, including Materials Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

D. When rain is forecast within 24 hours or during wet weather, the CITY ENGINEER may prevent the CONTRACTOR from applying chemicals in outside areas.

E. CONTRACTOR shall not over-apply pesticides or fertilizers and shall follow materials manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the Santa Clara County Agriculture Department.

F. The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes.

G. The CONTRACTOR shall dispose of hazardous waste only at authorized and permitted treatment, storage and disposal facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in Sate and Federal regulations.

H. If the CONTRACTOR'S business office is located in Santa Clara County then the CONTRACTOR may dispose of this waste through the Countywide Household Hazardous Waste Program. Information on this program may be requested by calling (408) 299-7300.

Spill Prevention and Control

A. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.

B. The CONTRACTOR shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the CONTRACTOR shall handle the waste as described in section above.

C. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.

D. The CONTRACTOR shall report any hazardous materials spill by calling 911.

Vehicle/Equipment Cleaning

A. The CONTRACTOR shall not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.

B. The CONTRACTOR shall perform vehicle or equipment cleaning, with water only, in a designated, bermed area that will not allow rinse water to run off-site or into streets, gutters, storm drains, or creeks.

Vehicle/Equipment Maintenance and Fueling

A. CONTRACTOR shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will not allow run-on of storm water or runoff of spills.

B. CONTRACTOR shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured.

C. CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.

D. CONTRACTOR shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described above.

E. CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.

F. CONTRACTOR shall report any hazardous materials spill by calling 911.

G. CONTRACTOR shall inspect vehicles and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made. Shut-off valves on equipment must be working properly.

H. CONTRACTOR shall comply with Federal, State and City requirements for aboveground storage tanks.

Contractor Training and Awareness

A. CONTRACTOR shall train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.

B. CONTRACTOR shall inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

C. CONTRACTOR shall post warning signs in areas treated with chemicals.

D. CONTRACTOR shall paint new catch basins, constructed as part of the project, with the "No Dumping" stencil available from Cupertino Public Works Department at City Hall (408) 777-3354.

Activity-Specific Requirements
The following requirements shall be met on all projects within the City of Cupertino that include the listed activities.

Dewatering Operations

A. CONTRACTOR shall route water through a control measure, such as a sediment trap, sediment basin, or Baker tank, to remove settleable solids prior to discharge to the storm drain system. Refer to ***California Storm Water Management Practice Handbook*** for these control measures.

B. Approval of the control measure shall be obtained in advance from the CITY ENGINEER.

C. Filtration of the water following the control measure may be required on a case-by-case basis.

D. If the CITY ENGINEER determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measure requirement in 1) above may be waived.

E. CONTRACTOR shall reuse water for other needs, such as dust control or irrigation, to the maximum extent practicable.

Paving Operations

A. When rain is forecast within 24 hours or during wet weather, the CITY ENGINEER may prevent the CONTRACTOR from paving.

B. The CITY ENGINEER may direct the CONTRACTOR to protect drainage courses by using control measures, such as earth dike, straw bale, and sand bag, to divert runoff or trap and filter sediment. Refer to ***California Storm Water Best Management Practice Handbook*** for these control measures.

C. The CONTRACTOR shall place drip pans or absorbent material under paving equipment when not in use.

D. The CONTRACTOR shall cover catch basins and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.

E. If the paving operation includes an on-site mixing plant, the CONTRACTOR shall comply with Santa Clara County General Industrial Activities Storm Water Permit requirements.

F. The CONTRACTOR shall preheat, transfer or load hot bituminous material away from drainage systems or watercourses.

G. The CONTRACTOR shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into streets, gutters, storm drains, or creeks. Instead, the CONTRACTOR shall either collect the sand and return it to the stockpile, or dispose of it in a trash container. The CONTRACTOR shall not use water to wash down fresh asphalt concrete pavement.

Saw Cutting

A. During saw cutting and grinding operations, use as little water as possible.

B. During saw cutting, the CONTRACTOR shall cover or barricade catch basins using control measures, such as filter fabric, straw bales, sand bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a catch basin, the CONTRACTOR shall ensure that the entire opening is covered. Refer to ***California Storm Water Best Management Practice Handbook*** for these control measures.

C. The CONTRACTOR shall shovel, absorb or vacuum saw cut slurry and pick up the waste prior to moving to the next location or at the end of each working day, whichever is sooner.

D. If saw cut slurry enters catch basins, the CONTRACTOR shall remove the slurry from the storm drain system immediately.

Traffic Detector Loop Installation and Repair

A. Protect nearby storm drain inlets prior to cutting or flushing slot for traffic detector loops. Block or berm around nearby storm drain inlets using sand bags or an equivalent barrier or use absorbent materials such as pads, pillows and socks to contain slurry.

B. Clean up residues by sweeping up as much material as possible and dispose of material properly.

Concrete, Grout and Mortar Waste Management

A. The CONTRACTOR shall avoid mixing excess amounts of fresh concrete or cement mortar on-site.

B. The CONTRACTOR shall store concrete, grout and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.

C. The CONTRACTOR shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.

D. The CONTRACTOR shall perform washout of concrete trucks or equipment off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. The CONTRACTOR shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the CONTRACTOR shall collect the wash water and remove it off-site.

E. The CONTRACTOR shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, then the CONTRACTOR shall filter the wash water through straw bales or equivalent material before discharging to the storm drain.

F. The CONTRACTOR shall collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

Painting

A. CONTRACTOR shall conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or runoff of spills.

B. CONTRACTOR shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drains or creeks.

C. CONTRACTOR shall remove as much excess paint as possible from brushes, rollers and equipment before starting cleanup.

D. To the maximum extent practicable, the CONTRACTOR shall dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer.

E. Otherwise, the CONTRACTOR shall direct wash water onto dirt area and spade in.

F. CONTRACTOR shall remove as much excess paint as possible from brushes, rollers and equipment before starting cleanup.

G. To the maximum extent practicable, the CONTRACTOR shall filter paint thinner and solvents for reuse.

H. CONTRACTOR shall dispose of waste thinner and solvent and sludge from cleaning of equipment and tools as hazardous waste, as described above.

I. CONTRACTOR shall store paint, solvents, chemicals, and waste materials in compliance with the City of Cupertino Hazardous Materials Storage Ordinance and all applicable State and Federal regulations. The CONTRACTOR shall store these materials in a designated area that will not allow run-on of storm water or runoff of spills.

J. CONTRACTOR shall dispose of excess thinners, solvents, oil and water-based paint as hazardous waste.

K. CONTRACTOR shall dispose of dry, empty paint cans/buckets, old brushes, rollers, rags, and drop cloths in the trash.

Earthwork

CONTRACTOR shall maximize the control of erosion and sediment by using the Best Management Practices for erosion and sedimentation in the *California Storm Water Best Management Practice Handbook - Construction Activity* or *ABAG Manual of Standards for Erosion and Sediment Control Measures.*

Thermoplastic

A. The CONTRACTOR shall transfer and load hot thermoplastic away from drainage systems or watercourses.

B. The CONTRACTOR shall sweep thermoplastic grindings into plastic bags. Yellow thermoplastic grindings may require special handling as they may contain paint.

Pesticide Usage and Pest Management

A. Follow all federal, state, and local policies (including the City's Integrated Pest Management Policy), law and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.

B. Consider employing integrated pest management methods, including:
   1. No controls;
   2. Physical and/ or mechanical methods;
   3. Environmental controls (mulching, pest-resistant vegetation)
   4. Biological controls (predators, parasites, etc.);
   5. Less toxic controls (soaps and oils etc.) and;
   6. Hot water.

C. Use the least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD50, overall risk to the applicator, and impact to the environment.

D. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging non-degraded pesticides in stormwater runoff. Avoid application of pesticides if rain is expected.

E. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.

F. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet culvert or watercourse.

G. Use of Clopyralid, Diazinon, Chlorpyrifos, Chloradane, DDT, Dieldrin or other organophosphates is prohibited.

   Prior to application of any pesticides, Contractor must receive approval for application from the City's licensed pest control advisor, Diane Mahan (777-3343). Contractor must provide the pest control advisor with monthly summaries of pesticide use (City to provide forms for the summary).

SWPPP Implementation

The Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the BMPs included in the SWPPP or an erosion control plan and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP or the erosion control plan implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 7 of this Document.

Throughout the rainy season, the Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization and sediment control BMPs to protect soil-disturbed areas on the project site before the onset of rain. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 125 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A current inventory of control measure materials and a plan to use them shall be included in the SWPPP or on the erosion control plan.

Throughout the rainy season, active soil-disturbed areas of the site shall be fully protected at the end of each day with soil stabilization and sediment control BMPs unless fair weather is predicted the next day. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used. If

precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and functioning BMPs shall be deployed prior to the onset of rain.

BMP Maintenance
To ensure proper implementation and function of BMPs, the Contractor shall regularly inspect and maintain the construction site for the BMPs included in the SWPPP or on an erosion control plan. The Contractor shall identify corrective actions and the time needed to address any deficient BMPs or reinitiate any BMPs that have been discontinued. The Contractor shall keep written records of all BMP inspections, maintenance activities and corrective actions.

The Contractor shall inspect the construction site as follows:

A. Prior to a forecast storm;

B. After any precipitation causes runoff;

C. At 24-hour intervals during extended rain events; and

D. Routinely, at a minimum of once every week

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of the subsequent rain event. The correction of deficiencies shall be at no additional cost to the City.

SECTION 4. CONTROL OF WORK

4.1 Authority of City

City shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and rate of progress of the Work, all questions which may arise as to the interpretation of the Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of Contractor. City's decision shall be final. City shall have authority to enforce and make effective such decisions and orders which Contractor fails to carry out promptly.

4.2 Submittals

Submit, at Contractor's expense, in duplicate sets, the following items ("Submittals") required by the Contract :

A. Schedule of Shop Drawing and Sample Submittals
B. Safety Plans
C. Progress Schedules
D. Product Data Shop Drawings
E. Samples
F. Coordination Drawings
G. Quality Assurance Control Data
H. Machine Inventory Sheets
I. Installation, Operation, and Maintenance Manuals
J. Computer Programs
K. Project Record Documents
L. Seismic Submittal Review Forms, where specified.

Submit these Submittals to City for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. If no such schedule is agreed upon, then all Shop Drawing, Samples, and product data Submittals shall be submitted within 21 Days after receipt of Notice of Award from City.

Transmit each item with a City approved Submittal transmittal form. Identify Project, Contractor, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification Section. Submittals containing information about more than one Specification Document will be returned for resubmittal. Submittals shall include all information requested by each Specification Section. (No partial Submittals.) Incomplete Submittals will be returned not reviewed by City.

The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show City the materials and equipment Contractor proposes to provide and to enable City to review the information for the limited purposes specified in this Document. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as City may require to enable City to review the Submittal. The quantity of each Submittal to be submitted will be as required by individual Specification Documents or this Document.

At the time of each submission, give City specific written notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to City, for review and approval of each such variation. If City accepts deviation, City will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification.

Submittal coordination and verification is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:

A. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;

B. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and

C. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Contractor's submission to City of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph, with respect to Contractor's review and approval of that Submittal.

Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.

After review by City of each of Contractor's Submittals, one (1) set of material will be returned to Contractor with actions defined as follows:

A. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.

B. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

C. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by City.

D. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

Make a complete and acceptable Submittal at least by second submission. City reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor's first resubmittal, following a Submittal which City determines falls within categories C or D above, does not fall within categories A or B above.

Favorable review will not constitute acceptance by City of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from City's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. City's review will be only to assess if the items

covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by City, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that City has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

City's review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.

Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.

After City's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.

Begin no fabrication or work that requires Submittals until return of Submittals not requiring resubmittal. Do not extrapolate from Submittals covering similar work.

Normally, Submittals will be processed and returned to Contractor within 21 Days of receipt. Submittals received after 12:00 pm will be considered as received on the following Day. For Fridays, the following day will be considered to be Monday.

Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

All Submittals shall be number-identified by Contractor, prior to submission to City, in accordance with the following:

A. Sequentially number each Submittal (i.e., "1", "2", "3", etc.) as the basis for number identification of Submittals.

B. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.

C. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.

D. If the Submittal is a resubmittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a resubmittal of Submittal 1 would be numbered 1A). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).

E. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by City. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to resubmittal) is given a new number.

F. Deliver Submittals to City at least 30 Days before dates reviewed Submittals will be needed.

G. Initial Submittal of Installation, Operation, and Maintenance Manuals shall be **45** Days after the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.

The following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information, and City's distribution of reviewed submissions. If Contractor needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

	Contractor Initial Submittal	**City Submittal Return**
SUBMITTAL	# of Copies/ Prints/ Samples	# of Copies/ Prints/ Samples
Shop Drawings	6	1
Product Data	6	1
Samples	4	1
Materials Safety Data Sheets	3	1
Installation, Operation, and Maintenance Manuals	4	1
Other Documents	6	1

Submittal transmittal form, in duplicate, shall contain the following:

A. Date, revision date, and Submittal log number.
B. Project name and City's Project number.
C. Contractor's name, address, and job number.
D. Specification Section number clearly identified.
E. The quantity of Shop Drawings, Product Data, or Samples submitted.
F. Notification of deviations from Contract Documents.
G. Materials Safety Data Sheet (MSDS) for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
H. Other pertinent data.

Submittal shall contain the following:

A. Date and revision dates.
B. Revisions, if any, identified.
C. Project Name and Project number.
D. The names of:
E. Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
F. Identification of product material by location within the Project.
G. Relation to adjacent structure or materials.
H. Field dimensions, clearly identified as such.
I. Specification Section number and applicable detail reference number on the Drawings.
J. Applicable reference standards.
K. A blank space, on each Drawing or data sheet, 5" x 4" for the City's stamp.
L. Identification of deviations from Contract Documents.
M. Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.

Resubmission requirements:

A. Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.
B. Indicate on Shop Drawings any changes that have been made other than those requested by City.
C. Submit new Product Data and Samples as required for initial Submittals.
D. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

Number of resubmissions:
One (1) reexamination of Contractor's Submittals that have been returned for correction or replacement will be included in City's budget. Any additional reexamination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through City. Contractor shall pay City (or City may deduct from any progress or final payment), for engineering personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed City.

Schedule of Shop Drawing and Sample Submittals

A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00700 (General Conditions). Submit two copies of final and accepted Schedule of Shop Drawings and Sample Submittals as required in this Document.

A. Schedule of Shop Drawing and Sample Submittals will be used by City to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.

B. Schedule of Shop Drawing and Sample Submittals will be reviewed by City and shall be revised and resubmitted until accepted by City.

D. Unless otherwise specified, make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the Submittal which Submittals should be reviewed together.

Safety Program
Submit three (3) copies of Safety Program specific to these Contract Documents to City within 15 days after the Notice to Proceed is issued**.**

Progress Schedule

A. Submit three (3) print copies of schedule at each of the following times:
   1. Initial Progress Schedule at the Preconstruction Conference.
   2. Original Schedule within 20 Days of the Notice to Proceed date.
   3. Adjustments to the Schedule as required.
   4. Schedule updates monthly, seven (7) Days prior to monthly progress meeting.

B. Submit four (4) copies of the reports listed in this document with:
   1. Initial Schedule
   2. Original Schedule
   3. Each monthly Schedule update

C. Progress Schedules and Reports shall be submitted on a CD Ram, using software described in this Document, in addition to hard copies specified in this paragraph. Electronic files shall be complete copies, including all programs and electronic coding

Product Data
Within ten (10) Days after Start Date of the Contract Time, submit two (2) copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.
For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

Product or Catalog Data:

A. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.

B. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:
   1. Mark each copy to identify pertinent materials, products, or models.
   2. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
   3. Include applicable MSDS.

Supplemental Data:

1. Submit number of copies that Contractor requires, plus two (2) copies that will be retained by City.
2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

D. Provide copies for Project Record Documents described in this Document.

Shop Drawings

A. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.

B. Original sheet or reproducible transparency will be marked with City's review comments and returned to Contractor.

C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.

D. Include manufacturers' installation instructions when required by Specification Section.

E. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, City will not be obliged to review them.

E. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.

F. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

H. After Shop Drawings are approved contractor shall provide an electronic copy of them to the City when requested.

Samples

A. Submit full range of manufacturers' standard colors, textures, and patterns for City's selection.

B. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.

C. Include identification on each sample, giving full information.

D. Sizes: Unless otherwise specified, provide the following:

1. Paint Chips: Manufacturers' standard
2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
3. Linear Products: Minimum 6 inches, maximum 12 inches long
4. Bulk Products: Minimum 1 pint, maximum 1 gallon

E. Full size samples may be used in Work upon approval by City.

F. Field Samples and Mock-ups (if applicable):

1. Erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by City.
3. Approved field samples and mock-ups may be used in Work upon approval by City.
4. Construct or prepare as many additional Samples as may be required, as directed by the City, until desired textures, finishes, and/or colors are obtained.
5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.

G. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.

H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples

Quality Assurance Control Submittals

A. Test Reports:

Submit three (3) copies; One copy will be marked with City's review comments and returned to Contractor.

Indicate that material or product conforms to or exceeds specified requirements.

Reports may be from recent or previous tests on material or product, but shall be acceptable to City.

Comply with requirements of each individual Specification Section.

B Certificates:

Submit five (5) copies; One copy will be marked with City's review comments and returned to Contractor.

Indicate that material or product conforms to or exceeds specified requirements.

Submit supporting reference data, affidavits, and certifications as appropriate.

Certificates may be recent or from previous test results on material or product, but shall be acceptable to City.

C. Manufacturers' Instructions:

Submit three (3) copies; One copy will be marked with City's review comments and returned to Contractor.

Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

Identify conflicts between manufacturers' instructions and Contract Documents.

D. Material Safety Data Sheets:

In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit five (5) copies for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.

MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

E. Installation, Operations and Maintenance Manuals

Sheet Size: 8½ x 11 inch

Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.

Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.
Multiple Items: Multiple items may be combined into one (1) binder; tab each section with plastic-coated dividers.

Page Protectors: Provide plastic sheet lifters prior to first page and following last page.

Binder title: Include the following title on front and spine of binder:

PROJECT TITLE
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, 200_

Contents:

1. Introductory Information:

    a. Title page providing the same information as paragraph 0 above
    b. Contractor's name, address, and telephone number
    c. Table of Contents

2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:

   a. Equipment function, normal operating characteristics, limiting operations.
   b. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
   c. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
   d. Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
   e. Guide to "troubleshooting."
   f. Parts list and predicted life of parts subject to wear.
   g. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
   h. Test data and performance curves.
   i. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
   j. Copies of parts lists or other documents packed with equipment when delivered.
   k. Instrumentation or tag numbers relating the equipment back to the Contract Documents.
   l. Index

3. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by City, deliver nine (9) additional hard copies and one (1) electronic media format copy of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. The City utilizes various media for records-keeping and facilitating maintenance functions.

4. Electronic Media Format: Compatible with City's current software. All files shall be delivered on a unique CD-ROM.

5. Draft Submittal: The Draft Submittal of Installation, Operation and Maintenance Manuals shall be submitted to City prior to equipment startup.

F. Project Record Documents

Submit one copy of each of the Project Record Documents listed in these Documents.

G. Delay of Submittals

Delay of Submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

H. Optional Review Meeting

At the Contractor's request, in order to facilitate the timeliness of the review process, the City may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:

Request a meeting date with the City at least ten (10) Business Days in advance.

Provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.

The meeting shall take place at City's office. City will provide the authorized staff to review and respond on the Submittal information during the meeting.

Make available for this meeting the job superintendent and/or foreman, Contractor's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

4.3 Conformity with Contract Documents and Allowable Deviations

Work and materials shall conform to the lines, grades, typical cross sections, dimensions and materials requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurements, sampling, and testing may be considered evidence as to conformity, City shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and City's decision as to any allowable deviations therefrom shall be final.

4.4 Order of Work

When required by the Contract Documents, Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

4.5 Drawings and Data to be Furnished by City

City may issue supplemental Drawings for the construction work under the Contract. These Drawings will show additional details as required for construction purposes. Installation instructions for City-furnished materials will be furnished if required.

4.6 Superintendence

Contractor shall designate, in writing before starting Work, an authorized representative who shall have complete authority to represent and act for Contractor. Said authorized representative of Contractor shall normally be present at the Site of the Work at all times while Work is actually in progress on the Contract. During any period when Work is suspended, arrangements acceptable to City shall be made for any emergency work which may be required.

Whenever Contractor or an authorized representative is not present on any part of the Work where it may be desired to give direction, orders will be given by City, which shall be received and obeyed by the superintendent who may have charge of the particular work in reference to which the orders are given. Any order given by City, not otherwise required by the Specifications to be in writing, will, on request of Contractor, be given or confirmed by City in writing.

Contractor shall designate, in writing, the names and telephone numbers of at least three representatives who could be contacted at any time in the event that an emergency occurs.

See Document 00520 Liquidated Damages due to change in Key Personnel on the project.

4.7 Character of Workers

Any subcontractor, or person employed by Contractor or subcontractor, who fails or refuses to carry out the directions of City, or appears to City to be incompetent or to act in a disorderly or improper manner, shall be removed from the Work immediately on the written request of City, and such person shall not again be employed on the Work.

4.8 Layout of Work and Surveys

All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

City shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.

Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as City (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.

Contractor shall keep City informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by City may be done with minimum inconvenience to City and minimum delay to Contractor.

Contractor shall remove and reconstruct Work which is improperly located.

4.9 Warranty and Inspection

General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

Inspection. City shall at all times have access to the Work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the quality of performance are in accordance with the requirements and intentions of the Drawings and Specifications. All Work done and all materials furnished shall be subject to City's inspection and approval.

The day-to-day inspection performed by the various inspectors employed by City shall not constitute approval or ratification of Work improperly done by Contractor. City is the only person authorized to recommend acceptance or rejection of Work and materials.

The presence or absence of an inspector during performance of the Work shall not relieve Contractor of any obligation to fulfill the Contract. It shall be the duty of Contractor to see that all provisions are complied with in detail, irrespective of the inspection given the Work during its progress by City or representatives of City. Any plan or method suggested to Contractor by City or an inspector, but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of Contractor; and City and City will assume no responsibility therefore.

Should it be considered necessary or advisable by City at any time before Acceptance of the entire Work to make an examination of Work already completed by removing or tearing out same, Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective or nonconforming in any material respect, due to the fault of Contractor or subcontractors, Contractor shall pay all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract Price to compensate Contractor for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, Contractor shall, in addition, be granted an appropriate extension of time.

Projects financed in whole or part with federal or state funds shall be subject to inspection at all times by the federal or state agency involved.

Any inspection, evaluation, or test performed by or on behalf of City relating to the Work is solely for the benefit of City, and shall not be relied upon by Contractor. Contractor shall not be relieved of its absolute obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

A. Execute Contractor's submittals and assemble warranty documents, and installation, operations and maintenance manuals, executed or supplied by Subcontractors, suppliers, and manufacturers.

- Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
- Include contact names and phone numbers for City personnel to call during warranty period.
- Assemble in Specification Section order.

B. Submit material prior to final application for payment.

- For equipment put into use with City's permission during construction, submit within 14 Days after first operation.
- For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
- Warranties are intended to protect City against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.

C. Limitations: Warranties are not intended to cover failures that result from the following:

- Unusual or abnormal phenomena of the elements
- Vandalism after Substantial Completion
- Insurrection or acts of aggression including war

D. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

E. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.

F. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

G. Warranty Forms: Submit drafts to City for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

- Warranty shall be countersigned by manufacturers.
- Where specified, warranty shall be countersigned by Subcontractors and installers.
- Rejection of Warranties: City reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

H. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:

- Detailed specifications for certain materials, equipment or systems require longer warranty periods.
- Materials, equipment or systems are put into beneficial use of City prior to Final Completion as agreed to in writing by City.

I. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to City free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any

materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of City.

4.10 Defective and Unauthorized Work

All Work which has been rejected shall be remedied promptly (no later than five days) or removed and replaced by Contractor in an acceptable manner at no additional cost to City.

Payment will not be made for any Work done beyond the lines and grades shown on the Drawings or established by City, or any extra Work done without written authority, and such Work will be -considered as unauthorized. Work so done may be ordered remedied, removed, or replaced.

If Contractor should fail to comply promptly with any order of City made under the provisions of this, City may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof to be deducted from any moneys due or to become due Contractor.

4.11 Construction Equipment and Plant

Contractor shall provide and use construction equipment and plant capable of producing the quality and quantity of Work required. Construction equipment shall be identified by readily visible numbers. If ordered, Contractor shall remove unsatisfactory construction equipment and discontinue the operation of unsatisfactory plants.

4.12 Substantial Completion, Final Completion and Final Acceptance

A. Substantial Completion

The Work (or a specified part thereof) has progressed to the point where, in the opinion of City as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final acceptance as evidenced by written recommendation of City for final acceptance. The terms “Substantially Complete” and “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.

1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to City, with list of items remaining to be completed or corrected.
2. Within reasonable time, City will inspect to determine status of completion.
3. Should City determine that Work is not Substantially Complete, City will promptly notify Contractor in writing, listing all defects and omissions.
4. Remedy deficiencies and send a second written notice of Substantial Completion. City will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay City’s cost of the reinspection.
5. When City concurs that Work is Substantially Complete, City will issue a Certificate of Substantial Completion, accompanied by Contractor’s list of items to be completed or corrected as verified by City.
6. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided.

B. **Final Completion**

When the Work authorized by the Contract has been completed, City will make the final inspection. If City determines that the Work has been completed, in accordance with the Contract, City will recommend that the Work be accepted. Contractor will be relieved of the responsibility imposed by Section 6.15, Contractor’s Responsibility for Work, on the date of Acceptance.

Final Completion occurs when Work meets requirements for City’s Final Completion. When Contractor considers Work is Finally Complete, submit written certification that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of City, and are operative.
3. Work is complete and ready for final inspection.
4. All systems having been tested and accepted as having met requirements of Contract Documents.
5. All required instructions and training sessions having been given by Contractor.
6. All closeout documents having been submitted by Contractor, reviewed by City and accepted by City.
7. All punch list work, as directed by City, having been completed by Contractor.
8. All final cleanup and completion activities having been completed by Contractor.

In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

When City finds Work is acceptable and final closeout submittals are complete, City will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should City determine that Work is incomplete or defective:

1. City promptly will so notify Contractor, in writing, listing the incomplete or defective items.
2. Promptly remedy the deficiencies and notify the City when it is ready for reinspection.
3. When City determines that the Work is acceptable under the Contract Documents, City will request Contractor to make closeout submittals.

Final adjustments of accounts:

1. Submit a final statement of accounting to City, showing all adjustments to the Contract Sum and complete and execute Document 00650 (Contract and Release of Any and All Claims).
2. If so required, City shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

C. **Final Acceptance**

The City will record a "Notice of Completion" after the City accepts the project as complete. The final payment including without limitation on retentions will be made 35 days after the Notice of Completion has been recorded by the County, provide there are no outstanding punchlist items or deficiencies in the project. The final payment will be fewer sums as may be lawfully retained under any provisions of the contract documents or by law.

D. **Project Guarantee**

Requirements for Contractor's guarantee of completed Work are included in this Document. Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.

Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by City shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

City may make repairs to defective Work as set forth in this Document.

If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to City, City shall have right to operate and use materials or equipment until said materials and equipment can, without damage to City, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

Nothing in this Document shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to City for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

4.13 Use Prior to Final Acceptance

City may take possession of, and use, all or part of the Project prior to Final Acceptance.

SECTION 5. CONTROL OF MATERIALS

5.1 Source of Supply and Quality of Materials.

Contractor shall furnish all materials required to complete the work, except materials that are designated in the specifications to be furnished by City.

Only materials conforming to the requirements of the specifications shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications, on the plans or in the Special Provisions. The materials shall be manufactured, handled, and use in a workmanlike manner to ensure completed work in accordance with the plans and specifications. Materials to be used in the work will be subject to inspection and tests by City or City's designated representative. Contractor shall furnish without charge such samples as may be required.

Contractor shall furnish City a list of Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be submitted on a City approved form and shall be furnished to City in sufficient time to permit inspection and testing of materials to be furnished from the listed sources in advance of their use. City may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until City is assured by Contractor of the cooperation and assistance of both Contractor and the supplier of the material. Contractor shall assure that City or City's authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered a s guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the State shall not relieve Contractor or Contractor's suppliers of responsibility for quality control.

Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain Sections or materials incorporated in the work, shall be delivered to City before acceptance of the contract.

Reports and records of inspections made and tests performed, when available at the site of the work, may be examined by Contractor.

5.2 City-Furnished Materials.

Materials which are listed as City-furnished materials in the Special Provisions will be available to Contractor free of charge.

Contractor shall submit a written request to City for the delivery of City-furnished materials at least 15 days in advance of the date of its intended use, except that the written request for the delivery of City-furnished sign

panels for roadside signs and overhead sign structures shall be submitted at least 30 days in advance of their intended installation. The request shall state the quantity and the type of each material.

The locations at which City-furnished materials will be available to Contractor free of charge will be designated in the Special Provisions. In those cases said materials shall be hauled to the site of the work by Contractor at Contractor's expense, including any necessary loading and unloading that may be involved. If the locations are not designated in the Special Provisions, City-furnished materials will be furnished to Contractor free of charge at the site of the project. In either case, all costs of handling and placing City-furnished material shall be considered as included in the price paid for the contract item involving the State-furnished material.

Contractor shall be responsible for all City-furnished materials furnished to Contractor, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by Contractor at Contractor's expense. Contractor shall be liable to City for the cost of replacing City-furnished material and those costs may be deducted from any moneys due or to become due Contractor. All City-furnished material that is not used on the work shall remain the property of the State and shall be delivered to City.

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

5.3 Storage of Materials

Sections or materials to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

5.4 Defective Materials

All materials which City has determined to not conform to the requirements of the plans and specifications will be rejected whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by City. No rejected material, the defects of which have been subsequently corrected, shall be used in the work unless approval in writing has been given by City. Upon failure of Contractor to comply promptly with any order of City made under the provisions in this Section 5, City shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due Contractor.

5.5 Plant Inspection

City may inspect the production of material, or the manufacture of products at the source of supply.

Plant inspection, however, will not be undertaken until City is assured of the cooperation and assistance of both Contractor and the material producer. City or City's authorized representative shall have free entry at all times to those parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. City assumes no obligation to inspect materials at the source of supply.

5.6 Certificates of Compliance

A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the Special Provisions require that a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, City may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve Contractor of the requirements of the plans and specifications and any material not conforming to the requirements will be subject to rejection whether in place or not.

City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by City.

5.7 State Specification Numbers

The State Specification number of material furnished on the contract shall conform to the number specified in these specifications or the Special Provisions for the material involve, except that material conforming to a later specification issue will be acceptable.

5.8 Testing

Unless otherwise specified, all tests shall be performed in accordance with the methods used by the Department of Transportation and shall be made by the Engineer or the Engineer's designated representative.

The Department has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the specifications as California Test. Copies of individual California Tests are available at the Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever the specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless otherwise specified:

Properties	California Test
Relative Compaction	216 or 231
Sand Equivalent	217
Resistance (R-value)	301
Grading (Sieve Analysis)	202
Durability Index	229

Whenever a reference is made in the specifications to a California Test by number, it shall mean the California Test in effect on the day the Notice to Contractors for the work is dated.

Whenever the specifications provide an option between 2 or more tests, the Engineer will determine the test to be used.

Whenever a reference is made in the specifications to a specification, manual or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual or test designation in effect on the day the Notice to Contractors for the work is dated. Whenever the specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions in Section 5, "Control of Materials," and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at the Engineer's discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at the Contractor's expense. The number of the samples and test specimens shall be entirely at the discretion of the Engineer. Unidentified metal products, such as sheet, plate and hardware shall be subject to the requirements of Section 55-2.07, "Unidentified Stock Material."

When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer, except as provided in Section 5.6, "Certificates of Compliance." Samples of material from local sources shall be taken by or in the presence of the Engineer; otherwise, the samples will not be considered for testing.

Whenever the provisions of this Section refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

A. City will select an independent testing and inspection agency or agencies to conduct tests and inspections as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.
   1. Responsibility for time and costs shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.
   2. Notify City in writing (and, if provided, on inspection request form provided by City) and, if directed by City, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least two (2) working days before the requested inspection date.

B. Contractor pays for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following: The amount deducted will be determined by City and deducted from moneys due or to become due to Contractor.
   1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
   2. Costs for testing of materials and work found to be unacceptable, as determined by the test performed by City.
   3. Changes in sources, lots, or suppliers of products after original tests or inspections.
   4. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
   5. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
   6. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.

C. If initial tests or inspections made by the testing and inspection agency 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, City shall pay all costs for such tests and inspections.
   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 from Contract Sum.

If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing quality control tests and making the results available to the Engineer shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

SECTION 6. LEGAL RELATIONS AND RESPONSIBILITY

6.1 Laws to be Observed

Contractor shall remain informed of and in compliance with all applicable existing and future federal, state, county, and municipal laws, codes, ordinances, rules and regulations, including but not limited to, those cited herein.

6.2 Labor Discrimination

In the performance of the Contract, Contractor shall not discriminate against an employee or applicant for employment because of race, color, religious creed, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status. Section 1735 of the Labor Code and Sections 12990 et seq. of the Government Code are incorporated herein in full by this reference.

Contractor and each subcontractor shall submit monthly an employee utilization report, substantially conforming to U.S. Department of Labor Form CC-257 (Rev. 9/78 or successor).

6.3 Employment of Labor

In the employment of labor in the performance of the Contract, City desires that Contractor and all subcontractors shall, wherever possible, give first consideration to residents of the County.

6.4 Prevailing Wages

In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the work. These rates are set forth in the latest determination obtained from the Director, which is on file in the office of the Director of Public Works and incorporated herein by reference the same as though set out in full. Post copy of general prevailing rates at site.

Contractor shall forfeit as a penalty to City, $50 for each day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under the Contract by Contractor or by any subcontractor in violation of the provisions of the Labor Code, particularly Sections 1770 through 1780, inclusive.

Each contractor and subcontractor shall keep an accurate payroll record 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 by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in accordance with the provisions of Section 1776 of the Labor Code.

Contractor shall inform City of the location of the payroll records, including the street address, city, and county, and shall, within 5 working days, provide a notice of a change in location and address. The responsibility for compliance with payroll record requirements imposed by said Section 1776 of the Labor Code is on the prime Contractor.

A copy of all payrolls shall be submitted weekly to City. Payrolls shall contain the full name, address, and Social Security number of each employee, his or her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and Social Security number need only appear on the first payroll on which his or her name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by City or on any form with identical wording. Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

If, by the 15th of the month, Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the first of that month, City will retain an amount equal to 5 percent of the estimated value of the work performed (exclusive of mobilization) during the month from the next monthly estimate, except that such retention shall not exceed $10,000 nor be less than $1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the Contract. The retention for failure to submit satisfactory payrolls for any monthly period will be released for payment when the monthly estimate for partial payments next following the date that all such payrolls for which the retention was made are submitted.

Contractor and each subcontractor shall preserve their respective payroll records for a period of 4 years from the date of fling a Notice of Completion and Acceptance under the Contract.

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment, or tools used in or upon the work, shall be considered a part of the work to be performed under the Contract and any laborers. workers, or mechanics working on such machinery, equipment, or tools, shall be subject to all of the requirements relating to labor set forth in the Contract.

The construction, erection, and operation of material production, proportioning, or mixing plants from which material is used wholly on the Contract or on contracts under the supervision of City, shall be considered a part of the work to be performed under the Contract and any laborers, workers, or mechanics working on such plants shall be subject to all of the requirements relating to labor set forth in the Contract.

6.5 Hours of Labor and Work

Eight hours' labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City, $25 for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each day during which such worker is required or permitted to labor more than 8 hours in violation of Labor Code Sections 1810 to 1815, inclusive, except as provided for under Labor Code Section 1815.

Work hours are **7:00 A.M**. to **8:00 P.M**., Monday through Friday. No weekend, holiday or night work will be allowed without written approval from the City.

6.6 Apprentices

Contractor's attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor.

Section 1777.5 requires Contractor or subcontractor employing persons, as defined, in any apprenticeable occupation to apply to the joint apprenticeship committee which is nearest the Site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of work performed by apprentices to journeymen in such cases shall not be less than 1 hour to 5 hours, except when the committee finds that any one of the following conditions is met:

A. In the event unemployment for the previous 3-month period in the project Site area exceeds an average of 15 percent, or

B. In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

C. If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

D. If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his/her life or the life, safety, or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

Contractor is required to make contributions to funds established for the administration of apprenticeship programs if Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works Site are making such contributions.

Contractor and any subcontractor shall comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6.7 Permits and Licenses

Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the prosecution of the work, except as provided in the Special Provisions.

6.8 Patents and Copyrights

Contractor shall assume all costs including any costs of defense arising from the use of any copyrighted composition, secret process, patented or unpatented invention, Section, equipment, device, or appliance manufactured, furnished, or used in the performance of the Contract, including their use by City, unless otherwise specifically stipulated in the Specifications.

6.9 Public Safety and Traffic Control

Contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs and provide such flagging and guards as are necessary in the opinion of City or public agency having jurisdiction, to give adequate warning to the public of the construction and of any dangerous condition to be encountered as a result thereof.

Without limiting the foregoing, signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by Contractor, at Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by Contractor, at Contractor's expense, shall be approved by City as to size, wording and location.

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered. Except as otherwise provided for construction area signs in Section 12, "Construction Area Traffic Control Devices," furnishing, installing and removing covers will be paid for as extra work as provided in Section 3.3.

No lane closure shall be permitted before 7:00 A.M. or after 5:00 P.M. Mondays through Fridays. Only under special conditions shall the City have the right to permit lane closure before 7:00 A.M. and after 5:00 P.M.

All costs of the above shall be included in the price bid for the various bid items and no special compensation will be allowed.

The Contractor shall maintain a minimum of two (2) travel lanes for traffic use, one in each direction at all times.

6.10 Accident Prevention

Contractor shall comply with the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.) and Title 8 of the Code of Regulations, and will also take, or cause to be taken, such additional measures as may be necessary for the prevention of accidents.

Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by City Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by City, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by City.

Prior to commencement of Work Contractor shall (1) submit proposals in writing for effectuating provisions for accident prevention, and (2) meet in conference with City to discuss and develop mutual understandings relative to administration of an overall safety program.

During the performance of Work under the Contract, Contractor shall institute controls and procedures for the control and safety of persons visiting the job-Site.

Contractor shall maintain an accurate record of, and shall report to City in writing, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment incident to Work performed under the Contract.

City will notify Contractor of any noncompliance with the foregoing provisions. Contractor shall, after receipt of such notice, immediately take corrective action. If Contractor fails or refuses to comply immediately, the matter will be referred to the proper authority. No part of the time lost due to any stop order issued by proper authority shall be made the subject or claim for extension of time or for extra costs or damages by Contractor.

Compliance with the provisions of this Section by Subcontractors will be the responsibility of Contractor.

6.11 Explosives and Stream Pollution

This section not applicable to City projects.

6.12 Fire Protection Plan

Within 15 days after Notice of Proceed submit one copy of a fire protection plan that has been reviewed and approved by the Santa Clara County Fire Department. It is recommended that the plan include, but not be limited to, a discussion of the following items:

A Equipment spark arresters

B Fire-extinguishing equipment on hand

C Method of operation in case of fire

D Notification to authorities of any fire

E Access available during performance of Work

F Educating workers of fire protection plan

G Storage protection for flammable materials

H Ventilation and illumination equipment

6.13 Interference with Fire Hydrants, Highways, and Fences

Contractor shall conduct operations as not too close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permits have been obtained therefor from the proper authorities. If any highway required to be kept open shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary guards as shall be acceptable to the authorities

having jurisdiction and to City. Any highway or street maintenance or repair work required by local authorities in connection with necessary operations under the Contract shall be performed by Contractor at Contractor's own cost and expense. Fences subject to interference shall be maintained as effective barriers consistent with the original intent but, upon approval of City, they may be moved or rearranged to facilitate prosecution of the Work until the Work is finished, after which they shall be restored to their original location in an equal or better condition that existed prior to rearrangement.

6.14 Preservation of Property

Contractor shall not damage existing improvements, utility facilities, and adjacent property, real and personal. The fact that any existing underground improvement or facility is not shown on the Drawings shall not relieve Contractor of responsibility to ascertain the existence of any underground improvement or facility which may be subject to damage by reason of Contractor's operations.

Any damage to improvements or property, whether above or below the ground, private or public, within or adjacent to the project limits, arising from, or in consequence of, the performance of the Contract shall be repaired at once by Contractor. If City requires such repair to be made prior to the execution or continued performance of any part of the Work included in this Contract, City will so notify Contractor who shall delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be allowed therefor.

When ordered by City to make any such repair, Contractor shall start work thereon within four (4) hours and shall prosecute the same with diligence to completion. Upon failure of Contractor to so comply with such order, or upon Contractor's failure to make immediate emergency repairs reasonably determined by City to be necessary in the best interests of the public, City shall have authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due, Contractor.

In an emergency affecting the safety of life or property including adjoining property, Contractor shall act to prevent, to the extent possible, such threatened loss or injury, whether or not instructed to do so by City.

6.15 Contractor's Responsibility for Work

Until Final Acceptance of the Work, Contractor shall have the charge and care of the work and of the materials to be used therein, and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The materials to be used in the Work include both those furnished by City and those furnished by Contractor, including materials for which Contractor has received partial payment as provided in Section 8.3, Progress Payment.

6.16 Indemnification and Hold Harmless

Contractor shall, to the fullest extent allowed by law, indemnify, and when the City requests with respect to a claim provide a deposit for the defense of, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, stop notices, actions, causes of action or demands whatsoever from and against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of, pertaining to, or related to the performance of this Agreement by Contractor or Contractor's employees, officers, officials, agents or independent contractors. Contractor shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in these sections from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this agreement. If Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

With respect to third party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City, and each of their officers, employees, consultants and agents, including, but not limited to, the Council, City representative.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, City may in its discretion back charge Contractor for its costs and damages resulting there from and withhold such sums from progress payments or other contract monies which may become due.

6.17 Payment of Taxes

Except as otherwise specifically provided in the Special Provisions, the Contract Prices shall include full compensation for all current and future taxes of any type which Contractor is required to pay, whether imposed by federal, state, or local government, and no tax exemption certificate or any other document designed to exempt Contractor from payment of tax will be furnished to Contractor by City.

6.18 Cooperation with Others

City reserves the right to do other work on or near the Project. Contractor shall cooperate with others and conduct Work so as to facilitate work by City or others and prevent delay, additional expense, or hindrance thereto. Contractor shall request from, and exchange with others, Drawings, data, and information as necessary to insure proper completion of the project and work of others. Contractor shall furnish copies of correspondence and Drawings exchanged with other contractors to City.

Contractor shall conduct, adjust, correct, and coordinate Work with work of others so that the Project shall be free of defects.

6.19 Property Rights in Materials

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for 90 percent of the value of materials delivered to the Site of the work, whether or not they have been so attached or affixed. All such materials shall become the property of City upon being so attached or affixed or upon payment of such 90 percent of the value of materials delivered by Contractor on the ground and not used.

6.20 Rights in Land and Improvements

Nothing in these Specifications shall be construed as allowing Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between City and any owner, former owner, or tenant of such land, structure, or building.

6.21 Title to Materials Found on the Work

The title to all water and to the right to the use of all water, to all soil, stone, gravel, sand, minerals, and all other materials developed or obtained in the excavation or other operations by Contractor or any subcontractor, or any of their employees, and the right to use or dispose of the same, are hereby expressly reserved by City, and neither Contractor, nor any subcontractor, nor any of their employees shall have any right, title, or interest in or to any part thereof; neither shall they, nor any of them, assert or make any claim thereto. Contractor may be permitted to use in the Work, without charge, any such materials which meet the requirements of these Specifications.

6.22 Trespass

Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by Contractor, any subcontractor, or their employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of Contractor.

6.23 Subcontracting

The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. When items of work in the Bid Form, (Document 00400) are preceded by the letters (S), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

Subcontracts shall include provisions that the contract between the City and the Contractor is part of the subcontract, and that all terms and provisions of the contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the City concerning the project is filed.

Before work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be subcontracted.

Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

Contractor shall comply with Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code Violations shall subject Contractor to penalties described in the Act.

In accordance with Section 4107 of the Public Contract Code, City Council or its designated authorized officer is the awarding authority for the purpose of consenting to a substitute subcontractor.

6.24 Tunnel Construction Safety

Attention is directed to Labor Code Sections 7950 and following, concerning tunnel safety. Contractor shall notify the Division of Occupational Safety and Health and City before any initial construction may be started at any tunnels. A pre-job safety conference, to be arranged for by Contractor, shall be held for all underground operations. City shall be notified of the time and place of such conference. The tunnel classification prepared by the Division of Occupational Safety and Health shall be prominently posted at the Site by Contractor. City will obtain this classification prior to the request for bids, whenever possible, and make it available to Contractor.

6.25 Cultural Resources

If cultural resources are encountered during construction of the Project, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify City immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for City to evaluate the nature and significance of the find, and implement appropriate management procedures.

In the event that prehistoric human remains are encountered, ground-disturbing activities at that location shall cease immediately. Contractor shall notify City immediately upon encountering human remains. Contractor

shall be prepared to move on to another location or phase of Work to allow the City to notify the proper authorities and assess management of the situation.

Contractor is advised that if burials or archaeological artifacts are encountered, it may be necessary to suspend Work on the project in order to comply with the above requirements. Payment for a delay of more than 1 working day for each occurrence will be made in accordance with Section 3.

6.26 Sound Control

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

Grading, construction and demolition activities shall be allowed to exceed the noise limits of Section 10.48.040 of the Cupertino Municipal Code during the daytime hours; provided that the equipment utilized has high quality noise muffler and abatement devices installed and in good condition and the activity meets one of the following criteria:

A No individual device produces a noise level more than 87 dBA at a distance of twenty-five feet (25') (7.5 meters).

B A noise level on any nearby property does not exceed 80 dBA. It is a violation of the Cupertino Municipal Code to engage in any grading, street construction or underground utility work within seven hundred fifty feet (750') of a residential area on Saturdays, Sundays, holidays, and during the nighttime period except as provided in Section 10.48.030 of the Cupertino Municipal Code.

C Grading, construction, or demolition occurring during nighttime period shall not be allowed unless they meet the nighttime standards of Section 10.48.040 of the Cupertino Municipal Code.

6.27 Site Security

Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the City and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.

Contractor shall repair all damage to City's property resulting from Contractor's failure to provide adequate security measures at no cost to City.

Contractor shall maintain a lock on the Construction access gate at all times.

Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

Contractor shall provide a Safety Program in accordance with all applicable federal, state, and local regulation codes, rules, laws and ordinances.

6.28 Public Facilities

Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

Contractor's attention is directed to the existence of underground sewer, water, gas, power, telephone and cable and other utilities within the areas in which Work is to be performed. Contractor shall, at least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the following owners of these Underground

Facilities:

A. Storm drainage lines:

City of Cupertino

B. Water:

San Jose Water Co., 374 West Santa Clara, San Jose, CA 95113-9971, Phone: 408-279-7900

California Water Service Co, 949 B Street Los Altos, CA 95024, Phone: 650-917-0920

C. Cable:

Comcast, 1900 S. Tenth St., San Jose, CA 95112, Phone: 408-918-3230

D. Electrical/Gas:

Pacific Gas & Electric, 10900 N. Blaney Ave., Cupertino, CA 95014, Phone: 408-725-2098

E. Phone:

Pacific Bell/AT&T, 3475 B N. First Street, San Jose, CA 95134, Phone: 408-493-7236

F. Sanitary:

Cupertino Sanitary, 20833 Stevens Creek Blvd., Suite 104, Cupertino, CA 95014, Phone: 408-259-7071

Sunnyvale Sanitary, 456 W. Olive Ave, Sunnyvale, CA 94086, Phone 408-730-7400

The Contractor shall have all of the utilities, underground mains, and services that may conflict with the project, located in the field. The Contractor shall contact Underground Service Alert (USA) two (2) working days in advance of any work, for location of the underground facilities, at 800-642-2444.

Underground vaults and lines are shown on the Drawings. Contractor shall exhibit extreme care when conducting this work and may be required to hand dig in these locations. The vaults and lines shall be protected throughout the construction period.

Attention is directed to the presence of overhead telephone, cable and power lines and a power pole in the area. The existing power pole shall be protected throughout the construction period. Protection of these power poles may require assistance from PG&E, AT&T and Comcast. Cost for assistance by PG&E, AT&T and Comcast shall be borne by Contractor.

Attention is directed to the existing utilities in the area. Contractor shall notify utility companies prior to digging in this area and shall abide by any provisions instructed by the utility company for protection of their facility including hand digging in this area. Costs for compliance with all mitigation measures shall be borne by Contractor.

6.29 Legal Actions Against the City

No representative, officer, or employee of City, no member of the governing body of the locality in which the Project is situated, no member of the locality in which City was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

6.30 Limit of Liabiltiy

CITY, AND EACH OF ITS OFFICERS, THE CITY COUNCIL, EMPLOYEES, CONSULTANTS (INCLUDING WITHOUT LIMITATION CONSULTING ENGINEER) AND AGENTS INCLUDING, BUT NOT LIMITED TO, ENGINEER EACH OTHER CITY REPRESENTATIVE SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

SECTION 7. PROSECUTION AND PROGRESS OF WORK

7.1 Assignment

The performance of the Contract may not be assigned except upon the written consent of the Council. Consent will not be given to any proposed assignment which would relieve the original Contractor or surety of their responsibilities under the Contract.

Contractor may assign moneys due, or to become due under the Contract, and such assignment will be recognized by City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper setoffs in favor of City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by City for the completion of the Work in the event that Contractor should be in default therein.

7.2 Notice to Proceed

The Contract Time will commence to run on the date indicated on the Notice to Proceed. Contractor shall not do any work at the site prior to the date on which the Contract Time commences to run.

7.3 Commencement of Work

Contractor shall not begin Work until receipt from City of the Notice to Proceed, and shall, upon receiving notice, begin Work within the time specified in the notice. The time specified in said notice will allow a period of at least 10 days after the date of said notice for commencement of Work. After receipt of said notice, Contractor shall diligently prosecute the Work to completion. Contractor shall provide, at least 24 hours in advance, written notice to City of Contractor's intention to start Work and specify the date on which Contractor intends to start.

No Work shall begin until the Contract, bonds and certificates of insurance required by Section 2 have been received and approved.

7.4 Work Progress Schedule

A. General

Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.

Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00520 (Contract), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by City. A Change Order shall formalize any such agreement.

1. City is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.

2. Contractor is not 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 Time.

3. A schedule showing the Work completed in less than the Contract Time, which has been accepted by City, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both City and Contractor.

4. Float Ownership: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.

    a. For example, in the event of unexcused delay by Party A and Party B, and 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 Substantial Completion date.

b. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.

c Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

d Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. City's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon City, or act to relieve Contractor of its responsibility for means and methods of construction.

e Transmit each item under form approved by City.

- Identify Project with the City Project number, and name of Contractor.
- Provide space for Contractor's approval stamp and City's review stamps.
- Submittals received from sources other than Contractor will be returned to Contractor without City's review.

B. Initial and Original Progress Schedule

Initial Schedule submitted for review at the Preconstruction Conference shall serve as Contractor's schedule for up to 30 Days after the Notice to Proceed.

Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.

Contractor shall submit its Original Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with all standards herein.

All Schedules shall be time-scaled.

All Schedules shall be cost- and resource-loaded. Accepted cost- and resource-loaded Schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed 30 Days.

Except as otherwise expressly provided in this Document, meet with City to review and discuss the each Schedule (i.e., Initial, Original and monthly updates) within seven Days after each Schedule has been submitted to City.

City's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

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

If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, submit to City a written Time Impact Evaluation (TIE) in accordance with this Section. The TIE shall be based on the most current update of the Initial Schedule.

C. Schedule Format and Level of Detail

Each Schedule (Initial, Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1. All Contractor, Subcontractor, and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.

2. Activities related to the delivery of Contractor and City-furnished equipment to be Contractor-installed per Contract shall be shown.

3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.

4. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by City.

5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, man power loading, and scheduled/actual progress payments.

Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

A two-week "look ahead," detailed daily bar chart schedule shall be updated and issued weekly. Utilize computer-scheduling software, such as Microsoft Project software or approved equivalent, for all scheduling including schedule updates.

D. Monthly Schedule Update Submittals

Following acceptance of Contractor's Initial Schedule, monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.

Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

Within five Days after monthly Schedule update, submit the updated Schedule.

Within five Days of receipt of above-noted revised submittals, City will either accept or reject monthly schedule update submittal.

1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment.

2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.

Updating, changing or revising of any report, curve, schedule or narrative submitted to City by Contractor under this Contract, nor City's review or acceptance of any such report, curve, schedule or

narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

E. Schedule Revisions

Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

To reflect revisions to the Schedule, provide City with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions three Days in advance of the monthly schedule update. Clearly show and discuss any changes in the critical path.

Schedule revisions shall not be incorporated into any schedule update until City has reviewed the revisions. City may request further information and justification for schedule revisions and, within three Days, provide City with a complete written narrative response to City's request.

If City does not accept Contractor's revision, and Contractor disagrees with City's position, Contractor has seven Days from receipt of City's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of City's written rejection of a schedule revision shall be contractually interpreted as acceptance of City's position, and Contractor waives its rights to subsequently dispute or file a claim regarding City's position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, Contractor's sole right shall be to file a claim as provided in this Document.

At City's discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

F. Recovery Schedule

If a Schedule update shows a substantial completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to City within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If City requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

The revisions shall not be incorporated into any Schedule update until City has reviewed the revisions. If City does not accept Contractor's revisions, City and Contractor shall follow the procedures in paragraphs above.

At City's discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

G. Time Impact Evaluation (TIE) For Change Orders and Other Delays

When Contractor is directed to proceed with changed work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable City to evaluate the impact of changed work to the scheduled critical path.

Comply with the requirements of this Section for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

Contractor is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide City with four copies of each TIE.

Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount City allows, and Contractor may submit a claim for additional time claimed by Contractor as provided in this Document.

H. Time Extensions

Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with this Document

Where an event for which City is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate City-caused time impact. Submit mitigation plan to City within 14 Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.

Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

No time will be granted under the Contract Documents for cumulative effect of changes.
City will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

Notwithstanding any other provision of this Section, if Contractor does not submit a TIE within the required 14 Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.

I. Project Status Reporting

In addition to submittal requirements for scheduling identified in this Section, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph below.

Prepare monthly written narrative reports of status of Project for submission to City. Written status reports shall include:

1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

2. Progress made on critical activities indicated on each Schedule, including inspections.

3. Explanations for any lack of work on critical path activities planned to be performed during last month.

4. Explanations for any schedule changes, including changes to logic or to activity durations.

5. List of critical activities scheduled to be performed during the next month.

6. Status of major material and equipment procurement.

7. Any delays encountered during reporting period.

8. Provide printed report indicating actual versus planned resource (labor, materials and equipment) loading for each trade and each activity. This report shall be provided on weekly and monthly basis.

   a. Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
   b. Explain all variances and mitigation measures.

9. Contractor may include any other information pertinent to status of Project. Include additional status information requested by City at no additional cost.

10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

At the close of each workday provide City with report of Contractor and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries.

7.5 Temporary Suspension of Work

By written order to Contractor, City may suspend the Work wholly or in part for an indefinite period, or for such period as City may deem necessary, for any of the following reasons:

- Weather conditions or other conditions which are unfavorable for the proper prosecution of the Work;
- Failure of Contractor to carry out orders given or to perform any provisions of the Contract; or
- The convenience and benefit of City**.**

Such suspension shall be effective upon receipt by Contractor of the written order suspending the Work and shall be terminated upon receipt by Contractor of the written order terminating the suspension.

If, under authority of Convenience and benefit of City, as stated above, City orders a suspension of all or a portion of the Work, which is the current controlling operation, it will be cause for a time extension if it affects the controlling item of Work.

7.6 Liquidated Damages

In case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of days as set forth in Document 00520 (Contract), it is agreed that damage will be sustained by City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that Contractor will pay to City the sum set forth in Document 00520 (Contract) per day for each and every day's delay in finishing the Work in excess of the number of days prescribed; and Contractor agrees to pay said liquidated damages herein provided for, and further agrees that City may deduct the amount thereof from any moneys due, or that may become due, to Contractor under the Contract.

7.7 Termination of Control

Failure to supply an adequate working force or material of proper quality, or in any other respect to prosecute the Work with the diligence and force specified by the Contract, is grounds for termination of Contractor's control over the Work and for taking over the Work by City.

7.8 Termination of Contract for Cause

Contractor shall be in default of the Contract Documents and City may terminate Contractor's right to proceed under the Contract Documents, for cause, should Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from City to Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar days, Contractor must provide City within the ten (10) day period with a

written plan acceptable to City to cure said breach, and then diligently commence and continue such cure according to the written plan).

In the event of termination by City as provided above for cause, Contractor shall deliver to City possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which City may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, Contractor shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with the Contract Documents.

In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Section 9 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

7.9 Termination of Contract for Convenience

A. City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever City shall determine that termination is in City's best interest. Termination shall be effected by City delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

B. After receiving a notice of termination, and except as otherwise directed by City, Contractor shall:

1. Stop Work under the Contract Documents on date and to extent specified in notice of termination;
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
4. Assign to City in manner, at times, and to extent directed by City, all right, title, and interest of Contractor under orders and subcontracts so terminated. City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to extent City may require. City's approval or ratification shall be final for purposes of this section;
6. Transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, all fabricated or un-fabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to City;
7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that City directs or authorizes, any property of types referred to in preceding paragraph, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by City. Proceeds of transfer or disposition shall be applied to reduce payments to be made by City to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as City may direct;
8. Complete performance of the part of the Work which was not terminated by the notice of termination; and

9. Take such action as may be necessary, or as City may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which City has or may acquire interest.

C. After receipt of a notice of termination, Contractor shall submit to City its termination claim, in form and with all certifications required by Section 9. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and City may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this Section. If Contractor and City fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this Section, City's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in City's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

2. A reasonable allowance for profit on cost of Work performed as determined in the preceding paragraph, provided that Contractor establishes to City's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

3. Reasonable costs to Contractor of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.

4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.

5. Except as provided in this Section, City shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

6. City shall have no obligation to pay Contractor under this Section unless and until Contractor provides City with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

D. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):

1. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;

2. Any claim which City may have against Contractor in connection with Contract Documents; and

3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this Section, and not otherwise recovered by or credited to City.

7.10 Contractor's Cost Data

Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contact:

A. Direct costs of contract item work.

B. Direct costs of changes in character in conformance with Section 3.3, Change in Work.

C. Direct costs of extra work in conformance with Section 3.3, Change in Work.

D. Direct costs of work not required by the contract and performed for others.

E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9.

F. Indirect costs of overhead.

See also section 3.4, Change in Contract Price, regarding cost accounting records for daily extra work.

City shall have the right to inspect, audit, and copy Contractor's books and records related to the Project wherever located, and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. Contractor shall maintain in good order and City shall have the right to inspect and obtain copies of the following documents at all times: all Contract Documents, all planning and design documents, all Bid Documents, all design modification proposals, all value engineering or other cost reduction proposals, all revisions made to the original design, and all job progress reports and photographs, and as-built drawings maintained by Contractor.

City or any of its duly authorized representatives shall, from start of work until the expiration of 4 years after filing the Notice of Completion and Acceptance under this Contract or any subcontract under it, have access to and the right to examine any of Contractor's or subcontractor's payrolls, records of personnel, invoices of materials, records of plant and equipment costs, and any and all other directly pertinent books, documents, papers, and records of such Contractor or subcontractors, involving transactions related to said Contract or subcontracts. In the event State or Federal funds are involved in the financing of the project, the State or Federal Government shall have the same rights of inspection as City.

The cost accounting records for this Contract shall be maintained separately from other contracts during the life of this Contract, and for a period of not less than 3 years after the date of acceptance of the Work. If Contractor intends to file claims against City, Contractor shall keep all required cost accounting records until complete resolution of all claims has been reached.

7.11 Coordination with Utilities

In general, the location of existing utility facilities as shown on the Drawings is approximate. This information has been obtained from utility maps furnished by the various agencies involved, and City does not guarantee either the correctness of locations or the extent of such locations.

Service laterals, such as house sanitary, water, electrical, gas, cable TV, storm or telephone cables, or appurtenances, may not all be shown on the Drawings. City may not indicate the presence of service laterals or appurtenances whenever the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, meter boxes or junction boxes, on or adjacent to the construction Site. No changes in the Contract Price or Contract time will be made due to the presence of unidentified or incorrectly located service laterals or appurtenances. It shall be the responsibility of Contractor to ascertain the exact location of the utility facilities.

Unless otherwise indicated on the Drawings or specified in the Specifications, Contractor shall maintain in service all utilities including house services, power, lighting, and telephone conduits, and any other surface or subsurface structure or facility of any nature that may be affected by the Work; provided, however, that Contractor, for convenience, may arrange with the owner to temporarily disconnect house service lines or other facilities along the line of the work. The cost of disconnecting and restoring such utilities shall be borne by Contractor.

In the event that a main or trunk line utility facility is encountered which interferes with the Work and is neither shown on the Drawings nor specified in the Specifications, Contractor shall immediately notify City in writing. City will either have the appropriate utility company or public agency relocate the facility, or City will direct Contractor to relocate the facility in accordance with Section 3.3, Change in Work.

In the event that a main or trunk line utility facility is encountered which interferes with the Work and which Contractor believes is not shown on the Drawings or indicated in the Specifications with reasonable accuracy, Contractor shall immediately notify City in writing. Reasonable accuracy is defined as being within the tolerances noted on the Drawings. If City determines that the main or trunk line utility facility was shown on the Drawings or indicated in the Specifications with reasonable accuracy, Contractor shall be solely responsible for relocation or removal, and no additional time will be granted nor will additional compensation be made for any additional work required. If City determines that the main or trunk line utility facility was not shown on the Drawings or indicated in the Specifications with reasonable accuracy, City will either have the appropriate utility company or public agency relocate the facility, or City will direct Contractor to relocate the facility in accordance with Section 3.3, Change in Work.

When a delay in the completion of the project is caused by the failure of City or the owner of a utility facility to provide for removal or relocation of existing main or trunk line utility facilities which are not shown on the Drawings or indicated in the Specifications, or which are not shown on the Drawings or indicated in the Specifications with reasonable accuracy, the Contract time will be extended in accordance with Section 3.5, Change of Contract Time.

7.12 Temporary Facilities

A. Temporary Electricity

Contractor shall provide, maintain, and pay for electrical power at the Site for construction purposes and for Contractor's and Construction Manager's trailers. Contractor must provide all necessary wiring and appurtenances for connection to City's system.

B. Temporary Communications

Provide, maintain, and pay for all applicable communications and data services, without limitation, to Contractor's field office commencing at time of Project mobilization, including all installation and connection charges.

C. Temporary Water

1. Provide, maintain, and pay for suitable quality water service required for construction operations.

2. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Contractor. Contractor will be responsible for all costs/fees associated with water usage. Contractor shall furnish necessary pipe, hose, nozzles, meter, and tools and perform all necessary labor. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose. Contractor to coordinate services with the appropriate Water Company.

D. Fence

1. All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until City gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

2. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations. Contractor will be responsible for all costs associated with the relocating of the fence as required for new installation of work.

E. Temporary Sanitary Facilities

1. Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to

work area and as far away from adjacent residences as possible. Location must be approved by City prior to placement.

2. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

3. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

7.13 Project Record Documents

A. Project Record Drawings

1. During the construction period, maintain a set of prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded

2. Mark the PROJECT RECORD drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the Drawings
- Revisions to details shown on the Drawings
- Depths of various elements of foundation level or survey datum
- Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
- Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
- Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
- Actual numbering of each electrical circuit
- Field changes of dimension and detail
- Revisions to routing of piping and conduits
- Revisions to electrical circuitry
- Actual equipment locations
- Duct size and routing
- Changes made by Change Order or CCD
- Details not on original Contract Drawings
- Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
- Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
- Mark important additional information that was either shown schematically or omitted from original Drawings.
- Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.

- Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
  - (a) Accurately record information in an understandable and legible drawing technique.
  - (b) Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

3. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with City. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.
   a. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" in a prominent location on each Drawing.
   b. Refer instances of uncertainty to City for resolution.
   c. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets.
4. Distribution of Marked-Up Drawings: Submit the marked-up Project Record Drawings set to City for City's records.
5. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

B. Project Record Specifications

During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.

Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
4. Upon completion of mark-up, submit Project Record Specifications to City for City's records.

C. Additional Requirements for Final Project Record Documents

1. Prior to Substantial Completion of the Work, City will make available to Contractor originals of the Drawings and Specifications, as current Microsoft® Word for Windows, and current AutoCAD Land Development Desktop for Windows in drawing format (.DWG) files. Note all changes thereon for the final Project Record Documents and provide one set of mylar reproducibles, one set of revised Specifications and one set of disks or CDs to be submitted to City.

2. After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.
   Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.
   "Cloud" all affected areas.
   Stamp each Record Drawing with the following information:
   a. Project Record Document.
   b. Prepared by: Contractor's name, permanent address.
   c. Date prepared.
   d. Contractor's signature.
   e. City Project Number.

D. Project Record Product Data

1. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
   a. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
   b. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   c. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
   d. Upon completion of mark-up, submit a complete set of Project Record Product Data to City for City's records.
   e. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
   f. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.
2. Material, Equipment, and Finish Data:
   a. Provide data for primary materials, equipment and finishes as required under each Specification Section.
   b. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.
   c. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
      - Trade names.
      - Model or type numbers.
      - Assembly diagrams.
      - Operating instructions.
      - Cleaning instructions.
      - Maintenance instructions.
      - Recommended spare parts.
      - Product data.

E. Miscellaneous Project Record Submittals

Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the City for City's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

- Field records on excavations and foundations
- Field records on underground construction and similar work

- Survey showing locations and elevations of underground lines
- Invert elevations of drainage piping
- Surveys establishing lines and levels
- Authorized measurements utilizing unit prices or allowances
- Records of plant treatment
- Ambient and substrate condition tests
- Certifications received in lieu of labels on bulk products
- Batch mixing and bulk delivery records
- Testing and qualification of tradespersons
- Documented qualification of installation firms
- Load and performance testing
- Inspections and certifications by governing authorities
- Leakage and water-penetration tests
- Fire resistance and flame spread test results
- Final inspection and correction procedures

F. Recording

Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. City may periodically review Project Record Documents to assure compliance with this requirement.

G. Submittal

1. At completion of Project, deliver Project Record Documents to City.
2. Accompany submittal with transmittal letter containing:
   a. Date
   b. Project title and number
   c. Contractor's name and address
   d. Number and title of each Project Record Document
   e. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

7.14 Preconstruction Conference

City will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).

Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.

Agenda will include, but not be limited to, the following items.

- Schedules
- Personnel and vehicle permit procedures
- Use of premises
- Location of the Contractor's on-Site facilities
- Security
- Housekeeping
- Submittal and RFI procedures
- Inspection and testing procedures, on-Site and off-Site
- Utility shutdown procedures
- Control and reference point survey procedures
- Injury and Illness Prevention Program
- Contractor's Initial Schedule
- Contractor's Schedule of Values
- Contractor's Schedule of Submittals

City will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

7.15 Weekly Progress Meeting

City will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by City.

Meetings shall be held at Contractor's on-Site office unless otherwise directed by City.

An City representative will prepare agenda and distribute it 4 Days in advance of meeting to Contractor.

City will record. Within 3 Days after meeting, City will distribute minutes to Contractor, who will distribute to those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.

Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, City, and others as appropriate to agenda topics for each meeting.

Agenda will contain the following items, as appropriate:

- Review, revise as necessary, and approve previous meeting minutes
- Review of Work progress since last meeting
- Status of Construction Work Schedule, delivery schedules, adjustments
- Submittal, RFI, and Change Order status
- Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
- Other items affecting progress of Work

7.16 Right of Way Delays

If, through the failure of the City to acquire or clear right of way, Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor that amount that the Engineer may find to be a fair and reasonable compensation for that part of the Contractor's actual loss, that, in the opinion of the Engineer, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis, as provided in Section 3.04 of this document with the following exceptions:

- The right of way delay factor for each classification of equipment shown in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is a part of the contract, will be applied to that equipment rental rate.
- The time for which the compensation will be paid will be the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day.
- The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay, except that when rental of equipment is paid for under the provisions in Section 3.4, Change in Contract Price, no payment will be made for right of way delays in conformance with the provisions of Section 7.11, Coordination with Utilities.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this Section and compensation for idle time of workers will be determined as provided in Section 3.4, Change in Contract Price, and no markup will be added in either case for overhead and profit.

The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided in Section 3.3, Change in Work.

If performance of the Contractor's work is delayed as the result of the failure of the City to acquire or clear right of way, an extension of time determined pursuant to the provisions in Section 7.6, Liquidated Damages, will be granted.

SECTION 8. MEASUREMENT AND PAYMENT

8.1 Measurement of Quantities

All Work except Work based on time and materials will be paid for at a contract price per unit of measurement and will be measured by City in accordance with the United States Standard Measures and Metric. Unless otherwise specifically provided, City will compute quantities by a method which, in City's opinion, is best suited to obtain an accurate determination. The weights of metalwork, pipe, and other metal parts to be paid for on the basis of weight, will be determined by City. City will not provide scales for weighing material. City will determine the weight of each part or item in the most practicable manner and will use for that purpose manufacturer's weights, or in their absence, catalog weights or estimated weights, in that order; provided, that weights of nonmetallic coatings will be excluded.

8.2 Deductions from Payments

City may, at its option and at any time, retain out of any amounts due Contractor, sums sufficient to cover claims, filed pursuant to Section 3179 et seq. of the Civil Code.

8.3 Progress Payment

Unless otherwise agreed, Contractor shall submit to City, on or before the first (1st) day of each month, five (5) copies of a request for payment for the cost of the Work put in place during the period from the 1st day of the previous month to the 30th day of the previous month. Such requests for progress payments shall be based upon prices of all labor and acceptable materials incorporated in the Work up until midnight of the last day of that one month period, less the aggregate of previous payments. If Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one month period, resulting in processing of Contractor's payment request being delayed for more than a day for day basis.

Acceptable materials shall be those materials which will become a part of the finished construction work. The basis for partial payments of lump sum or other unit Contract items will be determined by Contract between City and Contractor. City shall retain 10 percent of such estimated value of work done and 10 percent of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid, and shall pay to Contractor, while carrying on the Work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. However, at any time after 50 percent of the Work has been completed, if City finds that satisfactory progress is being made, City may make any of the remaining progress payments in full for actual Work completed, or may withhold any amount up to 10 percent thereof, as City may find appropriate, based on Contractor's progress. No such estimate or payment shall be required to be made when, in the judgment of City, the Work is not proceeding in accordance with the provisions of the Contract, or when, in City's judgment, the total value of the Work done since the last estimate amounts to less than $1,000. No such estimate or payment shall be considered to be an acceptance of any defective Work or improper materials. All progress estimates and payments shall be subject to correction in the final estimate.

Contractor shall, at the time any payment request is submitted, certify in writing the accuracy of the payment request and that Contractor has fulfilled all scheduling requirements of this Document 00700 including updates and revisions. The certification shall be executed by a responsible officer of Contractor.

When an item of work is designated as (F) in the Bid Form, (Document 00400), the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Caltrans Standard Specifications, Section 51, "Measurement." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) in the Bid Form, (Document 00400) shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Bid Form for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Bid Form.

When an item of work is designated as (P) in the Bid Form, (Document 00400), a portion of the estimated quantity for that item of work shall be eligible for partial payment.

8.4 Final Payment

As soon as practicable after Final Acceptance of the Work, Contractor shall submit to City five (5) copies of a final request for payment for the cost of the Work, which request will show deductions for prior payments and any other amounts to be retained under Section 8.2, Deduction from Payments. The amount determined due, less the amount retained, will be paid. This retained amount will not be due or payable until 35 days after the completion of all of the Work including punch list items and the recording of Notice of Completion and Final Acceptance in the manner provided by law, and until after Contractor has furnished City a release of any and all claims by Contractor or Subcontractors (Document 00650) against City arising by virtue of this Contract, except such claims in definite amounts as Contractor may specifically exempt from the operation of the release and the furnishing of any guaranty.

8.5 Scope of Payment

Payment for all items of Work at the unit or lump sum price shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the item of Work, and no additional allowance will be made therefor.

Payment for items of Work which are called for in the Specifications or shown on the Drawings but which are not separately identified in the Bid form shall be compensated as part of the bid price of one or more of the items which are listed, and no additional allowance will be made therefor.

8.6 Substitution Of Securities In Lieu Of Retention

Pursuant to provisions of Public Contract Code Section 22300, substitution of securities for any monies withheld under the Contract Documents to insure performance is permitted under following conditions:

At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City which are equivalent to the amount withheld under retention provisions of the Contract Documents shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to Contractor. Upon final acceptance and 35 days after the completion of all of the work including punch list items and the recording of the Notice of Completion, securities shall be returned to Contractor.

Alternatively, Contractor may request and City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by Contractor. Upon final acceptance and 35 days after the completion of all of the work including punch list items and the recording of the Notice of Completion, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from City, pursuant to the terms of this section. Contractor shall pay to each subcontractor, not later than twenty (20) Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.

Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.

Contractor shall enter into escrow agreement according to Document 00680 (Escrow Agreement), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of the Contract Work.

8.7 Effect of Payment

Payment will be made by City, based on City's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that City has:

- Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
- Reviewed construction means, methods, techniques, sequences, or procedures;
- Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by City to substantiate Contractor's right to payment; or made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

SECTION 9. CLAIMS BY CONTRACTOR

9.1 General

A Contract Interpretation Disputes:

Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, Contractor shall give written notice to City. Contractor shall bear all costs incurred in the giving of such notice. All issues regarding the interpretation of the Specifications shall be referred to City for interpretation and determination. City shall have the right but not the obligation to affirm or disaffirm any City interpretation of the Plans or Specifications, which affirmance or disaffirmance shall be final. All issues regarding the Contract Documents shall be determined by City whose determination shall be final. If Contractor should disagree with City's determination regarding any aspect of the Contract Documents, Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work (as defined in following paragraphs) to Final Completion.

B Work Disputes:

Should any dispute arise under the Contract Documents respecting the true value of any Work performed, the implementation of the Work required by the Contract Documents, any Work omitted, any extra Work which Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of the Contract Documents, or of compliance with Contract Documents procedures, the dispute shall be decided by City and its decision shall be final and conclusive. If Contractor disagrees with City's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.

The claim notice and documentation procedure described in this Section applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Section. Under no circumstances shall any Subcontractor or supplier make any direct claim against City.

"Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of the Contract Documents terms, or other relief arising under or relating to the Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed Portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.

The provisions of this Section constitute a non-judicial claim settlement procedure, and also a claim presentment procedure by agreement under Section 930.2 of the Government Code, shall survive termination or completion of the Contract Documents, and may not be changed, waived, modified, or its requirements reduced absent a written change order approval by City Council. Contractor shall bear

all costs incurred in the preparation and submission of a claim. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days. Any claims presented in accordance with the Government Code shall affirmatively indicate Contractor's prior compliance with the claims procedure herein and previous dispositions under Section 9.2, Procedures, below.

Contractor shall impose the claim notice and documentation requirements in this Contract on Contractor's subcontractors of all tiers, and require them to submit to Contractor all claims against Contractor and/or City within the times and containing the documentation required by this Section. The claim notice and documentation procedure described in this Section applies to all claims and disputes arising under the Contract Documents, whether or not specifically referred to in any specific Portion of the Contract. Government Code Section 930.2 et. seq. applies to this procedure.

9.2 Procedures

Should any clarification, determination, action or inaction by City, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with the Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then Contractor and City shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor must file a written notice of the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written notice of Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this Section, Contractor shall waive its rights to further claim on the specific issue.

City will review Contractor's timely notice of Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of the Contract Documents, it shall so notify City, in writing, within seven (7) Days after receiving the decision, that a formal claim will be issued. Within thirty (30) Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven (7) Days and all justifying documentation within thirty (30) Days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) days, then Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to City a document titled "Claim Update" which shall update and quantify all elements of the Claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every thirty (30) days shall result in waiver of the claim for that thirty (30) day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with this Section and shall result in Contractor waiving its claim(s).

Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, City or its designee will review the issue and render a final determination. City may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by City to evaluate and decide Contractor's claim.

If Contractor's claims at project completion total less than $375,000, then claims resolution shall proceed in the manner prescribed by Section 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code. If such claims exceed $375,000, then Contractor shall prepare a compendium of claims not resolved as a result of these procedures, and submit them in a claim submitted under the Government Claims Act, Government. Code Section 901 *et seq.*, for final investigation and consideration of their settlement prior to initiation of any litigation thereon, as required by Government Code Section 945.4. For all claims under or over $375,000, pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 shall be reduced to 150 days.

Claims shall be calculated in the same manner as Change Orders per Section 3, Scope of Work. Except where provided by law, or elsewhere in these contract documents, if applicable, City shall not be liable for special or consequential damages. Contractor shall be limited in it's recovery on claims to the change order calculations set forth in Section 3, Scope of Work.

9.3 Claim Format

Contractor shall submit the claim justification in the following format: (a) Cover letter and certification of the accuracy of the contents of the claim, (b) summary of claim including underlying facts, entitlement, quantum calculations and Contract Document provisions supporting relief, (c) list of documents relating to claim including specifications, Plans, clarifications/requests for information, schedules, cost calculations, and other supporting documents, (d) chronology of events and correspondence, (e) analysis of claim merit, (f) analysis of claim cost, and (g) attach supporting documents referenced in (c).

9.4 Mediation

All claims not subject to the claim resolution procedures set forth in Section 9.2, Procedures, shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

9.5 Exclusive Remedy

Contractor's performance of its duties and obligations specified in this Section and submission and mediation of a claim as provided in this Section is Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from the Work. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by City, its representatives, consultants or agents, or the transfer of the Work or the Project to City for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the claim submission and mediation procedures described in this Section is a condition precedent, and a prerequisite within the meaning of Section 930.6 of the Government Code, to the right to commence litigation or to seek to file a Government Code Claim (where applicable) or to commence any other legal action. No claim or issue not raised in a timely protest and timely claim submitted under this Section may be asserted in any Government Code Claim, in any subsequent litigation, or in any legal action. If Contractor fails to raise any claim(s) or issue(s) in a timely protest and timely claim submitted under this Section, then Contractor may not thereafter assert such claim(s) or issue(s) in any Government Code Claim, subsequent litigation, or legal action. City shall not be deemed to have waived any provision under this Section, if at City's sole discretion, a claim is accepted in a manner not in accord with Section.

END OF DOCUMENT

DOCUMENT 00800

SPECIAL CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

A. Document includes summary of Work including:
1.2 Work Covered By Contract Documents
1.3 Bid Items
1.4 Work Under Other Contracts
1.5 Contract Time
1.6 Work Sequence
1.7 Work Days and Hours
1.8 Cooperation of Contractor and Coordination with Other Work
1.9 Maintenance, Product Handling, and Protection
1.10 Partial Occupancy/Utilization Requirements
1.11 Contractor Use of Premises
1.12 Lines and Grades
1.13 Protection of Existing Property, Structures and Utilities
1.14 Damage to Existing Property
1.15 Dust Control
1.16 Parking
1.17 Lay down / Staging Area
1.18 Permits
1.19 Punch List Verification
1.20 Actual Damages for Violations
1.21 Unfavorable Construction Conditions
1.22 Construction Site Access
1.23 Site Administration
1.24 Weather Delay
1.25 Project Record Documents
1.26 City Supplied Materials
1.27 Mobilization

2.1 Products Ordered In Advance (N/A)
2.2 City-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Work generaly consists of improving various roadway surfaces by edge grinding and placing hot mix asphalt overlay, lowering and adjusting of manholes, water valve boxes and monument boxes, replacing traffic signal loops and striping and miscellaneous work as shown and outlined in these specifications.
B. The Work of this Contract includes work covered by unit price costs.
C. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
D. Contractor's use of the premises for trailer, storage and parking is limited to the construction area as indicated on the plans and as approved by the City.
E. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.
F. Existing equipment removed but not reused, as a part of the Work, shall be returned to the City where indicated. Contractor shall carefully remove all equipment, specified or indicated to be salvaged and reused, or to remain the property of City. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work. Salvaged items not to be reused in the Work, but to remain City's property shall be delivered by Contractor in good condition to City.

Any items indicated to be salvaged which are damaged in removal, storage, or handling, through carelessness or improper procedures, shall be replaced by Contractor in kind or with new items. Contractor may furnish and install new items, in exchange for those indicated to be salvaged, in which case such removed items will become Contractor's property. Existing materials and equipment, removed by Contractor, shall not be reused in the Work except where so specified or indicated.

G. This Document and Document 00700 (General Conditions) and the Special Conditions includes measures that Contractor shall follow to execute the work.

1.3 BID ITEMS

Bid Items

A. Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract, without compensation in any form or adjustment of other Bid Items or prices therefore, in accordance with Document 00700 (General Conditions).
B. Payment of all items is subject to the provisions of the Document 00700 (General Conditions).
C. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item. Bidder should take particular notice that any and all items of Work, called for in the Construction Documents, but not included in a description of any specific bid item, shall be considered as included in one (1) or more of the bid items and that no additional compensation for those items of Work, beyond the Base Bid, will be allowed. Work of this nature includes, but is not limited to, such items as flagmen, water, all safety requirements, or work and materials required to provide public convenience and safety, barricades, lights, vehicular detours, and pedestrian walkways.
D. For Lump Sum Bid items, bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified in the Contract Documents.

1.4 WORK UNDER OTHER CONTRACTS

Work at the site performed by others may include concrete accessibility and flow line repairs and utility main replacements. Paving work shall occur after completion of concrete and utility work. Contractor will coordinate schedule accordingly.

1.5 CONTRACT TIME

The Contract Time will commence on the date indicated in the Notice to Proceed. The City anticipated issuing the Notice to Proceed on or after March 1, 2016. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 00700 (General Conditions) within 70 working days as provided in Document 00700 (General Conditions). All work on streets near schools shall be completed during spring break April 11, 2016 – April 15, 2016 or during summer break June 9, 2016 -August 11, 2016.

1.6 WORK SEQUENCE

A. Construct Work in stages and at times to accommodate City operational requirements during the construction period; coordinate construction schedule and operations with City.
B. Contractor shall allow safe passage thru the construction area at all times.
C. Contractor acknowledges that shoring may be required to maintain a safe excavation and protect facilities or pipelines, including both existing and recently constructed under this Contract. All expenses for shoring of excavations for construction of basins and pipelines shall be included.
D. When required by the specifications or contract documents or plans the Contractor shall follow the sequence of operations as set fourth therein.

1.7 WORK DAYS AND HOURS

A. Work Days and hours: Work on residential streets (excluding streets near schools) shall be limited to Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. Work on collector streets shall be limited to Monday – Friday 9:00 a.m. to 3:30 p.m. (excluding streets near schools). All work on streets near schools shall be completed when school is out of session (April 11-15, or June 9-August 11). **Work on Specific Streets may be limited to nights or weekends and may need to be coordinated with other projects happening in area**. **See "Attachment A" for a list of work hour restrictions by street name or type.**

B. Work at the Site on weekends or holidays (other than as described above) is not permitted, unless Contractor requests otherwise from City in writing at least **2 working days in advance and City approves in its sole discretion. In the ca**se of Work by Contractor after normal working hours, Contractor shall be responsible for any additional inspection costs incurred by the City. Such costs may be withheld from any succeeding monthly progress payment.

C. Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from City or the owning utility prior to undertaking connections and coordinate as needed to accommodate the facilities operations. Contractor shall protect facilities against deleterious substances and damage.

D. Road Shutdown. Contractor shall execute the Work while roads are in operation except for the periods of permitted shutdown. For shutdown periods, Contractor shall prepare and submit a detailed plan that includes shutdown schedule, planned sequence of work, milestones and projected times of completions of activities, any anticipated problems, Contractor's supervisory personnel, actions desired of City and staff, and contingency plans. Contractor shall allow sufficient time for review and re-submittal of the shutdown plan until acceptable to City. Contractor shall employ sufficient labor, superintendence, and equipment on a 24-hour, 7 days a week basis during shutdown and other operational disruptions to complete Work within the specified periods at no additional cost to the City. Once initiated, Work may proceed on extra shift or around-the-clock basis as necessary. When required to minimize treatment process interruptions while complying with specified sequencing constraints, Contractor shall provide power, lighting, controls, instrumentation, and safety devices.

E. **$5,000** for each occurrence of a violation of Document 00800, Section 1.7 **WORK DAYS AND HOURS**.

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

A. Coordinate with City and any City forces, or other contractors and forces, as required by Document 00700 (General Conditions) and this document. City's facility will be accessible and useable at all times.

B. Employ a full time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

C. The existing facilities must be kept closed to the public for the duration of the project. Contractor is to secure the site from public access at all times. This may require the use of a security guard, signage, perimeter fencing and other measures. All payment for site security shall be included in Bid.

D. Contractor shall not shut down or disconnect any part of the existing utility system without express permission of the Engineer and the owner of the utility. Contractor shall give such notice of approved utility shutdowns as may be required by the Engineer and the owner of the utility.

1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.

B. Hazardous substance compliance: Provide City with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.

C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
E. Protection: Protect all finished surfaces.
F. Asbestos Removal: If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.

Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of City that it has successfully completed at least three asbestos removal projects, that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.

Asbestos Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to City before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.

G. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefore.

1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Allow City to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
B. Possession, use of Work, and placement and installation of equipment by City shall not in any way evidence the completion of the Work or any part of it.
C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City occupancy.
D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services in condition to be put in operation at the time of occupancy.
   1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
   2. Make, and City shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
   3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
   4. City shall pay for utility cost arising out of occupancy by City during construction.
E. Use and occupancy by City prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City.
F. Prior to date of Final Acceptance of the Work by City, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).
G. Use by City of Work or part thereof as contemplated by this Document 00800 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of any of the conditions thereof.
H. City may specify in the Contract Documents that portions of the Work, including electrical systems or separate structures, shall be substantially completed on dates described in preceding paragraphs of this Document 00800, if any, prior to substantial completion of all of the Work. Notify City in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City to issue a Certificate of Substantial Completion for that part of the Work.

1.11 CONTRACTOR USE OF PREMISES

A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.

B. Do not unreasonably encumber Project Site with materials or equipment.
C. Assume full responsibility for protection and safekeeping of products stored on premises.
D. Move any stored products that interfere with operations of City or other contractor.
E. Parking, storage, staging, trailer and work areas shall be coordinated and approved by the City and comply with all other Contract documents requirements. Contractor's use of the premises for trailer, storage and parking is limited to areas the City will allow.

1.12 LINES AND GRADES

A. All Work shall be done to existing lines, grades, and elevations.
B. The Contractor is to provide all surveying for the project. The City will not be providing any points for horizontal or vertical controls. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work and paid for in various items of work.
C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish, at its cost, competent persons and such tools, stakes, and other materials as City (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.
D. Contractor shall keep City informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by City may be done with minimum inconvenience to City and minimum delay to Contractor.
E. Contractor shall remove and reconstruct Work that is improperly located.

1.13 PROTECTION OF EXISTING PROPERTY, STRUCTURES AND UTILITIES

A. The Drawings may indicate existing above-grade and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, water, phone and data cable and other similar items and utilities that are known to City.
B. Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
C. Additional utilities whose locations are unknown to City are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City for disposition.
D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).
E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).
F. Contractor shall carry out construction activities in a manner that does not disrupt privacy, access to private property, or traffic, except as allowed by permit.

1.14 DAMAGE TO EXISTING PROPERTY

A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, City.
B. Contractor shall be responsible for protection of the fountain surfaces. Contractor shall be responsible for the restoration of any surfaces damaged during the construction. The surface must be restored using the same materials that are currently existing.
C. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
D. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15 DUST CONTROL

A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:

1. All construction locations with active excavation shall be watered at least twice daily or more often as necessary.
2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
4. Sweep daily or more often as necessary, with water sweepers all paved access roads, parking areas, and staging areas at construction sites during project.
5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
6. Limit the speed of all construction vehicles to 5 miles per hour while on the Site.

B. Buildings, swimming pools, or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.16 PARKING

Contractor shall provide and maintain suitable parking areas within the construction area for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, City's operations, or any construction activities.

1.17 LAYDOWN/STAGING AREA

Contractor shall utilize the area approved by the City for storage of all construction materials. This area shall be fenced and locked by Contractor for security purposes. Contractor is not authorized to park equipment overnight or stockpile on the street. Contractor may park equipment and stockpile at locations to be approved by the Engineer.

1.18 PERMITS

Applicable permits: Permits, agreements, or written authorizations that are known by the City to apply to this project are listed below:

City of Cupertino encroachment permit – will be issued at no cost to Contractor

1.19 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If multiple Site visits are required to review punch list items, due to incompleteness of the Work by Contractor, Contractor may be required to reimburse City for these visits.

1.20 ACTUAL DAMAGES FOR VIOLATIONS

A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00700 (General Conditions) and Document 00520 (Contract), City may incur actual damages resulting from loss of use of any permit described in this Document, or from use in violation of legal or regulatory requirements where the violations result from Contractor's activities. Violations or threatened violations may subject the City to fines and/or other costs or civil liabilities.

B. Contractor shall be liable for and shall pay City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.

C. The amount of liquidated damages provided in Document 00520 (Contract) is not intended to include, nor does the amount include, any damages incurred by City for reasons other those listed in that paragraph. Any money due or to become due to Contractor may be retained by City to cover both the liquidated and

the actual damages described above and, should such money not be sufficient to cover such damages, City shall have the right to recover the balance from Contractor or its sureties.

1.21 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work, which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

1.22 CONSTRUCTION SITE ACCESS

Contractor shall, at all times, limit access to the Site to necessary personnel only. Access for construction personnel shall be limited to the hours identified in Section 1.7 **WORK DAYS AND HOURS**. Contractor is to secure the site from public access at all times. All payment for site security shall be included in Bid .

1.23 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to City or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except City's employees) to observe the same regulations Contractor requires of its employees.

1.24 WEATHER DELAY

The contract time may be adjusted for weather delays based on an adverse weather condition as approved by the Engineer.

1.25 PROJECT RECORD DOCUMENTS

Contractor shall prepare Record Drawings and Specification in accordance with Document 00700, recording and tracking changes in a timely manner. Contractor shall make copies of the annotated Project Record Drawings and Specifications available to City and the Engineer of Record at intervals convenient to the Engineer of Record, who will be responsible for the preparation of the Final Record Drawings and Specifications.

1.26 CITY SUPPLIED MATERIALS

See Technical Specifications

1.26 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization" of the Standard Specifications.

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE (N/A)

2.2 PRODUCTS PROVIDED BY CONTRACTOR

See Technical Specifications

2.3 CITY-FURNISHED PRODUCTS

A. See Technical Specifications
B. City's Responsibilities:
   1. Arrange for and deliver City-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
   2. Arrange and pay for delivery to site.
   3. On delivery, inspect City and Contractor provided products jointly with Contractor.
   4. Submit claims for transportation damage and replace damaged, defective, or deficient items.

5. Arrange for manufacturers' warranties, inspections, and service.

C. Contractor's Responsibilities:
   1. Review City-reviewed Shop Drawings, Product Data, and Samples.
   2. Receive and unload City and Contractor provided products at site; inspect for completeness or damage jointly with City.
   3. Handle, store, install, and finish products.
   4. Repair or replace items damaged after receipt.
   5. Install into Project per Contract Documents.

PART 3 EXECUTION – NOT USED

END OF DOCUMENT

SECTION 00820

TRAFFIC CONTROL REQUIREMENTS

The Contractor shall submit traffic control plans to the Engineer for approval five (5) working days prior to the pre-construction meeting. Traffic control plans shall conform to the requirements in item number 24 below. All cost and expense for traffic control shall be included in the bid prices for various bid items and no special compensation shall be allowed.

1. The Contractor shall conduct operations and schedule cleanup so as to cause the least possible obstruction and inconvenience to traffic, pedestrians, cyclists and adjacent property owners. All work areas shall be swept clean at the end of each day's work and at other times when directed by the Engineer. A mobile street sweeper shall be used wherever practical and dust shall be suppressed to the satisfaction of the Engineer.

2. The Contractor shall protect open excavations, trenches, and such during construction with fences, covers, and railings as required, together with signs, lights, and other warning devices sufficient to maintain safe pedestrian, bicycle and vehicular traffic to the satisfaction of the Engineer.

3. Damage done by the Contractor during the course of the work to adjacent City, public or private property shall be repaired in kind, or as directed by the Engineer, at the Contractor's expense. This includes the repair of traffic loop detectors, striping, signing, curb markings, etc. Loop detectors must be repaired within one week of the damage.

4. The Contractor shall remove all forms, debris, and undesirable material from the job site at the end of each work day. After each site has been completed, the Contractor shall restore planting areas and other areas abutting the work to the condition existing at the start of work.

5. The work of restoration, including loop detectors, striping and signing, and cleanup, at each location, shall be diligently pursued to completion and at no location shall the work be left partially completed for more than seven working days. Unless authorized by the Engineer, all construction and restoration including loop detectors, striping, signing, curb markings, etc. shall be completed within 15 working days from start of work at any specific location, except loop detectors which must be repaired within seven days.

6. No stockpiling of materials or parking of equipment during non-working hours will be allowed on City property, i.e., streets, alleys, parking lots, sidewalks, etc.

7. The Contractor's employees are subject to all parking regulations in effect in the City of Cupertino.

8. The Engineer shall have the right to limit the amount of asphalt digouts which may be opened or partly opened at any time. No more than 300 feet of asphalt digouts shall be left open at any one time.

9. All open trench and excavations must be backfilled and paved with temporary asphalt concrete or non-skid steel plated at the end of each work day. The Contractor shall place 18 inches cold cutback around the edges of steel plates to eliminate the vertical edges.

10. The Contractor shall not remove the barricades in the street at any given location until the asphalt concrete patching adjacent to the gutter or the overlay has been done and a hazard to bicycles, pedestrians and motorists no longer exists.

11. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

12. The Contractor shall place barricades 50 feet on center at the gutter joints and provide one working flasher for each barricade and shall insure that each flasher is maintained in working condition while in use. The Contractor shall not remove the barricades in the street at any given location until the asphalt concrete patching adjacent to the gutter and/or gutter overlay has been done and the hazard to bicyclists and motorists no longer exist.

13. Contractor shall maintain access to all driveways except when actually doing construction within the driveway boundaries, at which time partial access will be maintained unless alternate arrangements can be made with the property owners or tenants in advance. If the driveway to any garage or parking area is to be closed for construction work, prior written approval must be obtained from the property owners and the Engineer. Notice shall be posted by the Contractor 72 hours in advance stating the approximate time the driveway will be closed and reopened.

14. City of Cupertino Truck Routes for all hauling shall be used, as described in Section 10 of the Special Provisions.

15. Contractor shall obtain a Transportation permit from the Public Works Department for any vehicle which exceeds weight or dimensions prescribed in the California Vehicle Code.

16. The Contractor shall provide a certified professional traffic control crew that is independent from the construction activity. This traffic control crew shall be responsible to the Contractor for implementing the traffic control measures detailed in this Contract. The crew is subject to the approval of the Engineer.

17. The Contractor shall supply, place, and maintain all necessary traffic control devices during construction in accordance with the applicable requirements of the City of Cupertino, the California Manual of Uniform Traffic Control Devices, and the traffic control plans approved by the City.

18. All traffic control devices shall conform to Section 12 of the Caltrans Standard Specifications. They are to be in good condition and sufficiently clean so as to be easily visible to traffic. All signs shall be placed in positions where they convey their message most effectively or as shown on the approved traffic control plan.

19. Type II and III barricades with working flashers shall be used. At least one working flashing light must be installed on each barricade for night work. Flashing lights must be maintained in

good working order throughout the duration of the work. Crosswalk closing barricades shall be Type II with a 6" orange border at the base.

20. Signs to be used for traffic control shall conform to the requirements of the California Manual of Uniform Traffic Control Devices. Signs that are attached to existing poles shall not cause any damage to the poles when they are attached or removed. All of the hardware that is used when attaching signs to existing poles shall be completely removed from the poles when the signs are removed. If a construction sign is required in an area where it cannot be attached to an existing pole, it shall be attached to a 4" x 4" wooden pole. The distance from the ground surface to the bottom of the sign shall be seven (7) feet.

21. A flag-type high level warning device with three or more flags shall be used for each direction of traffic affected, generally placed within the taper area.

22. Flashing arrow boards shall be Type A or Type II as described in Section 6F.56 of the California Manual of Uniform Traffic Control Devices. Flashing arrow boards are required for lane shifts and reductions and may be required for nighttime work.

23. Dated "No Parking Tow Away" signs shall be posted a minimum of 48 hours in advance of all work requiring that cars not be parked on the street. Date and time of work shall be written on signs in two-inch-high letters with a ¼-inch felt black marker. Signs shall be posted 50 feet on center and removed immediately after the work is completed. The Contractor must notify Cupertino Code Enforcement Officers at (408) 777-3354 with locations of posting to verify forty eight (48) hour notice.

24. Traffic Control Plans. A traffic control plan consistent with the following generally applicable conditions must be approved by the Public Works Department prior to the pre-construction meeting. The Contractor shall supply, place, and maintain all necessary traffic control devices in accordance with the California Manual of Uniform Traffic Control Devices and the following conditions:

- Traffic control plans will include a schedule of construction showing each phase of work and the anticipated method of handling traffic for each phase. Traffic control plans will include a scaled drawing of the street, lane configuration, parking, sidewalk, work area, and the location of signs and cones, etc., to warn, direct, and guide the traffic. For all major intersections, the traffic control plan shall reflect actual (not typical) intersection layout and indicate islands, medians, lane lines, bike lanes, nearby driveways, and note all pavement and lane widths.

- In general, Contractor shall maintain all vehicular, pedestrian, and bike movements. No total closure of any arterial or collector street will be permitted. City may allow closure of local residential streets but Contractor shall always maintain local and emergency access.

- The Contractor shall maintain one lane of traffic in each direction at all times on all streets. The clear width of the lane shall be a minimum of 10 feet.

- A minimum four feet clear sidewalk shall be maintained unless the work makes closure unavoidable, in which case the sidewalk may be closed while working, subject to the approval of the Engineer. However, an alternate pedestrian facility must be provided for the duration of the closure. At intersections, work will be permitted at one corner at a time so pedestrian movements can be maintained through the intersection.

25. Work shall not restrict visibility of any traffic control device.

26. No work will be permitted within 1500 feet of school grounds until after 8:30 a.m. on school days. Other special restrictions may be required at heavily used school crossings or school commute routes beyond 1500 feet from the school grounds as deemed necessary for student safety by the Engineer.

27. No closure of lanes on arterial and collector streets will be permitted between the hours of 7 and 9 a.m. and 3:30 and 7 p. m.

28. If work will impact transit stops or transit routes, Contractor shall be required to contact Santa Clara Valley Transportation Authority or other affected transit companies to address relocation of facilities or rerouting of buses prior to submitting traffic control plan. Traffic control plan should indicate what actions are being taken with regard to transit services.

29. Any work within 150 feet of any signalized intersection should be coordinated with the Traffic Signal Technician at (408) 777-1366.

30. All signs and other warning devices shall be provided by the Contractor and shall become his property after completion of the Contract. The cost of providing, installing and maintaining signs, lights, caution tape, delineators, flares, barricades and other facilities as directed by the Engineer for the convenience and direction of public traffic shall be included in the prices paid for the various items of work involved in the project.

31. The above requirements are a minimum and do not limit the Contractor's responsibility of doing all that is practical and necessary to ensure the safety of workers, pedestrians, bicyclists, and motorists. The Contractor shall conform to the above traffic control requirements which are generally applicable to most common situations. Based on the nature of a job, additional conditions or exceptions to the above conditions may be necessary.

DOCUMENT 00821

INSURANCE

A. At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to City satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be coverage of less than $2,000,000 each occurrence, $4,000,000 general aggregate limit. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than $1,000,000 each person Bodily Injury, $1,000,000 each occurrence Bodily Injury, and $1,000,000 each occurrence Property Damage.
3. All-Risk Course of Construction Insurance **N/A** for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws, water damage, flood, and damage caused by frost and freezing, in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed $25,000. Each loss shall be borne by Contractor.
4. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount, $1,000,000 each occurrence.

B. All policies of insurance shall be placed with insurers acceptable to City. The insurance underwriter(s) must have an A. M. Best Company rating of A, 7 or better or otherwise acceptable to the City. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City, warrant such increase. Contractor shall increase required insurance amounts upon direction by City.

C. Required Endorsements: The policies required under paragraphs A.1, A.2 and A.3 of this Document shall be endorsed as follows:

1. Name the City of Cupertino, a Municipal Corporation of the State of California, its City Council, and their employees, representatives, consultants (including without limitation Consulting Engineer), and agents, and Engineers, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs A.1, A.2 and A.3 of this Document 00821.(Endorsement of Aggregate Limits of Insurance Per Project)
3. Insurance shall be primary and no other insurance or self-insured retention carried or held by City shall be called upon to contribute to a loss covered by insurance for the named insured.
4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against City and all additional insureds, as well as other insurance carriers for the Work.

D. Certificates of insurance and endorsements shall be on forms provided in Document 00530, (Insurance Forms) have clearly typed thereon City Project Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to City (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Contract), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents, the following insurance in amounts not less than the amounts specified. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause,

Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon City's request, Contractor shall submit to City, within 30 Days, copies of the actual insurance policies or renewals or replacements.

E. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

F. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from City under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from City, City may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If City is compelled to pay compensation, City may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse City.

G. Nothing in this Document 00821 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

H. Except that Subcontractors need to obtain coverage of not less than $2,000,000 each occurrence, $4,000,000 general aggregate limit of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to City within ten Days of City's request.

I. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

1. Each Professional shall maintain the following insurance at its sole cost and expense:

   a. Provided such insurance is customarily required by City when professionals engaged in the profession practiced by Professional directly contract with City, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than $1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.

   b. All insurance required by paragraphs A.1, A.2 and A.4 of this Document 00821. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Document 00821 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

   J. If required by City, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to City.

END OF DOCUMENT

DOCUMENT 00850

TECHNICAL SPECIFICATIONS

1. TRAFFIC CONTROL (Bid Item Number 1)

   a. Item Requirement

   Contractor shall furnish all necessary supervision, labor, materials, construction tools and equipment, supplies to complete traffic control at each location during the times immediately prior, during and after work.

   b. Scope

   Construction area signs shall be furnished, installed, and removed when no longer required. The Contractor's attention is directed to Section 7-1.08, "Public Convenience", Section 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the Caltrans Standard Specifications and Section 00820 Traffic Control Requirements of these specifications.

   All traffic control devices shall conform to the latest "Manual of Traffic Control for Construction and Maintenance Work Zones" issued by Caltrans.

   (a) Advance construction warning signs shall be placed on all streets leading into the construction area before any construction is started.

   (b) Speed limit advisories may be placed along the main traffic lanes.

   (c) When detours or changes in traffic lanes are required, directional signs shall be placed at each end and along the roads.

   (d) Warning signs, caution signs, and end construction signs, shall be placed at each end of the work and along the route when conditions warrant their use.

   The Contractor shall submit a detailed traffic control plan for all work that requires lane closures at least 5 days prior to the lane closure. No lane closure will be allowed without prior approved traffic control plan specific to that location.

   The Contractor is responsible for proper placement and maintenance of all signs and barricades. Any additional signs, barricades, lights, etc., that may be required by the Engineer to ensure public safety shall be installed and maintained by the Contractor.

   Note: Traffic Controls – Qualified Individual: Traffic controls through the construction zone shall be designed and maintained by a designated individual qualified in this responsibility. **The Contractor shall submit the traffic control plan and have an approved traffic control plan prior to commencing work. Traffic control shall be planned for each individual lane closure with detail layouts of all signage locations. For all other locations, Contractor shall provide traffic control plan indicating each specific street(s) to be worked on a daily basis and warning signage to be placed on adjacent streets for warn public of work areas.**

If required in the traffic control plan, and always during one way traffic control, flagmen will be required to direct traffic during construction. The number and location of flagmen shall be sufficient to allow safe control and passage of traffic through the work zone. During the paving of intersections, two flagmen shall be posted at each intersection for the entire time between tack coat and finish rolling.

If a cross street needs to be temporarily closed when work is in progress through the intersection and the anticipated delay is more than five minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing shall be reviewed by the Traffic Engineer.

Contractor shall supply **two (2)** programmable message boards per arterial / collector street a minimum of one week in advance of any work at designated locations as advanced information signs. The message shall be pre-approved by the Engineer prior to programming.

The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the work during construction. Such signs are shown in or referred to in the current MANUAL OF TRAFFIC CONTROLS – Warning signs, Lights and Devices for Use in Performance of Work Upon Highways, published by the State of California, Department of Transportation, hereinafter referred to as MANUAL OF TRAFFIC CONTROLS.

Restrictions on Closure of Traffic Lanes

The streets shall be open for use by public traffic on Saturday, Sunday, and any day designated by the City as a legal holiday; before 8 a.m. and after 5 p.m., Monday thru Friday, or any day preceding a designated legal holiday; and when construction operations are not actively in progress on working days. During daily construction operations, there may be certain peak traffic hours that would require the Contractor to alter the construction schedule in order to minimize the impact of the work on the public's convenience.

The following provisions shall apply on the listed street segments:

Street	**Special Traffic Control Provision**
Arterials:	Lane closures are limited to one lane at a time . The roadway shall be open for two-way traffic at all times.
Other Collectors: Stelling Rd, Wolfe Rd, McClellan Rd	On four lane streets, one lane in each direction shall be maintained at all times. On two lane streets, flagmen shall be used to maintain traffic flow.
Streets Near Schools: See Attachment A	Work will be limited to days when school is out of session, Spring Break April 11, 2016 – April 15, 2016 Summer Bread June 9, 2016 – August 12, 2016
Residential:	Traffic may be limited to only local traffic during the period between 8 a.m. and 5 p.m. Hauling of equipment and materials is prohibited with 500' of any school between the hours of 7:00 AM and 9:30 AM and 2:00 PM and 4:00 PM. Contractor is responsible for identifying locations of schools and planning haul route accordingly.

Refer to "Attachment A" – Work Hour Restrictions for working hour requirements for each street or street category.

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, Public Safety," and 12, "Construction Area Traffic Control Devices," of the State Standards and to the Section entitled "Public Safety" and flagging for traffic control systems elsewhere in these technical specifications. Nothing in these technical specifications shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

A minimum of two (2) message boards shall be used at each work area located on a Collector of Arterial Street. The message shall be pre-approved by the Engineer prior to programming

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control for Lane Closure."

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

The Contractor shall notify local authorities of his intent to begin work at least 7 calendar days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by Engineer.

In order to minimize the impact on local merchants, and residents, driveways shall not be blocked for any long periods of time. The Contractor shall maintain access to all driveways before and after road material is placed. The Contractor shall limit the time between the prep time placing and curing time of the asphalt material and cleanup so that vehicles may return the roadway to use.

The full width of the traveled way shall be open for use by public traffic on weekends, designated legal holidays, and when construction operations are not actively in progress.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinions of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change orders.

A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, “Construction Area Traffic Control Devices,” of the State Standards, the provisions under “Maintaining Traffic” elsewhere in these technical specifications.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, “Public Safety,” of the State Standards.

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

Lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along the traveled way, shall be removed from the traveled way, shoulder and auxiliary lanes.

c. Measurement & Payment

The contract lump sum price paid for Traffic Control shall include full compensation for furnishing all labor including flagging costs, materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system and preparing required traffic control plans, as specified in the State Standards and these technical specifications, and as directed by the Engineer.

2. HOT MIX ASPHALT TYPE A(Bid Item Numbers 2- 4)

a. Item Requirement

Work to be performed under this Section covers all labor, materials, tools, equipment, transportation, and incidentals necessary to construct HMA including leveling, overlay, pavement replacement, transitions and digouts.

All such work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans) dated 2010; these Technical Specifications; and the plans and typical sections.

b. Scope

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

Mix Types

Generally, the hot mix asphalt to be used will be as follows unless modified by the Engineer:

Base Courses: 3/4 inch, Type A HMA, for base courses greater than 2-1/2 inches (0.20 feet or 65 mm).

1/2 inch Type A HMA for base courses of 2-1/2 inches (0.20 feet or 65 mm) or less.

Leveling Courses: No. 4 , Type A HMA for leveling courses of 1 inch (0.06 feet or 19 mm) or less.3/8 inch Type A HMA, for leveling courses greater than 1 inch (0.06 feet or 19 mm)-

Surface Courses: 1/2 inch, Type A HMA, for surface courses of 2-1/2 inches (0.20 feet or 65 mm) or less on residential minor collectors; surface courses less than 2 inches (0.17 feet or 50 mm) on collectors and arterials; and on all alleyways and parking lots.

3/4 inch Type A HMA for surface courses greater than 2 inches (0.17 feet or 50 mm) on collectors and arterials. At the Contractors option, ½- inch Type A HMA may be used for these courses.

Binder Type

The asphalt grade shall be PG 64-16 and shall conform to Subsection 92of the Standard Specifications.

Tack Coat

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

Contractor-Supplied Job Mix Formula (JMF)

The contractor will be required to furnish the Engineer with a JMF for each type of asphalt concrete to be used on the project. The JMF shall include a list of material sources and a Certificate of Compliance signed by the material supplier or his representative indicating that the materials to be incorporated in the work fulfill the requirements of these specifications. This submission will be provided fifteen calendar days or ten working days prior to the start of work. If requested, the contractor will also provide aggregate and binder samples or a plant produced mix sample for mix design verification. The mix designs shall be prepared by laboratories and personnel with current Caltrans or AASHTO certification.

The asphalt concrete mixtures shall conform to all of the provisions of the revised Section 39 of the Standard Specifications and to the following requirements:

For arterial and collector streets the asphalt concrete air void content shall be between 4% minimum and 5% maximum and the S-value shall be 37 or greater.

For residential streets and collectors the asphalt concrete air void content shall be between 3% minimum and 4.0% maximum and the S-value shall be 35 or greater.

As a minimum, the mix design shall indicate the percentage passing for each specified sieve, the percent of asphalt, the laboratory compacted unit weight, the theoretical unit weight (Rice Gravity), and the stability of the mix to be used for each asphalt concrete mixture to be incorporated on the project. The mix design, with allowable tolerance for a single test, shall be used for job control.

Delivery Tickets

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

CONSTRUCTION

Surface Preparation

The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing surface mounted concrete centerline dividers where applicable, removing thermoplastic traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Specifications, and as directed by the Engineer.

Prime Coat

No prime coat is required.

Tack Coat

Tack coat shall be applied to all existing asphalt concrete or Portland cement concrete surface to be paved over. The tack coat shall conform to the requirements in Section 39 of the Standard Specifications.

All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and asphalt concrete edges.

Cold Joints

All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three hours prior. All cold joints shall be tack coated.

Leveling, Transitions, and Asphalt Concrete Fills

A leveling course of variable thickness shall be placed and compacted prior to placing the surface course at locations where directed by the Engineer. The leveling course will be used to correct pavement irregularities such as rutting, variable cross slope, or variable longitudinal slope. Where two overlays of different thickness abut at a longitudinal joint, the Contractor shall add to the thinner section to match the thicker lift and provide a smooth transition and uniform cross-fall. Cold planing ridges or other rises in the pavement surface may be required by the Engineer. The Engineer will determine the exact limits and thickness of the leveling courses, asphalt concrete fills, and transitions.

Layout

The contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least 24 hours prior to paving. The layout shall be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be hotlapped immediately after the shoulder paving.

For paving which incorporates new quarterpoints or gradebreaks due to keycuts or other conditions, the contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve inches of the actual quarterpoint or gradebreak.

The contractor shall take sufficient measurements during laydown to assure that the full design asphalt concrete layer depth is provided at each quarterpoint, gradebreak, and transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work will include milling out the new asphalt concrete from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area shall be fifty feet.

Asphalt Depth

Asphalt thicknesses for arterial dig outs are 9 inches, collector dig outs are 6 inches, residential dig outs are 4 inches, cold planed fills are 4 inches, residential overlays are 2 inches, residential leveling (followed by an overlay) are ½ inch and residential leveling (not followed by an overlay) are 1 inch.

Asphalt Dig Out – Safety

Final lift shall be in place within 72 hours of removing asphalt dig outs. Once the pavement is removed in asphalt removal and replacement areas, the Contractor shall diligently prosecute the work so that the deep lift is in place within the same working day. At no time shall there be a drop off greater than 0.1' (one-tenth of a foot) in the pavement overnight. No unnecessary delays shall be tolerated. By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of three hundred dollars ($300) per calendar day, for each excavated area that remains incomplete beyond the two calendar (2) day limit. Day one starts upon the initial removal. All liquidated damages in this Contract are cumulative.

Tolerances

The finished asphalt concrete surface shall be flush with, to 1/4 inch (0.20 feet or 6 mm) above, the gutter lips. The finished pavement surface shall not be lower than the gutter lips. The completed paving shall meet the following thickness tolerances:
Digouts: +/- 0.04 feet (12.5 mm)
Leveling Courses: Average Depth +/- 0.02 feet (6 mm)
Surface Courses: Minimum Depth: 0.12 feet (50 mm), /Average Depth shall equal design depth. (Contractor shall be within 5% of computed tonnage using the product of the measured area, design depth and average compacted unit weight in place.

Rolling and Compaction
Compaction of all surface courses 0.15 feet (1=3/4 inches) and digouts shall comply with the Standard Process density requirements
For leveling courses under, breakdown rolling shall consist of a single pass of a 8 ton minimum steel wheel roller, three coverages with a pneumatic roller followed by a finishing coverage with a steel wheel roller. Pneumatic rollers shall weigh between 8 and 12 tons.

In lieu of the core testing indicated in the revised specifications referenced above, the following shall apply: The compaction shall be computed for each lot, with a maximum lot size of 500 tons. Each street segment of less than 500 tons shall be its own unique lot. Core density/nuclear gauge shall be done per CTM 375, 'Determining the In-Place Density and Relative Compaction of Asphalt Concrete Pavement'. The average asphalt concrete density of each lot shall be between 92.5% and 96.0% of Maximum Theoretical Density. Individual test sites shall be between 91.0% and 97.0% of Maximum Theoretical Density. Core/nuclear densities shall be taken at a rate of no fewer than one core per 50 tons of mix. If compaction fails by nuclear methods, then core density/nuclear gauge correlation and/or core densities shall be used to establish compaction.

When core density is used to determine compaction, cores that fall between 91.0% and 97.0% of Maximum Theoretical Density shall be paid for by the owner. Failing cores shall be paid for by the Contractor. If the core density testing produces both passing and failing cores, the cost will be prorated between the owner and Contractor.

Compaction failing to meet the above criteria shall be subject to the payment reductions indicated in Section 39-2.03, "Reduced Payment Factors for percent of Maximum Theoretical Density and the payment shall apply to each 500 ton lot: The deductions shall be based on the average of the lot and/or reductions for individual test locations.

c. Measurement & Payment

Payment for each bid item shall be by the ton and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals; and for doing all of the work involved in constructing asphalt concrete pavement, tack coat, complete as detailed and as specified in these Technical Specifications.

3. PAVEMENT FABRIC / PAVEMENT MAT (Bid Item Number 5)

a. Item Requirement

The work shall consist of providing and installing pavement fabric or pavement mat prior to final paving course. All such work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans) dated 2010; these Technical Specifications; and the plans and typical sections

b. Scope

<u>MATERIALS</u>

<u>Pavement Fabrics</u>

Pavement fabrics approved for use are: Amoco 4598, Trevira 011/200, Mirafi Mirapave 500, Linq AOH, or equivalent as approved by the Engineer.

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications. Tack coat for Pavement Fabrics shall be either PG64-10 or PG 70-10.

CONSTRUCTION

Preparation

The Contractor shall prepare the asphalt concrete surface by removing all extraneous materials including dirt, clay, soil, vegetation, weeds, and loose aggregate.

The surface shall be dry prior to, during, and after installation of tack coat and fabric. Wet fabric shall be dried prior to placement of asphalt concrete.

Cracks greater than 3/32 inch shall be cleaned, including all weed growth, to a minimum depth of 1/2 inch prior to filling. All cracks between 3/32 inch and 1/2 inch shall be filled with commercial crack filler. All cracks between 1/2 inch and one inch shall be filled with sand and SS1h emulsion. All cracks greater than one inch shall be filled with Sheet Mix asphalt concrete.

All alligator cracked areas shall be skin-patched with Sheet Mix of 3/8 inch asphalt concrete. A leveling course of 3/8 inch or 1/2 inch asphalt concrete may be placed in lieu of crack filling and skin patching with the approval of the Engineer.

Tack Coat

Tack coat shall be between 300 and 375 degrees Fahrenheit when applied, and will be applied at a rate of 0.25 to 0.30 gallons per square yard as directed by the Engineer. Tack coat spills or drools from the spray truck shall be heated and removed. Excess tack coat shall be covered with No. 30 sand.

Tack coat shall be allowed to cool to 200 degrees Fahrenheit or less prior to the placement of fabric.

The tack coat for cold planed areas shall be double that of the existing pavement or leveling courses. The cold planed areas shall be tack coated first and then recoated when the entire pavement is tack coated.

Fabric Installation

Fabric laps shall be two minimum to four inches maximum. The fabric shall be installed a maximum of 12 inches from the curb or gutter lip. The Contractor shall either provide a combination of roll widths to meet this requirement or shall hand trim the fabric during installation.

In Cul de Sacs, the fabric shall be hand laid in the bulbs parallel to the centerline and trimmed to be no more than 12 inches from the gutter lip. For hand laid areas, the fabric shall be completed hand broomed to seat the fabric. If the fabric is not completely seated, the fabric shall be rolled with a pneumatic roller prior to paving. On returns at cross streets, the fabric shall be laid in the full return and trimmed such that it is withing 12 inches of the curb and laps do not exceed 4 inches.

Where the fabric is placed over new pavement which extends the full width of the pavement, it shall lap over new asphalt concrete a minimum of twelve inches. This does not apply to digouts.

If the pavement configuration requires that the fabric be laid manually, the fabric shall be placed in increments of thirty feet or less.

Pavement fabric shall be placed with a minimum of wrinkles. If the gather wrinkle is 1/2 inch or more, cut the wrinkle and apply additional tack coat and sand blotter if necessary. The presence of more than a few wrinkles shall be cause for rejecting the fabric installation. Rejected areas of fabric shall be relaid and seated with a pneumatic roller without additional tack coat.

Installed fabric is to be protected from damage by trucks, the paving machine, and other construction equipment.

Small quantities of sand or asphalt concrete may be spread to protect the fabric during installation.

Payment shall be measured per square yard and as marked in the field by the Engineer. The fabric quantity shall be measured only the fabric covered area not including overlaps. Roll counts shall not be a basis of payment.

The contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Technical Specifications, and typical sections. No additional compensation will be allowed therefore.

4. ASPHALT REMOVAL – DIG OUT (Bid Item Numbers 6-7)

a. Item Requirement

Contractor shall furnish all necessary supervision, labor, materials, construction tools and equipment, supplies to complete asphalt removal and proper disposal, at bid item depths, at each location marked by the Engineer.

b. Scope

Areas designated by the Engineer shall be removed by asphalt milling to a depth of 4 inches (Bid Item No. 7); 6 inches (Bid Item No. 8) and 9 inches (Bid Item No. 9) at identified streets at locations marked by the Engineer.

Failed pavement to be removed is to be ground with an asphalt grinder to the limits marked and to the depth required of the area removed.

The Contractor shall make all arrangements for disposal of excavated materials. Excavated materials will contain asphalt concrete and may contain paving fabric. The Contractor shall lawfully dispose of the removed material off the project limits. All grinding materials, where practical, are to be loaded directly in to trucks, stockpiling of materials onsite for any time length is not allowed. Disposal shall be the responsibility of

the Contractor and is considered incidental to this bid item. The location of the disposal site must be approved by the Engineer.

The material remaining in place, after removing surfacing and in some circumstances, base to the required depth, shall be graded to a plane, watered, and compacted to 95 percent relative compaction. After compaction and prior to the placing of asphalt concrete, the vertical edges of the existing pavement shall receive a tack coat. Tack coat shall be SS-1 type using penetration grade 100-200 liquid asphalt base applied at the rate of 0.10 gallons per square yard, unless otherwise directed by the Engineer. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Unsuitable Material - In the event that the underlying subbase material is unsuitable, it shall be excavated below the depth required above and disposed of. The limits of removal shall be designated by the Engineer and shall be in one-inch increments. Compensation shall be at a per inch price based on the bid for a 6 inch deep asphalt digout divided by 6 for each additional inch of depth.

Unsuitable material is defined as material the Engineer determines to be:

a. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
b. Too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
c. Otherwise unsuitable for the planned use.

Locations of asphalt to be removed have been field marked. Any existing improvements damaged by the Contractor's asphalt digout operation shall be replaced at the Contractor's sole expense.

c. Measurement & Payment

Measurement and Payment: "Asphalt Removal – Digout 4", 6" , & 9" shall be measured by the square yard and as marked in the field by the Engineer. No payment shall be made for materials removed outside of the limits marked by the Engineer. The contract unit prices paid for "Asphalt Removal – Digout 4", 6" 9" & 14"shall include full compensation for furnishing all labor, material, equipment, tools, sweeping, and all other incidentals necessary to perform the full scope of work as described above, for removal, legal disposal or as specified herein and as directed by the Engineer including temporary striping and delineation, tack coats and paint binders.

5. ASPHALT KEYCUT (Bid Item Number 8-10)

a. Item Requirement

Contractor shall furnish all necessary supervision, labor, materials, construction tools and equipment to complete asphalt removal and proper disposal at locations specified by the Engineer.

b. Scope

Asphalt shall be keycut prior to AC overlay. Keycut type A shall consist of longitudinal wedge cut of 0.17' by 6' (minimum). Keycut type B shall consist of a traverse wedge cut of .17' by 12 feet (minimum). Keycut type C shall consist of a traverse wedge cut of .21' by 15 feet (Minimum) along each side of existing speed bumps to retain existing elevations at approach to bump and top of bump. The locations to key cut include, but are not limited to, any which abut any permanent structures such as curbs, concrete curbs, sidewalks, driveways, concrete slabs, speed bumps and catch basins. All other utilities such as manholes and water valves shall be raised. Grinding shall be in conformance with Section 42-2 of the Standard Specifications. Any sections of asphalt that becomes loose after keycutting shall be removed and disposed of by the Contractor at the Contractor's expense.

Conform grinding will be necessary at the beginning and ending of each street section such that the final asphalt surface provides a smooth transition to the adjacent existing surface. Conform grinding shall be fifteen feet (15') wide.

Pavement key cut shall not be allowed more than 48 hours prior to schedule overlay operations without written authorization from the Engineer.

Cold milling/wedge cutting machines shall be operated so as not to produce fumes or smoke. They shall be capable of planning/milling/wedge cutting the pavement without requiring the use of a heating device to soften the pavement during, or prior to, the cutting operation.

The Contractor shall be responsible for maintaining all wedge cuts, using cutback or other methods to prevent tire and suspension damage to vehicles and to prevent hazards to bicyclists and pedestrians.

Wedge cutting at corners, returns and hard to get areas shall be done with special grinding equipment capable of grinding such areas. Wedge cutting or grinding may encounter existing paving fabric on previously overlaid streets. No additional payment will be made for this condition. The same method shall be used on all structures that area left above the traveled asphalt surface.

Key cuts shall include the removal of excess asphalt concrete materials or slurry seals on the surface of gutters, cross gutters or other concrete surface which abut the pavement surface. The asphalt concrete or slurry materials shall be removed by methods which do not damage, stain or chip the existing concrete surfaces. Heating with a torch and scraping with hand tools such as shovels is acceptable.

c. Measurement & Payment

Asphalt keycut shall be measured by the lineal foot and as marked in the field by the Engineer. No payment shall be made for materials removed outside of the limits marked

by the Engineer. The contract unit prices paid for asphalt keycut shall include full compensation for furnishing all labor, material, equipment, tools, and all other incidentals necessary to perform the full scope of work as described above, for removal, legal disposal or as specified herein and as directed by the Engineer including the removal of excess materials form the gutter or other concrete surfaces.

6. ADJUST UTILITY IRON (Bid Item Numbers 11-16)

a. Item Requirement

This work shall consist of raising or adjusting existing utility facilities such as manholes, valve boxes, sewer clean-outs, monument boxes, and monitoring well covers to the finish grade of the resurfaced asphalt pavement.

Facilities located in areas to be cold planed or keycut shall be lowered first and then adjusted to finish grade after completion of the resurfacing work. At various locations a monument box and cover shall be installed at finish grade over any unprotected, existing monument in the paved roadway.

All such work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans) dated 2010; these Technical Provisions; typical sections; and as directed by the Engineer.

b. Scope

<u>CONSTRUCTION</u>

<u>Notification</u>

Non-city owned utilities exist within the limits of construction and may be included in the quantity for adjusting utility covers to grade as part of this contract. If this work is included, the Contractor shall be responsible for contacting owners of non-city owned utilities seven (7) days prior to beginning the resurfacing work to inform them of the construction schedule. Non-city owned utilities may include, but not be limited to, San Jose Water Company, California Water Company, Cupertino Sanitary District, Sunnyvale Sanitary District, PG & E, and Pacific Bell.

<u>Preparation</u>

The Contractor shall properly locate and tie all existing facilities to be raised in advance of paving operations. Each facility is to have a minimum of two tie off points. A copy of all utility cover tie-down measurements for each utility cover on each street in the project shall be supplied to the City representative prior to the commencement of any resurfacing work.

Protection of Facilities

Prior to lowering operations, sanitary and storm systems shall be protected by plywood covers. Plywood covers shall be a minimum of ½" thick, cut to fit the inside of the manhole, and remain in the manhole until all work is complete. Other facilities are to commensurately be protected from falling debris.

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

Temporary Patching

On streets to be cold planed or keycut, all utility covers within the planing limit shall be lowered prior to milling.

Lowered utility lids shall be temporarily patched using a cold-patch asphaltic material. Patches shall be made to be flush with the adjacent pavement surface.

Contractor shall keep on hand sufficient patching material to continuously maintain all patches and correct any which shift or otherwise deteriorate prior to milling. Shifted or dislodged patches which constitute a drop of .10 feet or greater shall be repaired in the same day that the problem is brought to the Contractor's attention.

Adjustment

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

Tolerances

The concrete around adjusted facilities shall be left 1-1/2 inches lower than the adjacent pavement. The concrete surface shall be tack coated with 0.10 gallons per square yard and paved with 3/8 inch Type A HMA.. Immediately after placement, the surface shall be sand sealed. Excessive sand on the surface after sealing shall be removed by the Contractor, as directed by the City Engineer.

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

Schedule

All facilities shall be adjusted to finish grade within 72 hours after the placement of the final surface paving on each individual street segment. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 72 hours.

Survey Monuments

Where new survey monument boxes and covers are required, the Contractor shall perform the installation without disturbing the location of the monument. If the monument is disturbed the Contractor will be responsible for re-establishing it as a monument in accordance with State laws. The work for placement of the box and cover over an existing monument will include removal and replacement of the asphalt concrete around the monument.

Monitoring Wells

Where monitoring wells are to be overlayed, the location of the wells shall be marked on the curbs. A site sketch shall be provided to the city indicating the location and distances on the monitoring wells relative to the curb markings five days prior to paving. If the monitoring wells have frames and covers, the frames and covers shall be adjusted as part of this work and paid for as a valve cover.

c. Measurement & Payment

Lowering facilities shall be measured and paid for by each unit as designated in the contract Bid Schedule. Raising or adjusting facilities to finish grade shall be measured and paid for by each unit designated in the contract Bid Schedule. All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to make the adjustments.

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Technical Specifications, and the plans and typical sections. No additional compensation will be allowed.

Failure to adjust utility facilities within 72 hours after placement of the surface course shall result in at liquidated damage of $250 per facility location per calendar day.

7. ASPHALT STRIPING / MESSAGES & MARKERS (Bid Item Numbers 18-40)

a. Item Requirement

The Contractor shall furnish and apply traffic stripes, characters, arrows, pavement markers, and other delineations and markings. These shall be reapplied in the original pattern on all roads except as directed by the Traffic Engineer. See Attachment "B" for a list of striping revisions. Additional striping changes may be requested by the Traffic Engineer. Contractor shall install traffic striping and markers in accordance with Sections 84 and 85, 'Traffic Stripes and Pavement Markings' and 'Pavement Markers' and the most recent version of the California MUTCD.

All pavement legends and traffic striping shall be applied in thermoplastic unless otherwise noted.

Temporary pavement marking materials must be on hand prior to the covering or demolition of existing pavement markings.

b. Scope

<u>MATERIALS</u>

<u>Pavement Delineation- Thermoplastic</u>

Thermoplastic material shall be extruded thermoplastic meeting the requirements of Section 84-2 and specifically Section 84-2.03B Extruded Thermoplastic or City approved equivalent. Placement shall be performed as directed by the manufacturer.

Legends and arrows shall be preformed, thermoplastic pavement markings and shall be Ennis Flint Premark or a City approved equivalent except bid item # 47 which is to be paint. Placement shall be performed as directed by the manufacturer.

Paint for pavement markings shall be single coat and beaded, conforming to Caltrans Standard Specification Section 84.

All stencils and templates shall be identical with those currently used by the City of Cupertino.

<u>Pavement Delineation- Pavement Markers</u>

Raised and reflective pavement markers shall comply with Section 85 of the Standard Specifications. The specific type to be used shall be consistent with the type generally in use within the local jurisdiction unless directed otherwise by the Engineer.

Colored Bike Lane Surface Treatment

The colored bike lane surface treatment shall be high friction, non-slip, approved Caltrans green colored, fast back to traffic (within 2 hours of application), and durable. The surface treatment shall be Ennis-Flint's MMA Bike Lane treatment or a City approved equivalent. Contractor shall submit for approval a complete product specification and application process. Surface preparation, material storage, installation, masking, application shall be performed as required by the manufacturer's specifications.

The Contractor shall notify and coordinate with the City and with the schools and commercial establishments whose driveways will be affected by the installation of green bike lanes. The work in front of driveways shall be phased so that at least one directional traffic lane will be open for ingress and egress to the establishments. Newly installed green lanes shall be protected from traffic and damage until it is cured 100%, which will be a hardened solid state, before traffic is permitted. Masking and application of material shall be done with care to prevent overspill to adjacent striping, asphalt, or concrete structures. The Contractor will be responsible for removing material that has tracked and spilled on adjacent surfaces to the satisfaction of the Public Works Director.

The green bike lane surface treatment shall be light green color that meets FHWA specifications.

Preformed Thermoplastic Green Bike Lane including bike symbols, legends and arrows.

Green bike lanes shall be preformed thermoplastic pavement markings and shall be Premark Skid/Slip Resistant (90 mil) or a City approved equivalent. Bike symbols, legends, and arrows within green bike lanes and shall be Premark ViziGrip (90 mil) or a City approved equivalent. Placement shall be performed as required by the manufacturer's specifications.

Bike symbols, legends, and arrows in green bike lanes must be factory assembled with the green marking sheet and interconnected so that in the field it is unnecessary to assemble the individual pieces within a material segment.

The green bike lanes shall be pre-formed thermoplastic pavement marking sheets utilizing light green color that meets FHW A specifications for color.

A sealer specified by the manufacturer must be applied to the substrate asphalt and concrete to ensure proper adhesion.

Preformed green marking sheets shall be installed first before the 6" white liquid thermoplastic bicycle lane line. Pre-formed sheets shall be laid out and applied so that edges of adjacent sheets fit snugly together, the pattern of the marking aligns properly from sheet to sheet, and to prevent overlap of adjacent sheets.

First time applicators shall contact the pre-formed thermoplastic pavement marking supplier for product support and on-site training.

CONSTRUCTION

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and these Technical Specifications.

Existing Striping and Markings

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer. Pavement markings on existing speed bumps shall be removed prior to overlay.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This may include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

Layout for Temporary and Permanent Striping

The alignment and layout of traffic stripes shall conform to the Standard Specifications.

The Contractor shall perform all tie downs, layout, alignment, and spotting. Contractor shall submit a plan documenting location, dimensions, and Caltrans Standard Detail reference number or other applicable detail for all existing pavement striping, markings, markers and legends. The plan shall contain sufficient detail for installation of new thermoplastic and markers. The plans shall be submitted prior to the pre-construction meeting and shall be approved by the Engineer prior to the issuance of Notice to Proceed. The Engineer or his/her designee shall review and approve striping layout prior to final striping.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed fifty square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the City Traffic Division for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with either prior existing striping/message layout or by revised striping plans provided by the Engineer by cat tracking with painted marks. This shall occur no later than two hours after the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than twelve feet apart on curves nor more than twenty-four feet apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure two inches tall by 3-1/2 inches wide, and have a reflective lens across the width of the marker.

Application of cat tracking and/or placement of temporary tab markers are to occur immediately upon completion of final compaction rolling and prior to opening asphalt areas to traffic. All crosswalks, stop bars and directional arrows, both yellow and white in color, shall be placed immediately upon completion of final compaction rolling and prior to opening asphalt areas to traffic. Failure to comply with these requirements shall result in a liquidated damage of $500 per day for each street that has not received temporary installation of the tab markers, traffic striping, and other markings. All liquidated damages in this Contract are cumulative.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the Engineer or his/her designee. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until approval is granted by the Engineer or his/her designee. The Contractor shall allow a minimum of seven working days for review of the layout by the City.

Crosswalks

In some instances, portions of new crosswalks will extend beyond limit of pavement rehabilitation work. In these instances, the existing 12 inch wide lines outside the paving limit shall be removed by grinding or sandblasting prior to placing new crosswalk striping.

At various locations in the project, crosswalks shall be consist of a series of ten (10) foot width by two (2) foot length bars, with no perpendicular lines at the crosswalk sides, as shown in the 'Miscellaneous Details & City Standard Details' of the Contract Documents.

Schedule

Raised pavement markers (RPM's) shall be placed to replace existing RPM's or as designated by City provided striping plans. When utilizing hot melt bituminous adhesive, RPM's shall be placed after the surface has been open to traffic for at least seven days. When utilizing epoxy adhesive, RPM's shall be placed after the surface has been open to traffic for at least fourteen days. Regardless of which adhesive is utilized, the RPM's shall not be placed more than twenty-one days after paving or surfacing.

Thermoplastic materials shall be placed to replace existing thermoplastic materials or as designated by City provided striping plans. Permanent traffic striping and markings including legends and arrows shall be placed between eight (14) and twelve (21) days after paving or surfacing, unless otherwise directed by the Engineer. All permanent striping shall be complete in place by the 22nd day after completion of resurfacing work. All permanent striping on streets near schools shall be installed prior to August 11, 2016. See Attachment A.

Reflective and Raised Pavement Markers

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 85 of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as specified by the Engineer.

Reflective Pavement Markers at fire hydrants shall consist of placing a single blue marker on the new pavement surface. Location of the new marker shall be six (6) inches off of the lane striping nearest to and in line with the existing fire hydrant.

Pavement Delineation- Thermoplastic

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Traffic Engineer.

No primer or thermoplastic shall be installed within forty-eight hours from the last measurable rain report as provided by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-of the Standard Specifications and these Technical Provisions.

c. Measurement & Payment

Payment for traffic striping layout and placement of temporary lane markers will be included in the unit price bid for each striping detail as identified in the Bid Schedule and no additional compensation will be allowed therefore.

Measurement and payment for pavement striping, characters, arrows, pavement markers, raised pavement markers, and reflective pavement markers shall be paid on a unit cost basis as identified in the Bid Schedule.

Payment for any striping removal as identified herein shall be included in the unit price for the related striping item and no additional compensation will be allowed therefore.

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Technical Specifications, and the plans and typical sections. No additional compensation will be allowed therefore.

Failure to comply with these requirements shall result in a liquidated damage of $150 per calendar day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings. All liquidated damages in this Contract are cumulative.

10. TRAFFIC SIGNAL LOOPS (Bid Item Number 41)

a. Item Requirement

Work to be performed under this Section covers all labor, materials, tools, equipment, transportation, and incidentals necessary to replace existing loop detectors at various street intersections. It is anticipated that all the existing loop detectors at the intersections will be damaged by the proposed pavement cold planing.

b. Scope

All replaced signal loops shall be Standard 6'x 6' rectangular loops as shown on plans and details unless specifically called out otherwise. Any changes to loop type, placement pattern, or installation may be performed only as allowed by the Engineer.

All such work shall conform to the details and provisions of the State of California, Department of Transportation's Standard Plans and Section 86,

"Electrical Systems," of the Standard Specifications and these Technical Provisions, except that Subsection 86-8, "Payment," is modified herein.

Intersection Locations

All left turn lane and through lane detector loops, including advance lane loops, shall be replaced to their existing locations, or as shown in plans provided by the City and to the details provided in these contract documents.

The proposed locations of the replaced signal loops detectors shall be marked in the field and approved by the Engineer prior to installation.

Maintaining the traffic signals during construction shall be a part of this work. The maximum time between disconnecting loops in operation until replacement shall be 7 working days. Failure to meet this schedule will cause the work to be performed by City forces and the Contractor backcharged for the work.

Construction

All traffic loops shall be replaced after the asphalt key cut operation is complete and prior to finish surface course paving.

Prior to initiating any work on the signal loops, the Contractor shall mark in the field location of new loops according to the plans and details. The City Traffic Division shall be contacted to review locations as marked by contractor. Loop installation operations shall commence only after approval is granted by Traffic Engineer.

Advance warning loops shall be installed 200 feet from limit line, as outlined in Table 9-1 'Suggested Detector Setbacks from Limitline' in the State Traffic Manual.

Pull Boxes

Where the sump of an existing pull box is disturbed by the Contractor's operations, the sump shall be reconstructed and, if the sump was grouted, the old grout shall be removed and new grout placed.

Detectors

Loop wire shall be Type II.

In Lieu of the requirements in the fourth paragraph of Section 86-5.01A(5), "Installation of Details," of the State Standard Specifications, slots in asphalt concrete pavement shall be filled as follows:

After conductors are installed in the slots cut in the pavement, paint binder shall be applied to all vertical surfaces of slots in accordance with the provisions in Section 94, "Asphaltic Emulsions," of the State Standard Specifications. The slots shall then be filled with asphaltic concrete sealants using hot melt loop sealant.

Temperature of sealant material during installation shall be above 70 degrees F. Air temperatures during installation shall be above 50 degrees F. Hot melt sealant placed in the slots shall be compacted by use of an 8-inch diameter by 1/8-inch thick steel hand roller or other tool approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Minimum conductor coverage shall be 5/8 inch. Excess sealant remaining after rolling shall not be reused. Traffic may be released immediately over compacted material.

The Contractor shall test all detectors with a motor-driven cycle, as defined in the California Vehicles Code, that is licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at not less than 3 miles per hour nor more than 7 miles per hour.

Detectors will be disconnected or connected by the Contractor. The Contractor shall notify the Engineer 24 hours prior to any detector being disconnected or connected. Timing adjustments shall be made by City traffic personnel.

Traffic signal loops damaged due to grinding, cold planing, digouts, paving or any other related construction shall be replaced within 2 weeks following the damage. Failure to comply with these requirements shall result in a liquidated damage of $100 per day for each traffic signal loop not replaced with 2 weeks following the damage. All liquidated damages in this Contract are cumulative.

c. Measurement and Payment

The measurement and payment for replacing loop detectors, complete in place and operable, will be made at the unit bid price for each loop as listed in the bid schedule.

The unit price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved in replacing the loop detectors, complete, as specified in these Technical Specifications.

DOCUMENT 00860

General Requirements

Section	Title	Page
100	General Requirements	2
101	Notification Requirements	4
102	Restrictions on Closure of Traffic Lanes	5

SECTION 100

GENERAL REQUIREMENTS

100-1 GENERAL

All work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans) Dated May 2010; these Technical Provisions; and the plans and typical sections.

100-2 ROADWAY PREPARATION

The work under this section consists of preparing the roadway prior to resurfacing or reconstruction as specified in these Technical Provisions and as required by the Engineer. Such work shall include controlling nuisance water; sweeping; watering; removal of all raised pavement markers; removal of all thermoplastic pavement markings; removal of loose and broken concrete, asphalt concrete pavement, and foreign material; and the spraying and removal of weed growth. Any roadway area that contains existing weed growth shall be treated with an E.P.A. approved herbicide composed of glyphosate and oryzaline, combined and applied according to label directions.

In addition, the Contractor shall implement their Water Pollution Control Program prior to the start of construction, as specified in these Technical Provisions.

100-3 PROJECT SITE MAINTENANCE

Throughout all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day or more frequently if determined by the engineer for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete or in progress of being complete.

The Contractor shall abate dust by sprinkling water or other means as necessary, but the use of water resulting in mud on public streets will not be permitted.

Excess excavated materials from any source shall be removed from the site immediately. Materials and equipment shall be removed from the site as soon as they are no longer necessary.

As work progresses and before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement areas shall be swept with a street sweeper immediately prior to the final inspection. All concrete areas shall be broom cleaned. All topsoil areas shall be raked. All cleanup costs shall be included in the Contractor's bid. In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense.

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

100-4 SANITARY FACILITIES

The Contractor shall provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

100-5 STAGING & STORING

The Contractor shall store all equipment and materials in a manner which does not interfere with public right of way. No equipment will be allowed to be parked overnight within the limits of the public right-of-way. Contractor may make arrangements with local property owners for temporary staging areas; however, the location shall first be brought to the attention of the City of Cupertino Public Works for approval. Contractor will also be required to provide proof in writing from the property owner that the Property is allowed for use as a temporary staging area.

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

100-6 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

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

100-7 REFERENCES

All references to 'State' in any of the contract documents or referenced standards or publications shall mean the City of Cupertino.

All references to 'Engineer' in any of the contract documents or referenced standards or publications shall be the designated representative of the City of Cupertino. Unless otherwise indicated in writing by the City, this shall be the Director of Public Works or his/her designee.

100-8 MEASUREMENT AND PAYMENT

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

SECTION 101

NOTIFICATION REQUIREMENTS

100-1 GENERAL

The contractor shall provide advanced notification to residents and businesses as follows:

Advanced Notification Doorhanger:
The Contractor shall submit a sample door hanger to the City of Cupertino for review and approval. At a minimum, the doorhanger shall included the type of work to be completed, location, scheduled dates of work, hours of work, access during construction and contractor contact information. The door hanger shall be distributed to residents and business along effected streets at least 48 hours but no more than 96 hours prior to commencement of work. Notification will be necessary prior to asphalt failure digouts and, when applicable, a second time prior to asphalt overlay.

Night Work Notification

Posting and Towing
Dated "No Parking Tow Away" signs shall be provided by the contractor and posted a minimum of 48 hours in advance of all work requiring that cars not be parked on the street. The specific dates and times of work shall be written on signs in two-inch-high letters with a ¼-inch felt black marker. Signs shall be posted on Type II barricades, 50 feet on center and removed immediately after the work is completed. The Contractor shall update signs as necessary. The Contractor must notify Cupertino Code Enforcement Officers at (408) 777-3182 with locations of posting to start and verify forty eight (48) hour notice.

SECTION 102

RESTRICTIONS ON CLOSURES OF TRAFFIC LANES

102-1 Restrictions on Closure of Traffic Lanes

The streets shall be open for use by public traffic on Saturday, Sunday, and any day designated by the City as a legal holiday; before 8 a.m. and after 5 p.m., Monday thru Friday, or any day preceding a designated legal holiday; and when construction operations are not actively in progress on working days. During daily construction operations, there may be certain peak traffic hours that would require the Contractor to alter the construction schedule in order to minimize the impact of the work on the public's convenience.

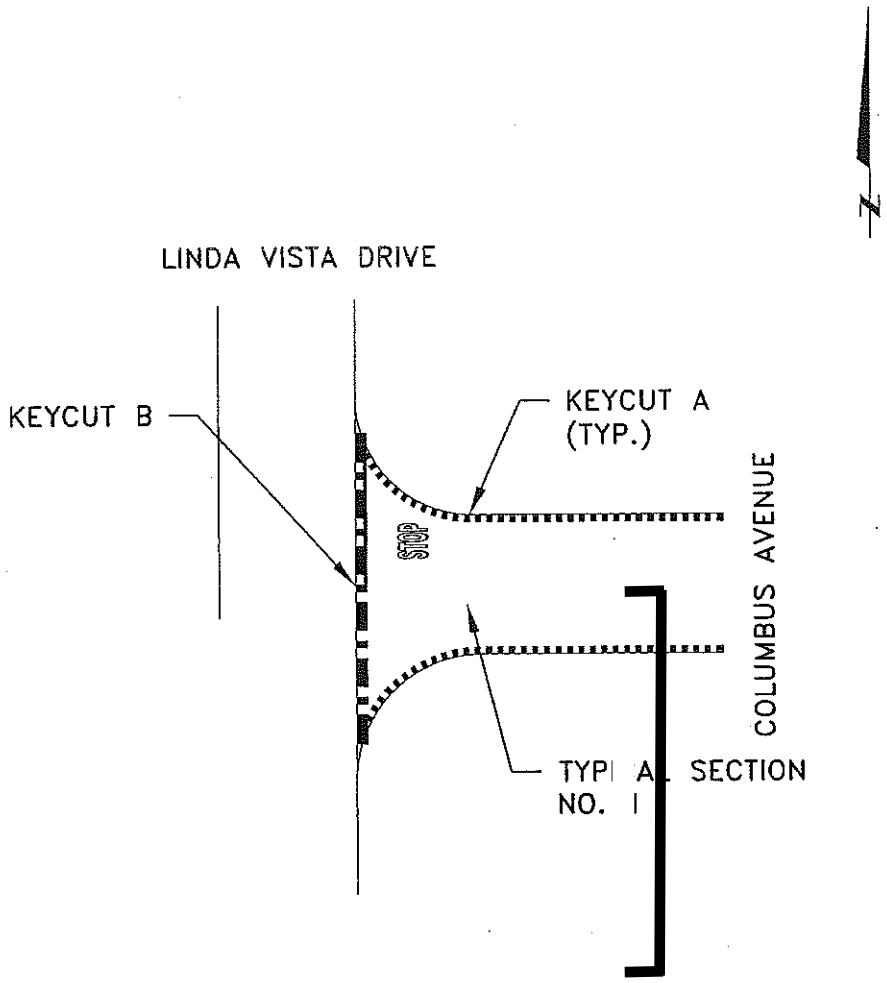
The following general provisions shall apply on the listed street segments:

Street	Special Traffic Control Provision
Arterials:	Lane closures are limited to one lane at a time. The roadway shall be open for two-way traffic at all times..
Collectors: McClellan Rd, Stelling Rd, Wolfe Rd	On four lane streets, one lane in each direction shall be maintained at all times. On two lane streets, flagmen shall be used to maintain traffic flow.
Streets Near Schools: See attachment A	Work shall be limited to days when school is out of session.
Residential All other streets	Traffic may be limited to only local traffic during the period between 8 a.m. and 5 p.m

Refer to "Attachment A" – Work Hour Restrictions for working hour requirements for each street or street category.

DOCUMENT 0лусм

TYPICAL SECTIONS AND KEY CUT DETAILS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KEYCUT A
(TYP.)
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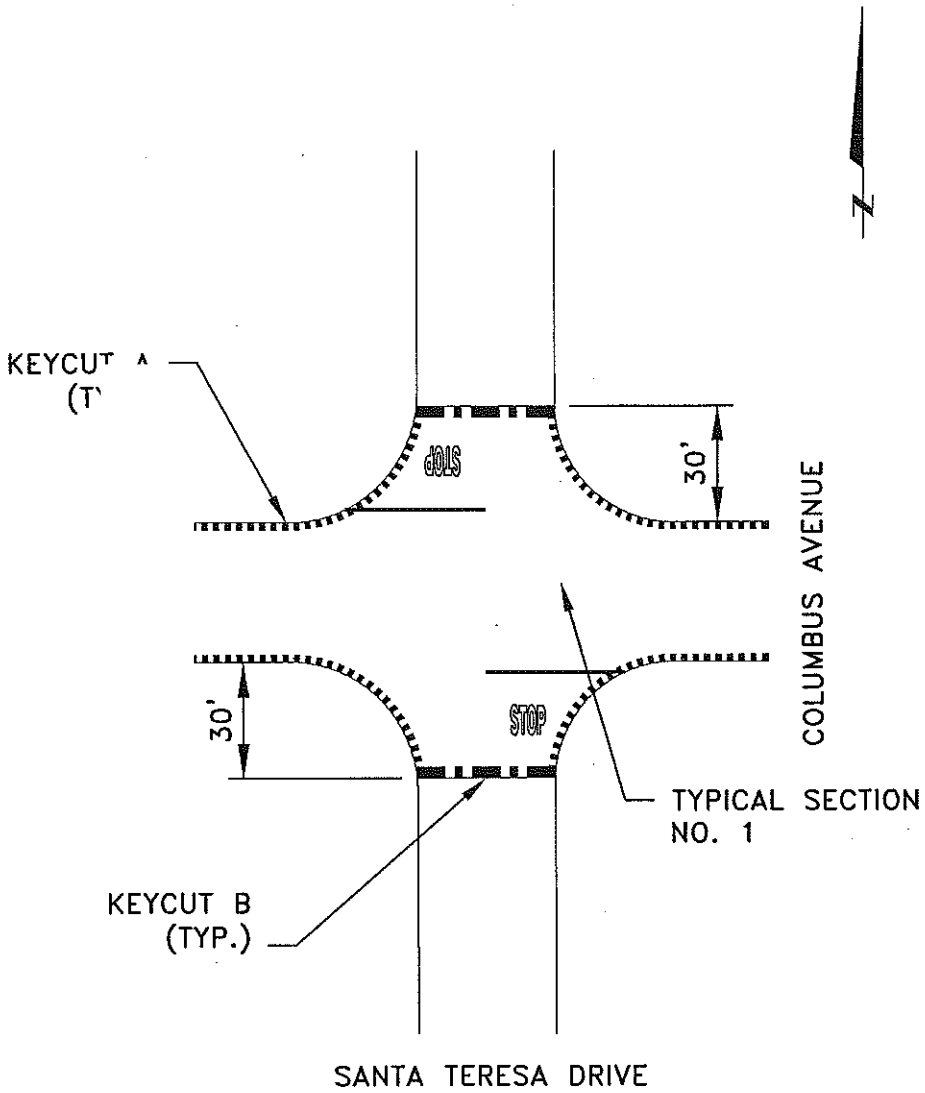
COLUMBUS AVENUE
TYPICAL SECTION
NO. 1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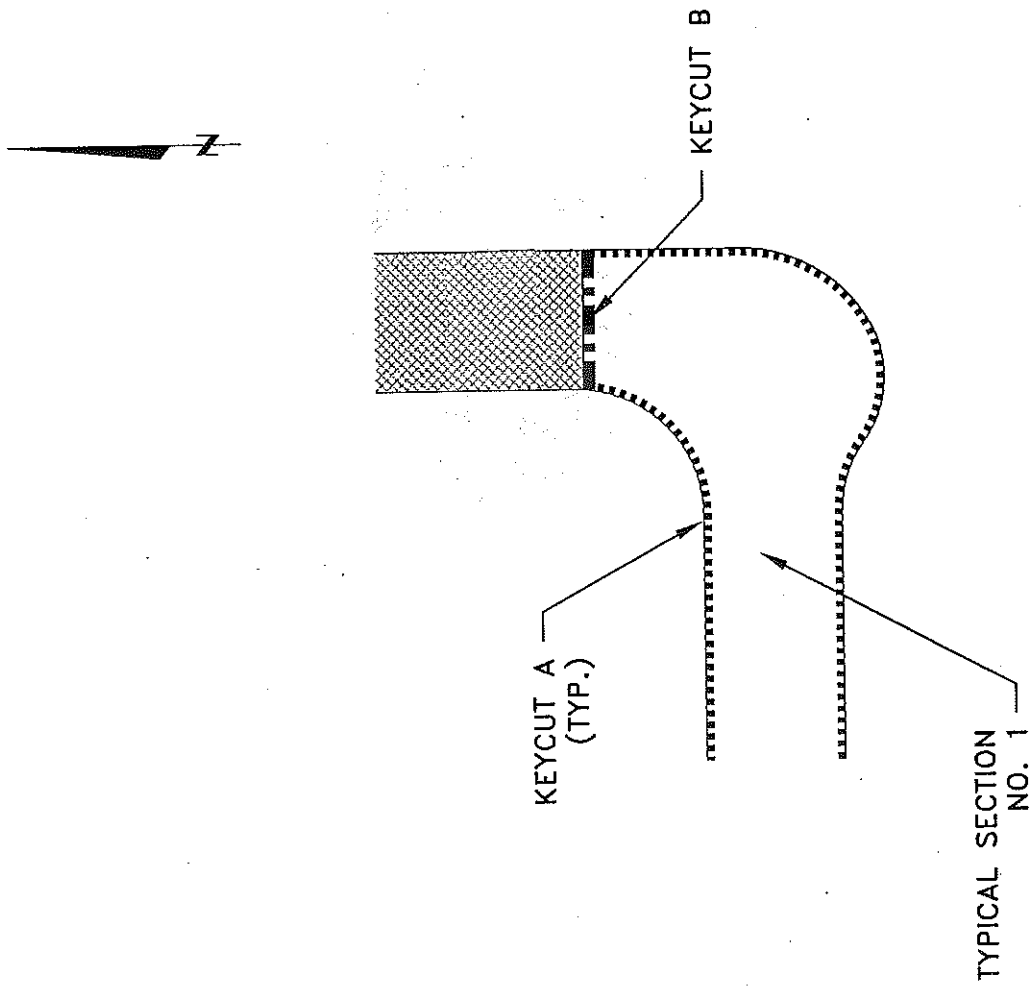
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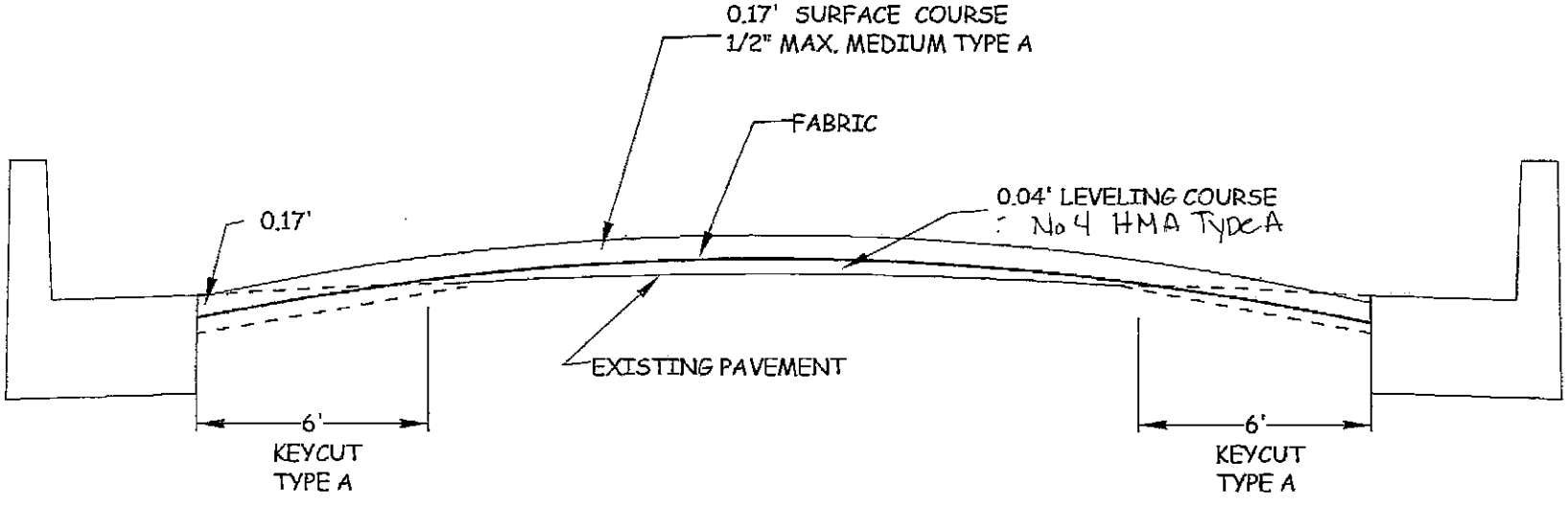

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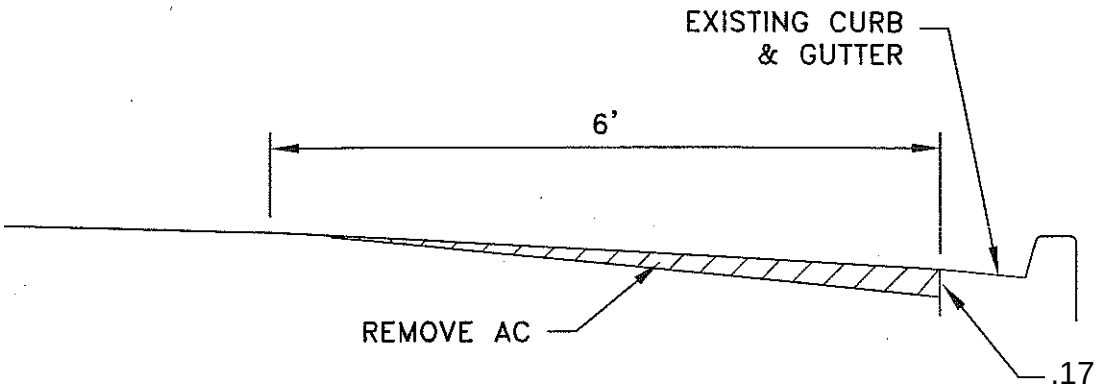
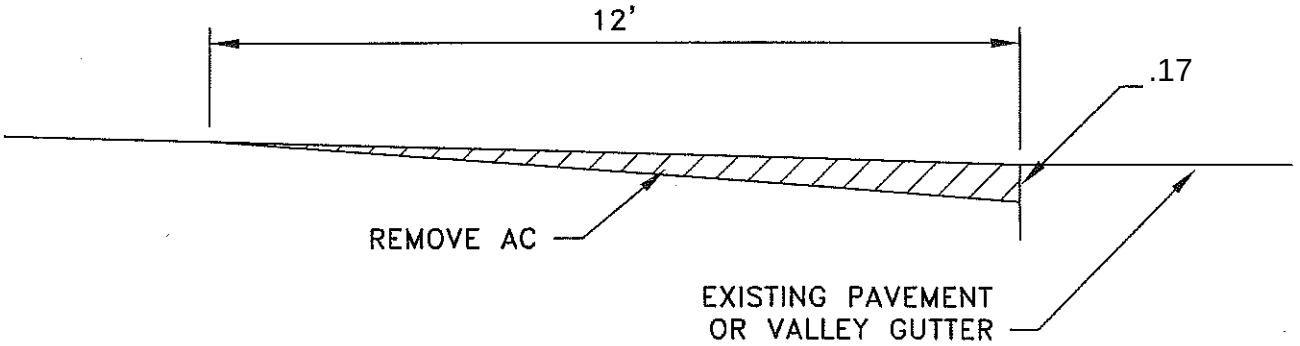
(LEVELING COURSE, FABRIC AND OVERLAY)



KEYCUT – TYPE A
LONGITUDINAL KEYCUT
NTS



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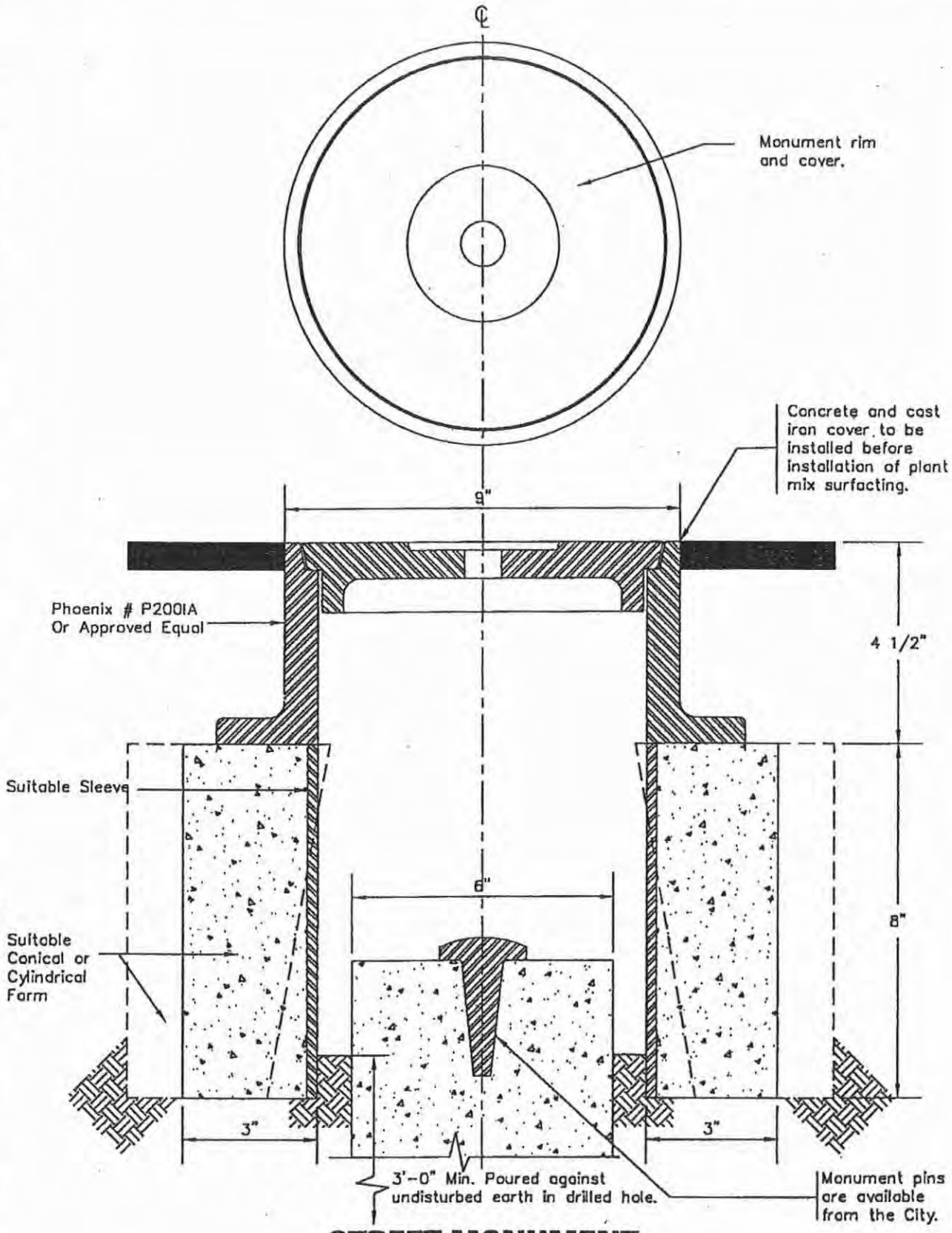
Document 00862
Cupertino Standard Details

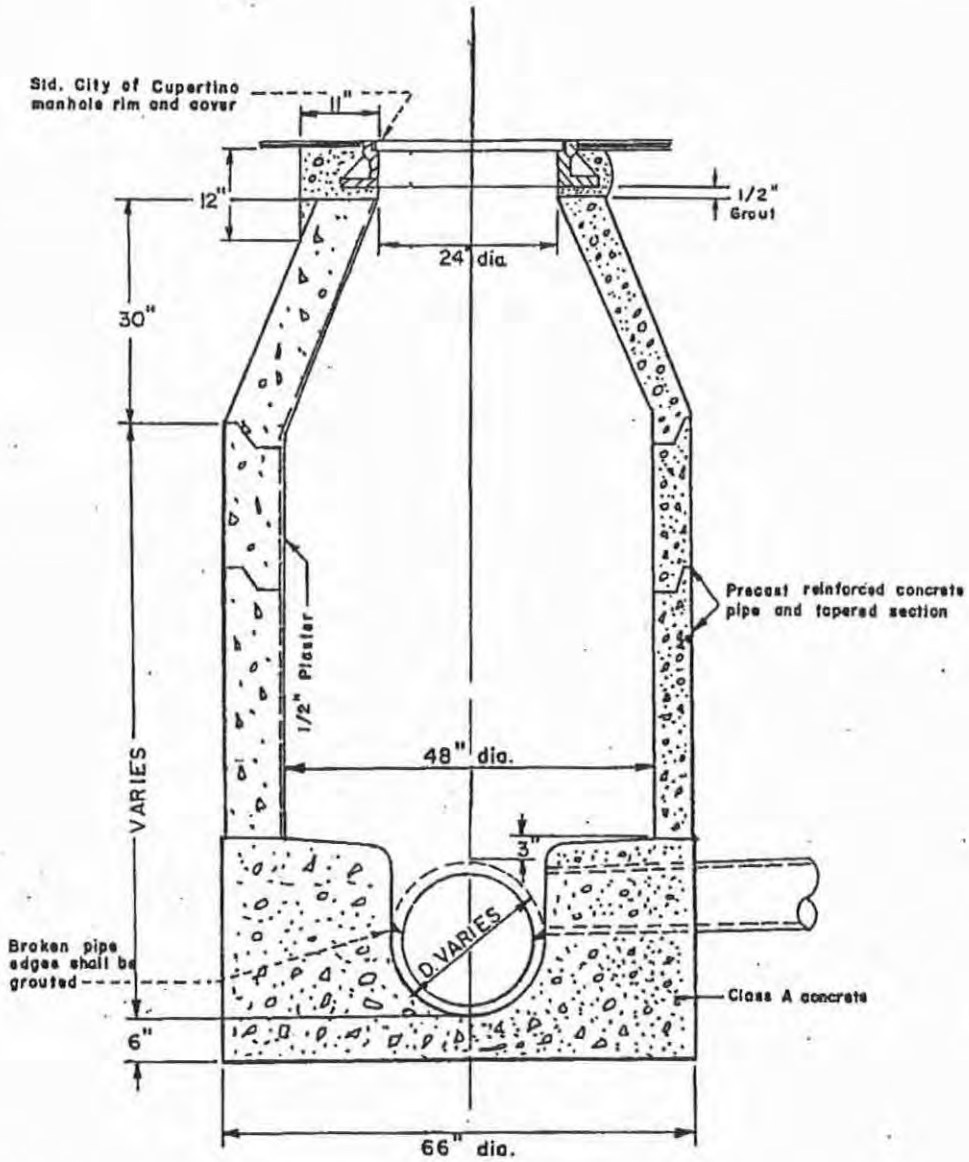


STREET MONUMENT

CITY OF CUPERTINO STANDARD DETAILS	APPROVED BY: CITY ENGINEER DATE: 6/27/97	1-14

CONCENTRIC MANHOLE

8" to 33" PIPE



NOTES:

Mortar and grout to conform to Section 65, State Std. Specifications.

Manhole foundation poured in place.

CITY OF CUPERTINO STANDARD DETAILS	APPROVED BY: CITY ENGINEER DATE: 2/10/89	3—10

DOCUMENT ллуco

CALTRANS STANDARD DETAILS

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER Roberta L. McLaughlin C40375 3-31-13 CIVIL STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CENTERLINES
(2 LANE HIGHWAYS)

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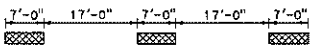

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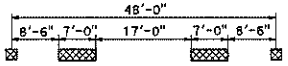

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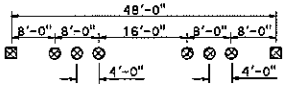
DETAIL 4



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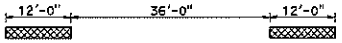

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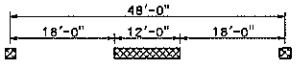

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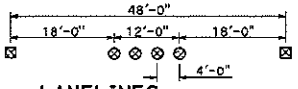
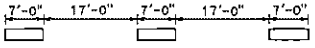


LANELINES
(MULTILANE HIGHWAYS)

DETAIL 8



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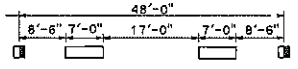

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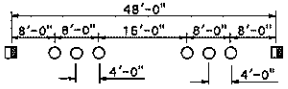

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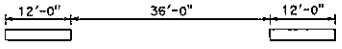
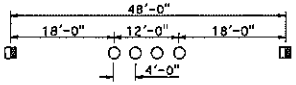


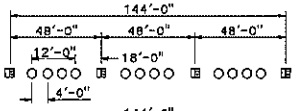
LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12

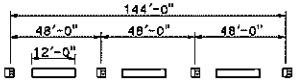
DETAIL 13



DETAIL 14

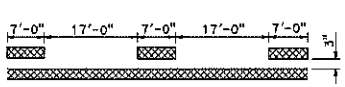


DETAIL 14A

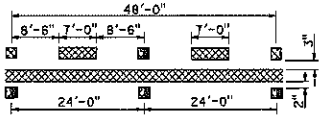


NO PASSING ZONES-ONE DIRECTION

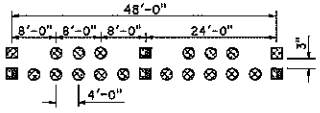
DETAIL 15



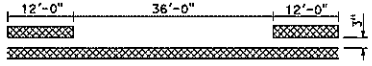
DETAIL 16



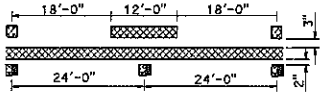
DETAIL 17



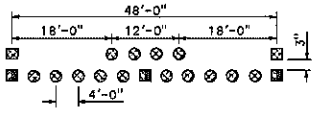
DETAIL 18



DETAIL 19



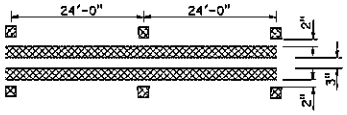
DETAIL 20



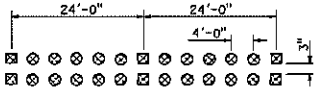
NO PASSING ZONES-TWO DIRECTION

DETAIL 21

DETAIL 22



DETAIL 23



LEGEND

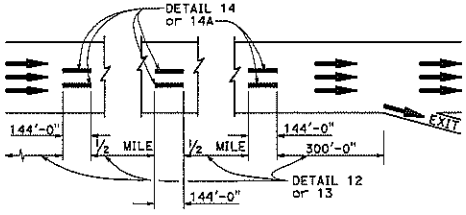
MARKERS

- TYPE A WHITE NON-REFLECTIVE
- TYPE AY YELLOW NON-REFLECTIVE
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

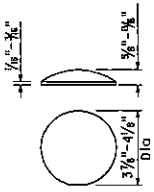
- 4" WHITE
- 4" YELLOW
- DIRECTION OF TRAVEL

TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP

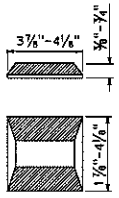


NOTE:
Detail 14 is to be used in combination with Detail 13. Detail 14A is to be used in combination with Detail 12.

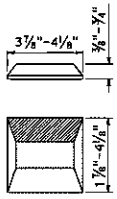
MARKER DETAILS



TYPE A AND TYPE AY



TYPE C AND TYPE D



TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20A

2010 STANDARD PLAN A20A

10-19-06

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER Roberta L. McLoughlin C40375 Exp. 3-31-13 CIVIL STATE OF CALIFORNIA

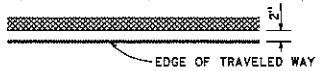
LEGEND

MARKERS
- TYPE AY YELLOW NON-REFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

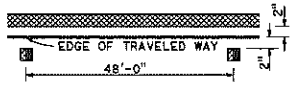
LINES
- 4" WHITE
- 4" YELLOW
- DIRECTION OF TRAVEL

LEFT EDGELINES
(DIVIDED HIGHWAYS)

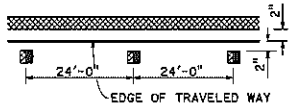
DETAIL 24



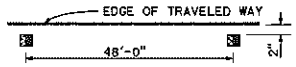
DETAIL 25



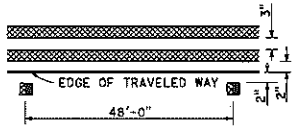
DETAIL 25A



DETAIL 26



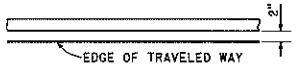
DETAIL 27



RIGHT EDGELINES

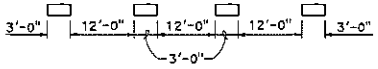
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



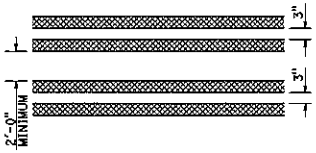
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

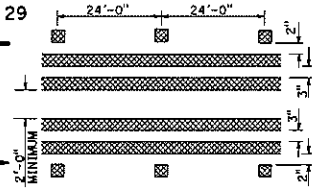


MEDIAN ISLANDS

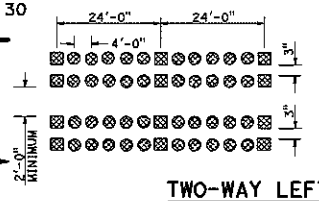
DETAIL 28



DETAIL 29

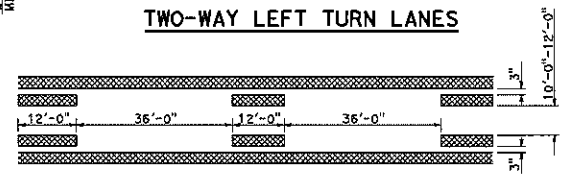


OETAIL 30

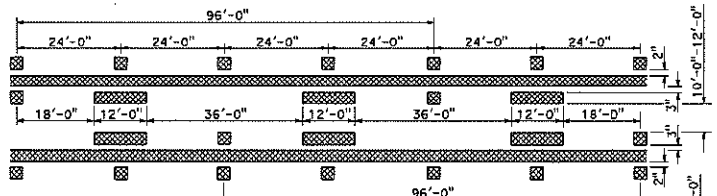


TWO-WAY LEFT TURN LANES

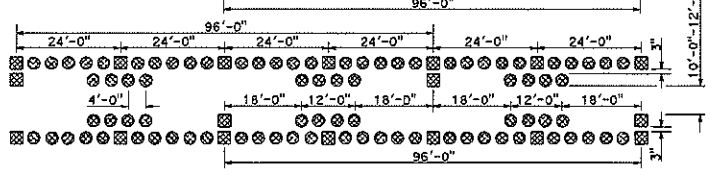
DETAIL 31



DETAIL 32

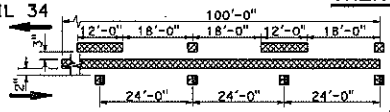


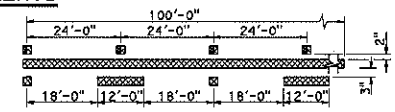
DETAIL 33



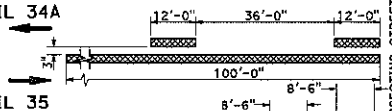
INTERSECTION TREATMENTS

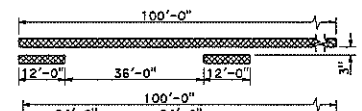
DETAIL 34



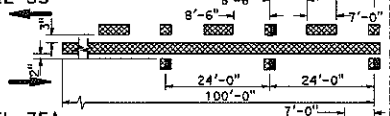


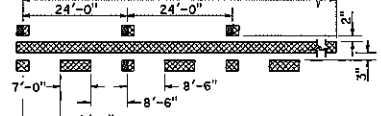
DETAIL 34A



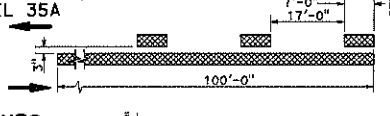


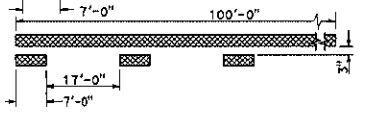
DETAIL 35





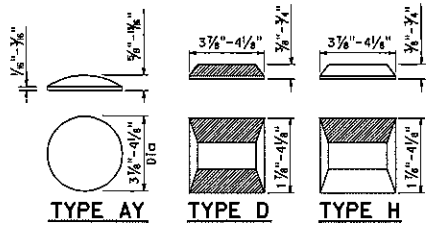
DETAIL 35A





CENTERLINE INTERSECTING STREET

MARKER DETAILS



RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20B

2010 STANDARD PLAN A20B

10-19-08

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

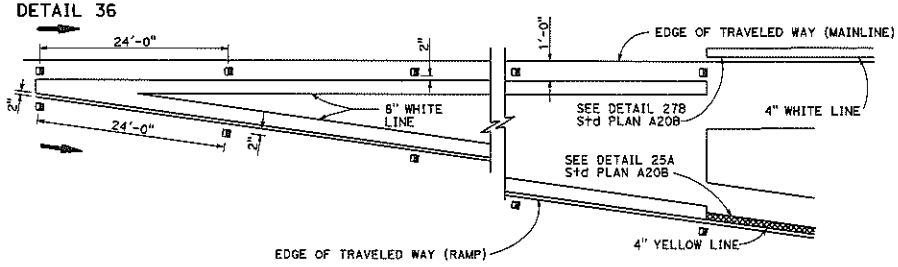
May 20, 2011
PLANS APPROVAL DATE

Roberta L. McLaughlin No. C40375 Exp. 3-31-13 CIVIL STATE OF CALIFORNIA REGISTERED PROFESSIONAL ENGINEER

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

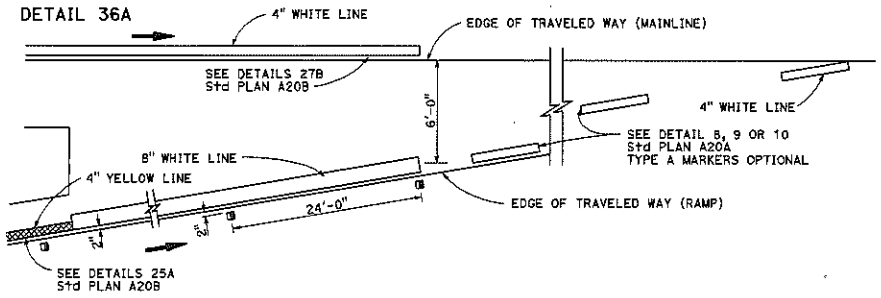
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



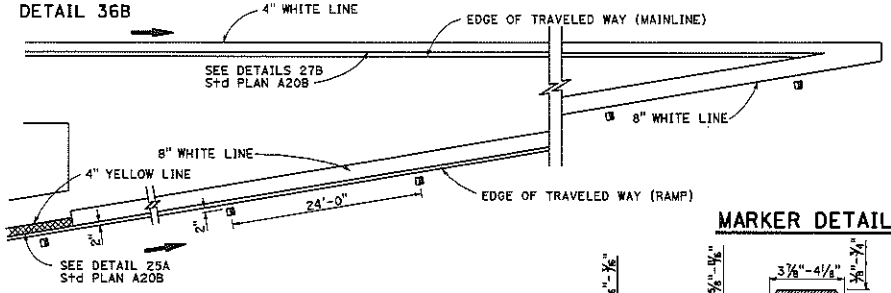
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



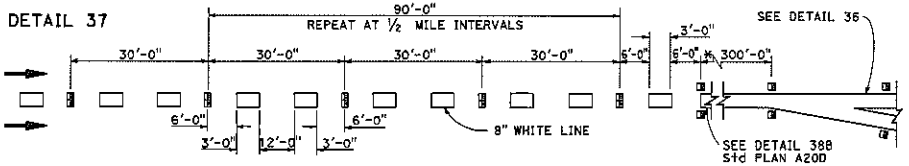
ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B

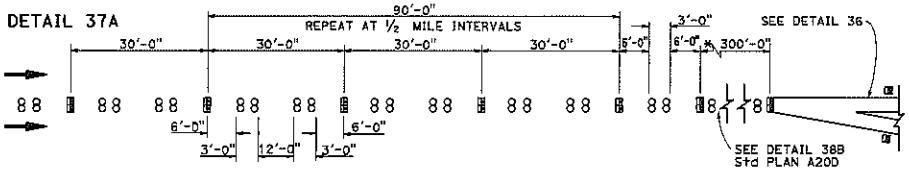


LANE DROP AT EXIT RAMPS

DETAIL 37



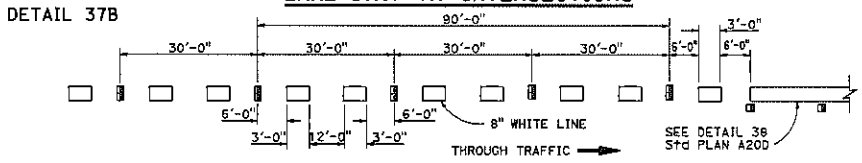
DETAIL 37A



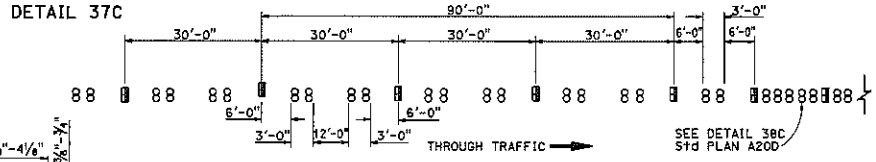
* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

LANE DROP AT INTERSECTIONS

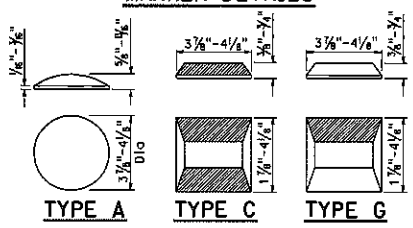
DETAIL 37B



DETAIL 37C



MARKER DETAILS



RETROREFLECTIVE FACE

LEGEND

MARKERS

- ○ TYPE A WHITE NON-REFLECTIVE
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- ← DIRECTION OF TRAVEL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINE TYPICAL DETAILS

NO SCALE

A20C

2010 STANDARD PLAN A20C

10-19-08

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

Roberta L. McLoughlin No. C40375 Exp. 3-31-13 CIVIL STATE OF CALIFORNIA REGISTERED PROFESSIONAL ENGINEER

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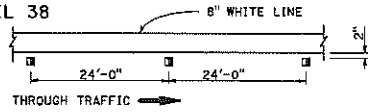
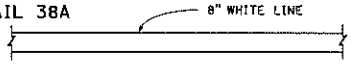
CHANNELIZING LINE

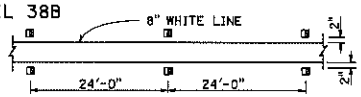
DETAIL 38



DETAIL 38A



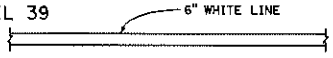
DETAIL 38B



DETAIL 38C

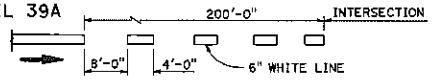
BIKE LANE LINE

DETAIL 39



INTERSECTION LINE
BIKE LANE

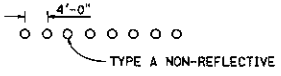
DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 40

DETAIL 40A



CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41

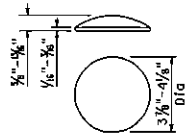
DETAIL 41A

LEGEND

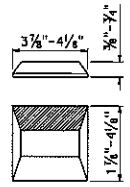
MARKERS

- TYPE A WHITE NON-REFLECTIVE
- TYPE AY YELLOW NON-REFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 4" YELLOW LINE
- DIRECTION OF TRAVEL

MARKER DETAILS

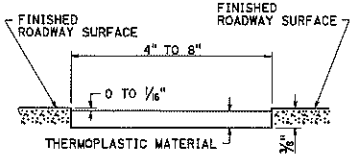


TYPE A AND TYPE AY



TYPE G

RETROREFLECTIVE FACE



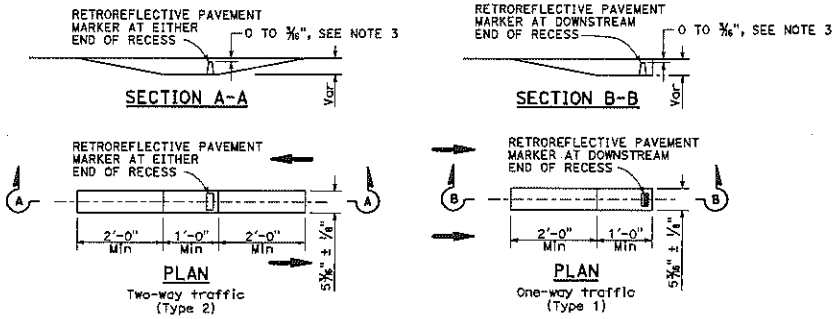
DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

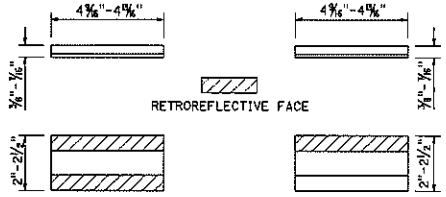
RECESSED THERMOPLASTIC NOTES

A. See typical traffic line details for pavement marking patterns.

B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to ⅜" below the pavement surface.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20D

2010 STANDARD PLAN A20D

10-22-08

District	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

April 20, 2012
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER Roberta L. McLaughlin C40375 Exp. 3-31-13 CIVIL STATE OF CALIFORNIA

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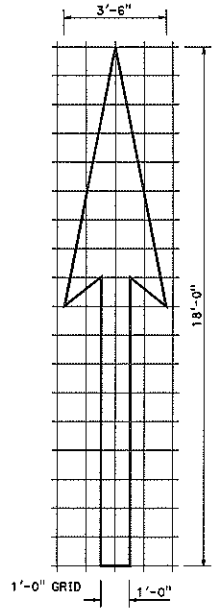
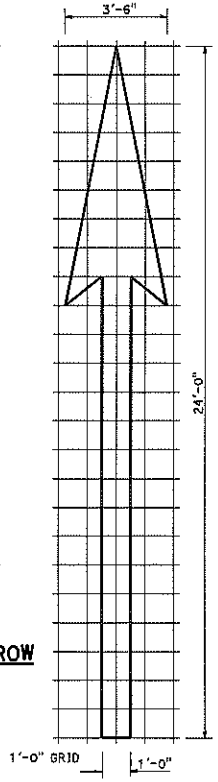
TO ACCOMPANY PLANS DATED _____



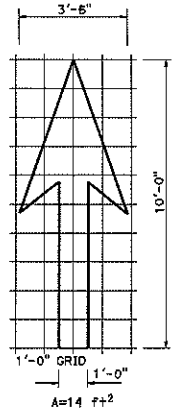
A=25 ft^2

TYPE I 18'-0" ARROW



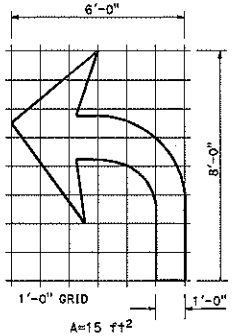
A=31 ft^2

TYPE I 24'-0" ARROW



A=14 ft^2

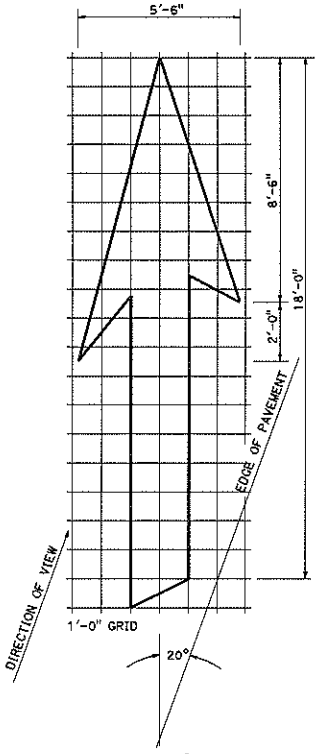
TYPE I 10'-0" ARROW



A=15 ft^2

TYPE IV (L) ARROW

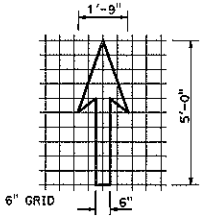
(For Type IV (R) arrow, use mirror image)



A=42 ft^2

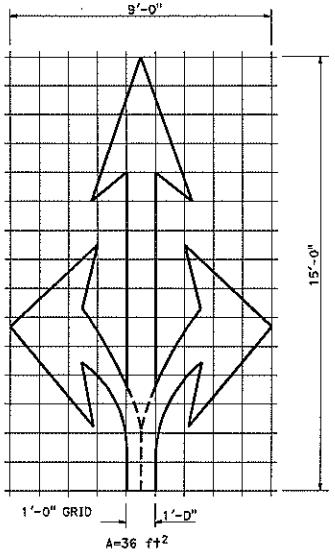
TYPE VI ARROW

Right lane drop arrow (For left lane, use mirror image)



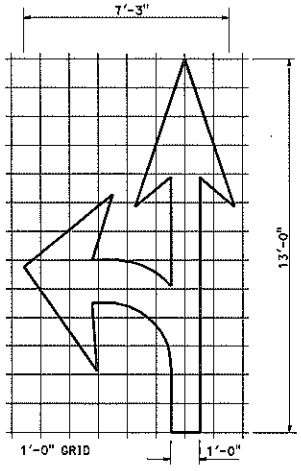
A=3.5 ft^2

BIKE LANE ARROW



A=36 ft^2

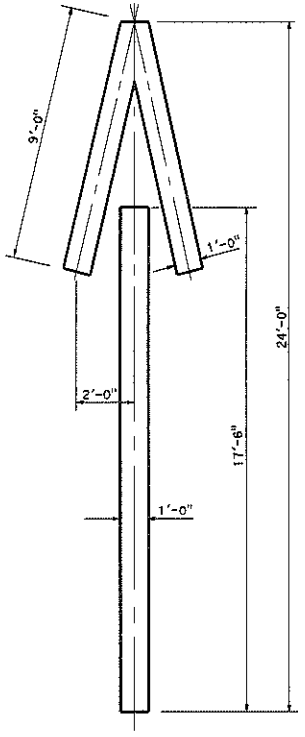
TYPE VIII ARROW



A=27 ft^2

TYPE VII (L) ARROW

(For Type VII (R) arrow, use mirror image)



A=33 ft^2

TYPE V ARROW

NOTE:
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS

NO SCALE

RSP A24A DATED APRIL 20, 2012 SUPERSEDES STANDARD PLAN A24A DATED MAY 20, 2011 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP A24A

2010 REVISED STANDARD PLAN RSP A24A

3-14-12

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER Roberta L. McLaughlin C40375 Exp. 3-31-13 CIVIL STATE OF CALIFORNIA

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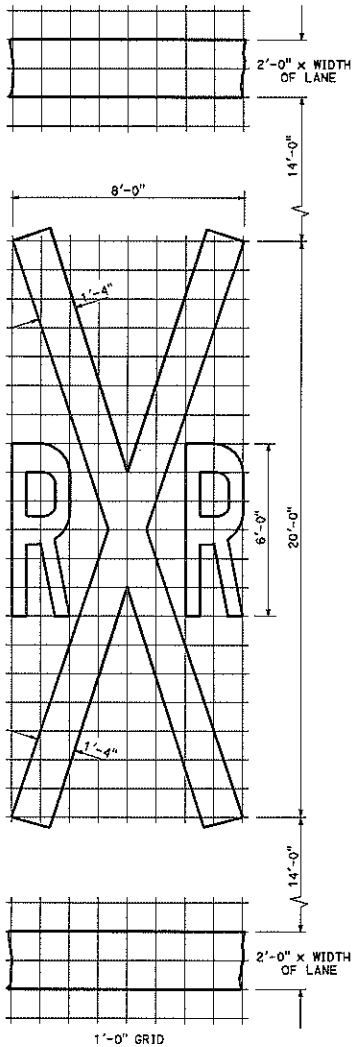
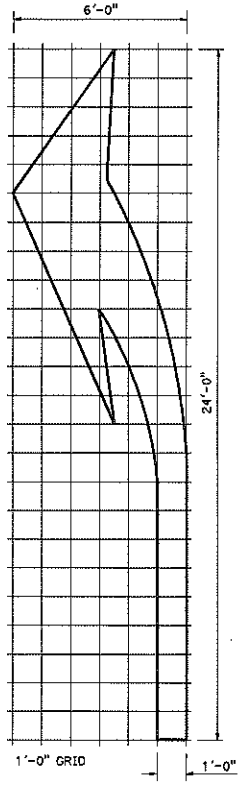


RAILROAD CROSSING SYMBOL

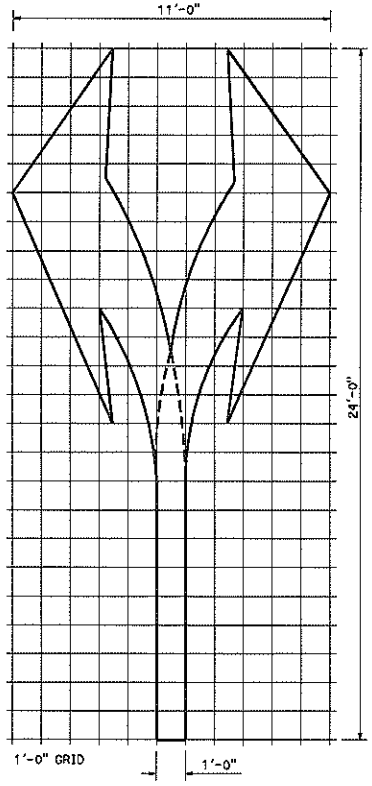
* 70 ft² does not include the 2'-0" x variable width transverse lines.



A=42 ft²

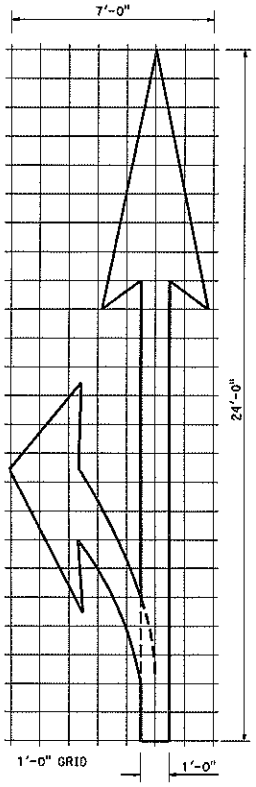
TYPE III (L) ARROW

(For Type III (R) use mirror image)



A=73 ft²

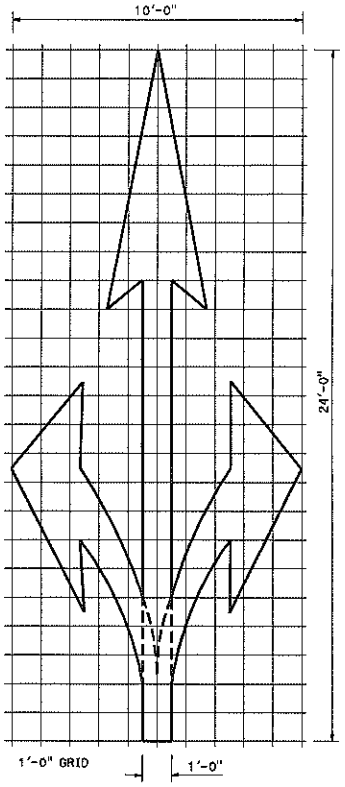
TYPE III (B) ARROW



A=45 ft²

TYPE II (L) ARROW

(For Type II (R) use mirror image)



A=59 ft²

TYPE II (B) ARROW

NOTE:
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

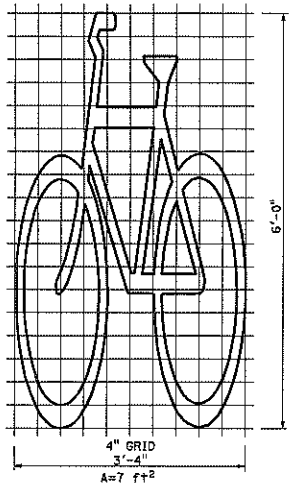
PAVEMENT MARKINGS ARROWS AND SYMBOLS

NO SCALE

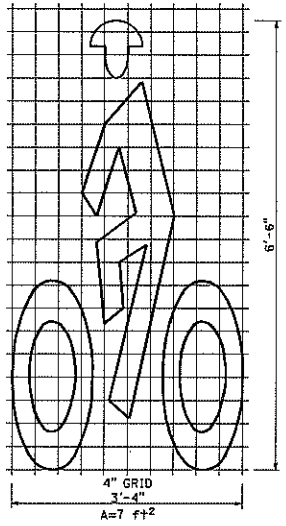
A24B

2010 STANDARD PLAN A24B

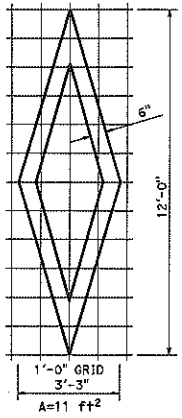
11-3-08



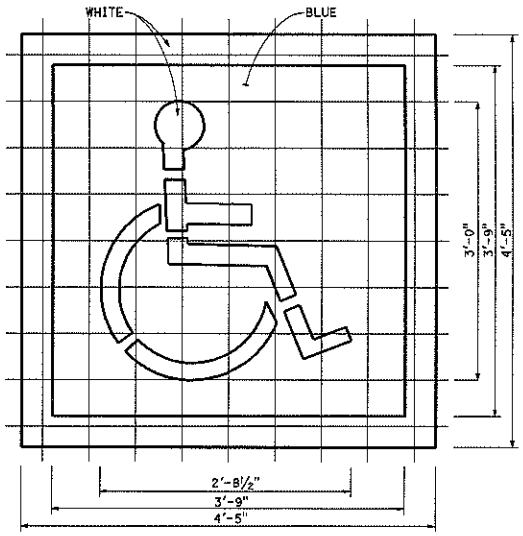
BIKE LANE SYMBOL
WITHOUT PERSON



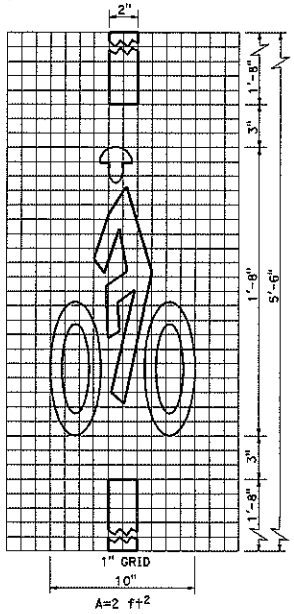
BIKE LANE SYMBOL
WITH PERSON



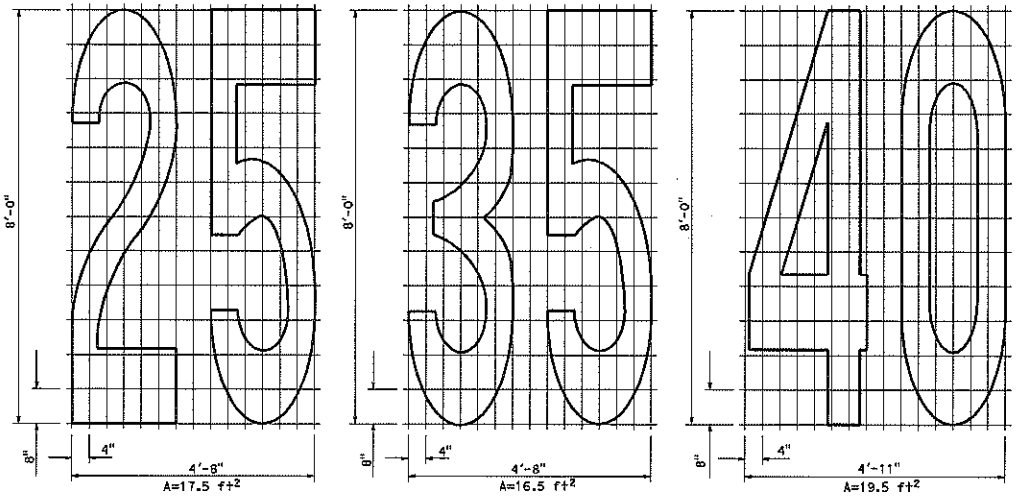
DIAMOND SYMBOL



INTERNATIONAL SYMBOL
OF ACCESSIBILITY (ISA) MARKING



BICYCLE LOOP
DETECTOR SYMBOL



NUMERALS

NOTE:

Minor variations in dimensions may be accepted by the Engineer.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
Roberta L. McLaughlin
C40375
Exp. 3-31-13
CIVIL
STATE OF CALIFORNIA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
SYMBOLS AND NUMERALS

NO SCALE

A24C

2010 STANDARD PLAN A24C

11-3-08

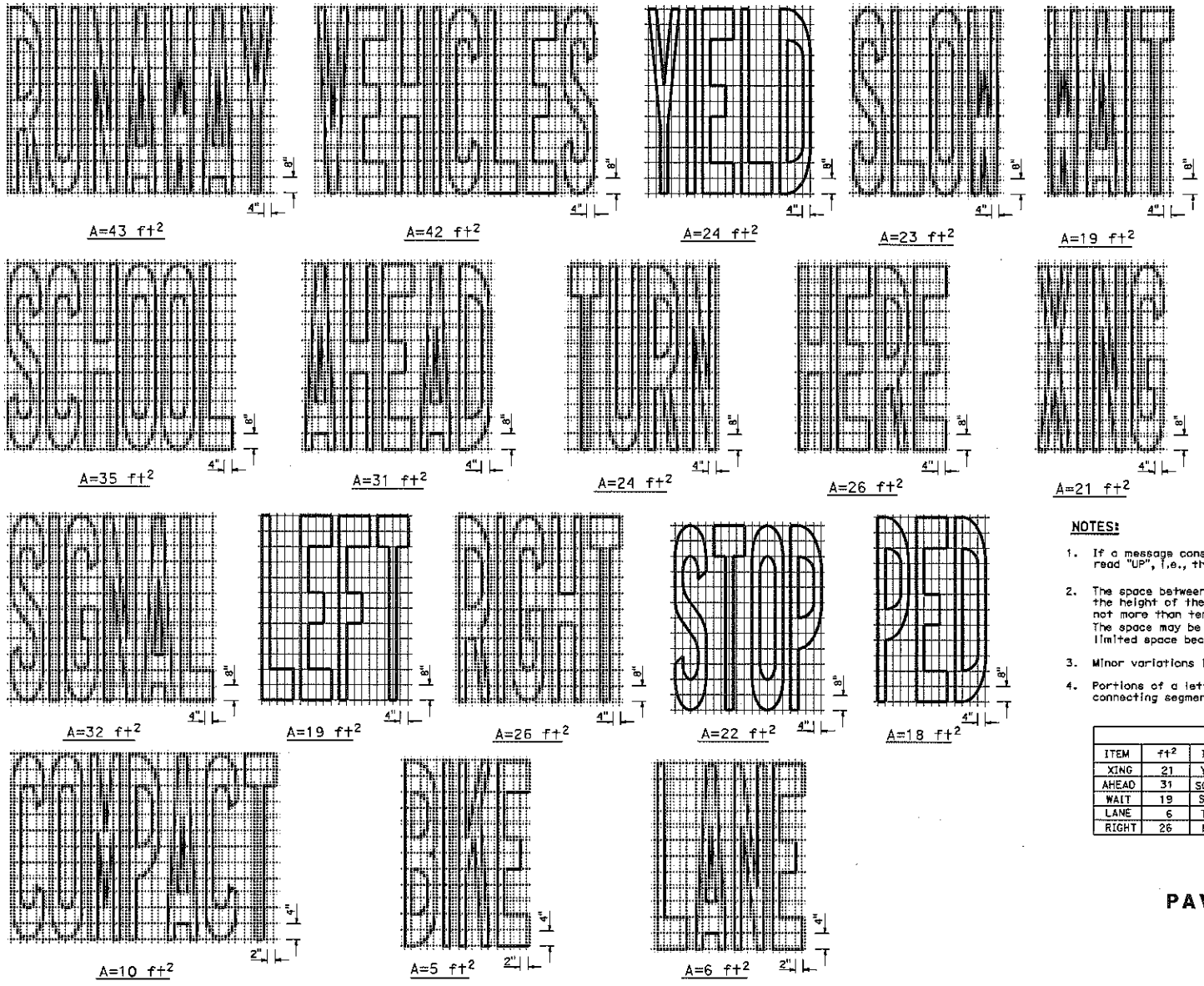
District	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER Roberto L. McLaughlin C40315 Exp. 3-31-13 CIVIL STATE OF CALIFORNIA



NOTES:

1. If a message consists of more than one word, it should read "UP", i.e., the first word should be nearest the driver.
2. The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

ITEM	ft²	ITEM	ft²	ITEM	ft²	ITEM	ft²
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

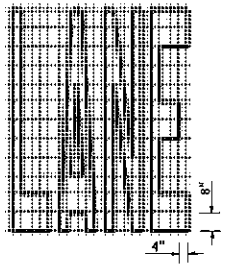
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS

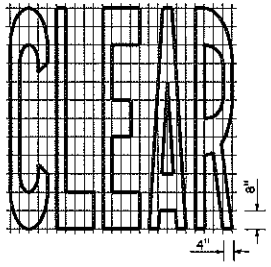
NO SCALE

A24D

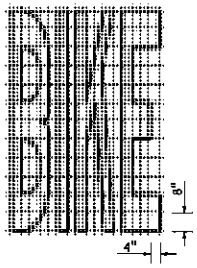
11-3-08



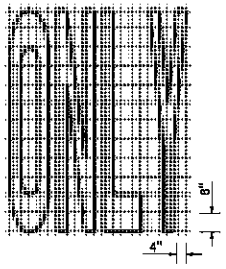
A=24 ft²



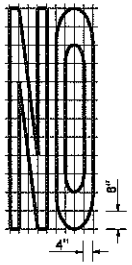
A=27 ft²



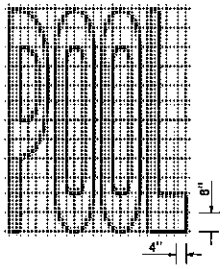
A=21 ft²



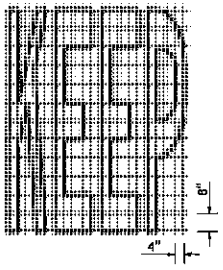
A=22 ft²



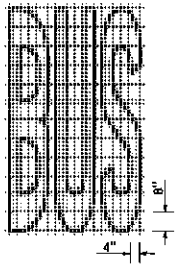
A=14 ft²



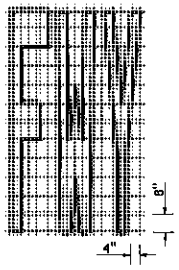
A=23 ft²



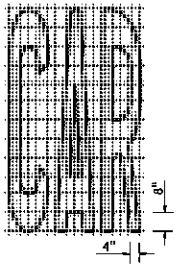
A=24 ft²



A=20 ft²

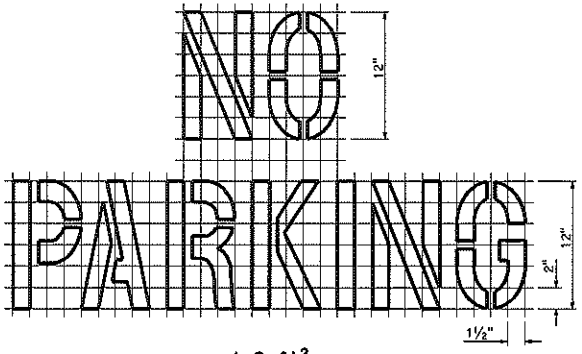


A=16 ft²



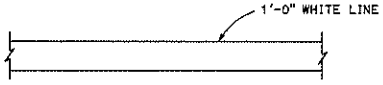
A=17 ft²

WORD MARKINGS			
ITEM	ft²	ITEM	ft²
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16



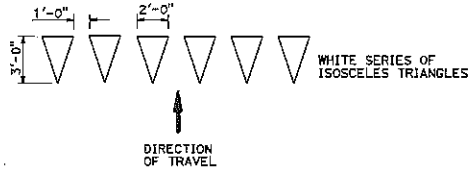
A=2 ft²

See Notes 6 and 7



CROSSWALK AND LIMIT LINE

See Note 5



YIELD LINE

NOTES:

1. If a message consists of more than one word, it should read "UP", i.e., the first word should be nearest the driver.
2. The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. Crosswalks contiguous to school grounds are to be 1'-0" yellow lines in place of 1'-0" white shown.
6. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
7. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER Roberta L. McLaughlin C40315 Exp. 3-31-13 CIVIL STATE OF CALIFORNIA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS AND CROSSWALKS

NO SCALE

A24E

2010 STANDARD PLAN A24E

11-3-08

District	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

Hector David Cordova
C41957
3-31-12
CIVIL
STATE OF CALIFORNIA
REGISTERED PROFESSIONAL ENGINEER

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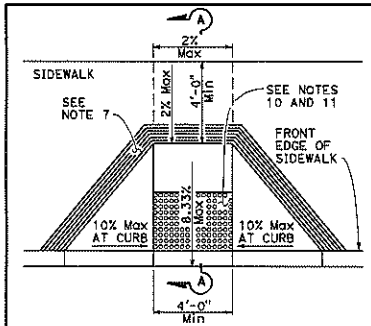
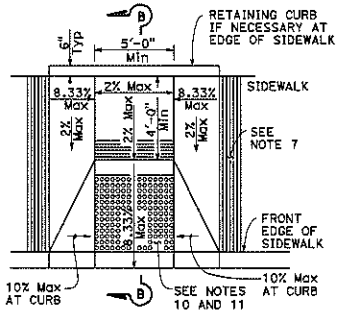
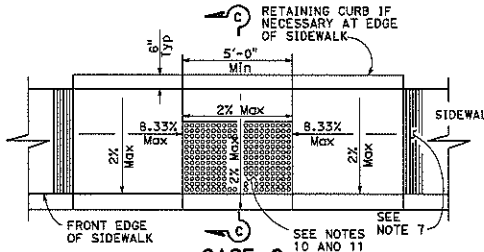


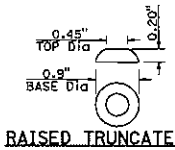
CASE A



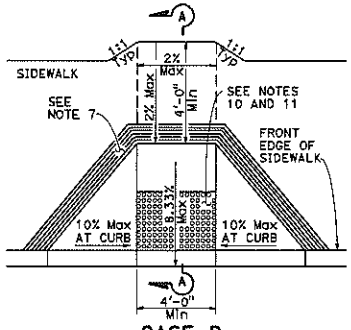
CASE B



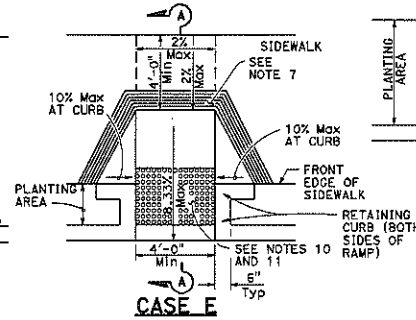
CASE C



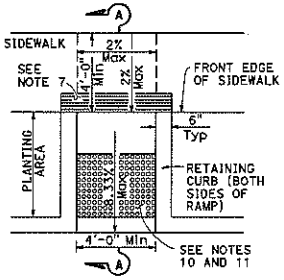
RAISED TRUNCATED DOME



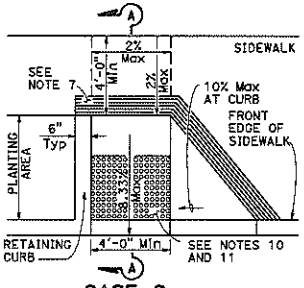
CASE D



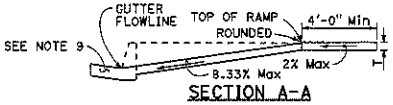
CASE E



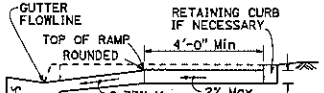
CASE F



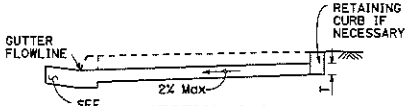
CASE G
See Note 4



SECTION A-A



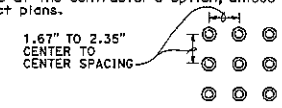
SECTION B-B
Depress entire sidewalk as required



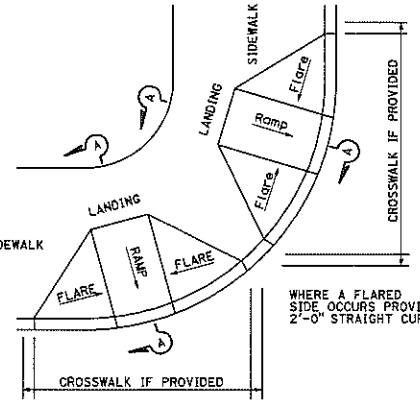
SECTION C-C

NOTES:

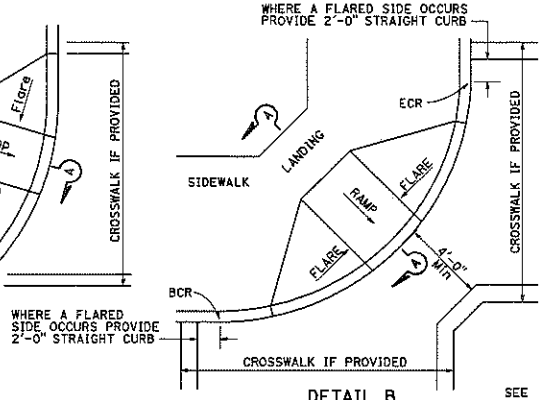
1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-0" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B, or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. If located on a curve, the sides of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-0".
6. Side slope of ramp flares vary uniformly from a maximum of 10% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The curb ramp shall be outlined, as shown, with a 1'-0" wide border with 1/2" grooves approximately 3/4" on center. See grooving detail.
8. Transitions from ramps and landing to walks, gutters or streets shall be flush and free of abrupt changes.
9. Maximum slopes of adjoining gutters, the road surface immediately adjacent to the curb ramp or accessible route shall not exceed 5 percent within 4'-0" of the top and bottom of the curb ramp.
10. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable Warning Surfaces shall conform to the details on this plan and the requirements in the Special Provisions.
11. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline.
12. Sidewalk and ramp thickness, "T", shall be 3 1/2" minimum.
13. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
14. For retrofit conditions, removal and replacement of curb apron will be at the Contractor's option, unless otherwise shown on project plans.



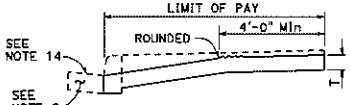
RAISED TRUNCATED DOME PATTERN (IN-LINE)
DETECTABLE WARNING SURFACE
See Note 10



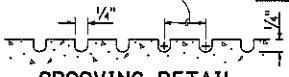
DETAIL A
TYPICAL TWO-RAMP CORNER INSTALLATION
See Note 1



DETAIL B
TYPICAL ONE-RAMP CORNER INSTALLATION
See Notes 1 and 3



RETROFIT DETAIL
Existing curb and sidewalk



GROOVING DETAIL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS

NO SCALE

A88A

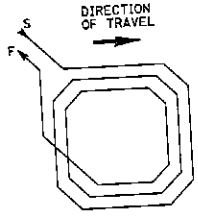
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED ELECTRICAL ENGINEER

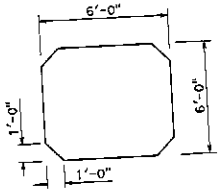
May 20, 2011
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER Jeffery G. McRae No. E14512 Exp. 6-30-12 ELECTRICAL STATE OF CALIFORNIA

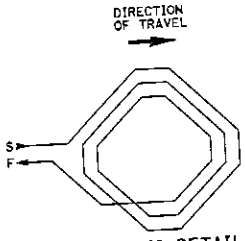


WINDING DETAIL

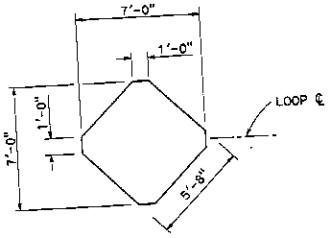


SAWCUT DETAIL

TYPE A LOOP DETECTOR CONFIGURATION

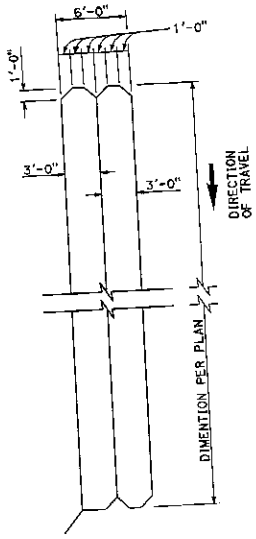


WINDING DETAIL



SAWCUT DETAIL

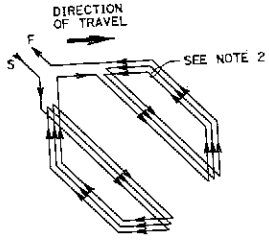
TYPE B LOOP DETECTOR CONFIGURATION



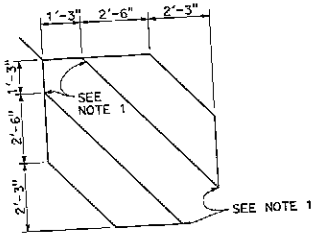
SAWCUT DETAIL

WINDING DETAIL

TYPE C LOOP DETECTOR CONFIGURATION

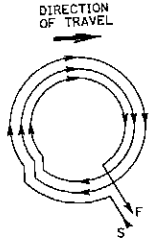


WINDING DETAIL

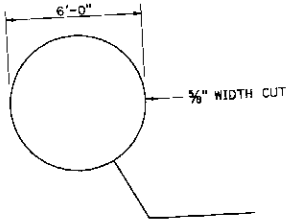


SAWCUT DETAIL

TYPE D LOOP DETECTOR CONFIGURATION

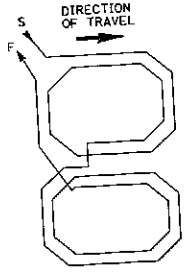


WINDING DETAIL

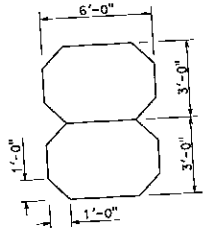


SAWCUT DETAIL

TYPE E LOOP DETECTOR CONFIGURATION

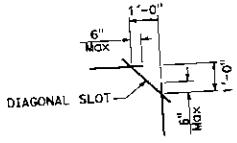


WINDING DETAIL



SAWCUT DETAIL

TYPE G LOOP DETECTOR CONFIGURATION



PLAN VIEW OF DIAGONAL SLOT AT CORNERS

NOTES:

1. Round corners of acute angle sawcuts to prevent damage to conductors.
2. Install 3 turns when only one Type D loop is on a sensor unit channel. Install 5 turns when one Type D loop is connected with 3 additional 6'-0" x 6'-0" loops on a sensor unit.
3. Typical distance separating loops from edge to edge is 10' for Type A, B and E installation in single lane.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (DETECTORS)

NO SCALE

ES-5B

10-5-09

2010 STANDARD PLAN ES-5B

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER Michael Jongen No. 44788 Exp. 03-31-12 CIVIL STATE OF CALIFORNIA

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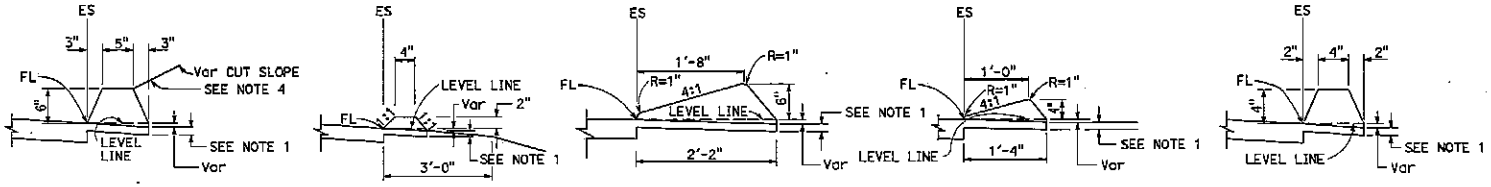


TYPE A
See Note 3

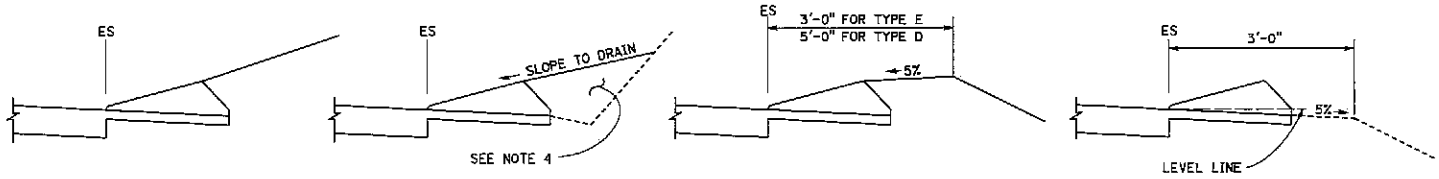
TYPE C

TYPE D

TYPE E

TYPE F
See Note 5

DIKES



CASE C-1
Cut Slope

CASE C-2
Cut Slope

CASE F

CASE R
See Note 2

TYPE D AND E BACKFILL DETAILS

NOTES:

1. For HMA shoulders only, extend top layer of HMA placed on the shoulder under dike with no joint at the ES. For projects with OGFC shoulders, do not extend OGFC under dike. See project plans for modified dike detail.
2. Case R applies to retrofit only projects where restrictive conditions do not provide enough width for Case F backfill.
3. Type A dike only to be used where restrictive slope conditions do not provide enough width to use Type D or Type E dike.
4. Fill and compact with excavated material to top of dike.
5. Use Type F dike, where dike is required with guard railing installations. See Standard Plan A77C4 for dike positioning details.

DIKE QUANTITIES

TYPE	CUBIC YARDS PER LINEAR FOOT
A	0.0135
C	0.0038
D	0.0293
E	0.0130
F	0.0066

Quantities based on 5% cross slope.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

HOT MIX ASPHALT DIKES

NO SCALE

A87B

3-30-10

2010 STANDARD PLAN A87B

2016 Pavement Maintenance Project

Bid Opening November 10, 2015

Estimated Quantities

BID ITEM NO.	BID ITEM	UNIT	DIG OUT Wolfe Rd (Vallco Pkwy to Stevens Creek)	DIG OUT McClellan Rd (September Dr to De Anza Blvd)	DIG OUT Stelling Rd (280 Stevens Creek Blvd)	OVERLAY Amistad Ct (Voss to End)	Overlay Bahl St (Vista Knoll to Ainsworth)	OVERLAY Baxley Ct (Linda Vista to End)	OVERLAY Bonny Dr (Pepper Tree Ln to McClellan Rd)	OVERLAY Caroline Dr (Maxine to Penninsular)	OVERLAY Carta Blanca (Vista Knoll to Ainsworth)	OVERLAY Carver (Tuggle to Pendergast)	OVERLAY Crestline (Shadowhill to Candlelight)	OVERLAY Cupertino Rd (Stevens Creek Blvd to Crescent Rd	OVERLAY Farralone (Bollinger to John)	OVERLAY Fitzgerald (Dempster to Stokes)	OVERLAY Hibiscus Ct (Hibiscus Dr to End)
		Area	**1827**	**10002**	**15227**	10515	23527	18135	54258	20773	32883	8470	31084	5851	32620	22678	7217
1	Traffic Control	LS				---	---	---	---	---	---	---			---	---	---
2	Leveling Course -No. 4 Hot Mix Asphalt Type A	TN	0	0	0	32	71	54	163	62	99	25	93	18	98	68	22
3	Leveling Course -3/8" Hot Mix Asphalt Type A	TN	0	0	0	0	0	0	0	0	0	0		0	0	0	0
4	Hot Mix Asphalt, 1/2" Maximum Type A	TN	69	250	381	134	300	231	692	265	419	108	396	75	416	289	92
5	Pavement Fabric	SY	0	0	0	1,084	2,473	1,894	5,724	2,176	3,463	892	3,256	607	3,447	2,401	759
6	Digout 4" AC	SY	0	1111	1692	0	0	0	0	0	0	0	0	0	0	0	0
7	Digout 6" AC	SY	203	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	Keycut A	LF	0	0	0	756	1,270	1,090	2,740	1,190	1,720	440	1,780	390	1,600	1,065	390
9	keycut B	LF	0	0	0	0	100	0	210	40	120	120	130	150	210	130	0
10	Keycut C	LF	0	0	0	0	0	0	0	0	0	0		0	0	0	0
11	Adjust Survey Monument Cover to Finish Grade	EA	0	0	0	1	2	5	8	2	2	0	2	1	2	3	2
12	Replace Monument Box	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	Lower Manhole Covers Prior to Cold Planing	EA	0	18	17	0	0	0	0	0	0	0	0	0	0	1	0
14	Lower Cleanout / Water / Gas Valve Cover Prior to Cold	EA	0	1	0	0	0	4	0	0	0	0	0	0	0	1	0
15	Adjust Manhole Covers to Finish Grade	EA	0	18	17	2	2	3	8	2	2	0	7	1	5	7	1
16	Adjust Cleanout / Water / Gas Valve Cover to Finish Gra	EA	0	1	0	2	2	4	2	0	2	0	3	2	1	2	1
17	Install Blue RPM's @ Fire Hydrant	EA	0	0	0	1	1	1	3	1	2	0	1	0	1	1	0
18	4" White Bike Buffer Lines (Thermo)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	8" White Hatch (Thermo)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	12" White Crosswalk/Limit Line (Thermo)	LF	0	0	0	0	0	20	20	0	0	0	0	115	30	35	0
21	12" Yellow Crosswalk (Thermo)	LF	0	0	0	0	0	0	120	0	0	0	0	0	115	0	0
22	24" White (Thermo)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	24" Yellow (Thermo)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	Striping Detail # 10 (Markers)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	Striping Detail # 22 (Thermo & Markers)	LF	0	0	0	0	0	0	106	0	0	0	0	0	0	0	0
26	Striping Detail # 23 (Markers)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	Striping Detail # 39 (Thermo)	LF	0	400	300	0	0	0	0	0	0	0	0	0	0	0	0
28	"Ahead Legend" Yellow (Pre-formed thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29	"KEEP" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	"CLEAR" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31	"STOP" Legend (Pre-formed Thermo)	EA	0	0	0	0	1	1	2	0	1	0	0	1	1	0	0
32	"SLOW" Legend (Pre-formed Thermo)	EA	0	0	0	0	1	0	1	0	1	0	0	0	0	0	0
33	"SCHOOL" Legend (Pre-formed Thermo)	EA	0	0	0	0	1	0	1	0	1	0	0	0	0	0	0
34	"XING" Legned (Pre-formed Thermo)	EA	0	0	0	0	1	0	1	0	1	0	0	0	0	0	0
35	"25" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	1	0	0	0	0	1	1	1	0
36	"YIELD" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
37	"BUMP" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
38	Colored Surface Treatment	SF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	Green Bike Lane (Pre-formed Thermo)	SF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40	Arrow Type IV (Pre-formed Thermo)	EA	0	2	4	0	0	0	0	0	0	0	0	0	0	0	0
41	Replace Traffic Signal Loops	EA	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0

2016 Pavement Maintenance Project

Bid Opening November 10, 2015

Estimated Quantities

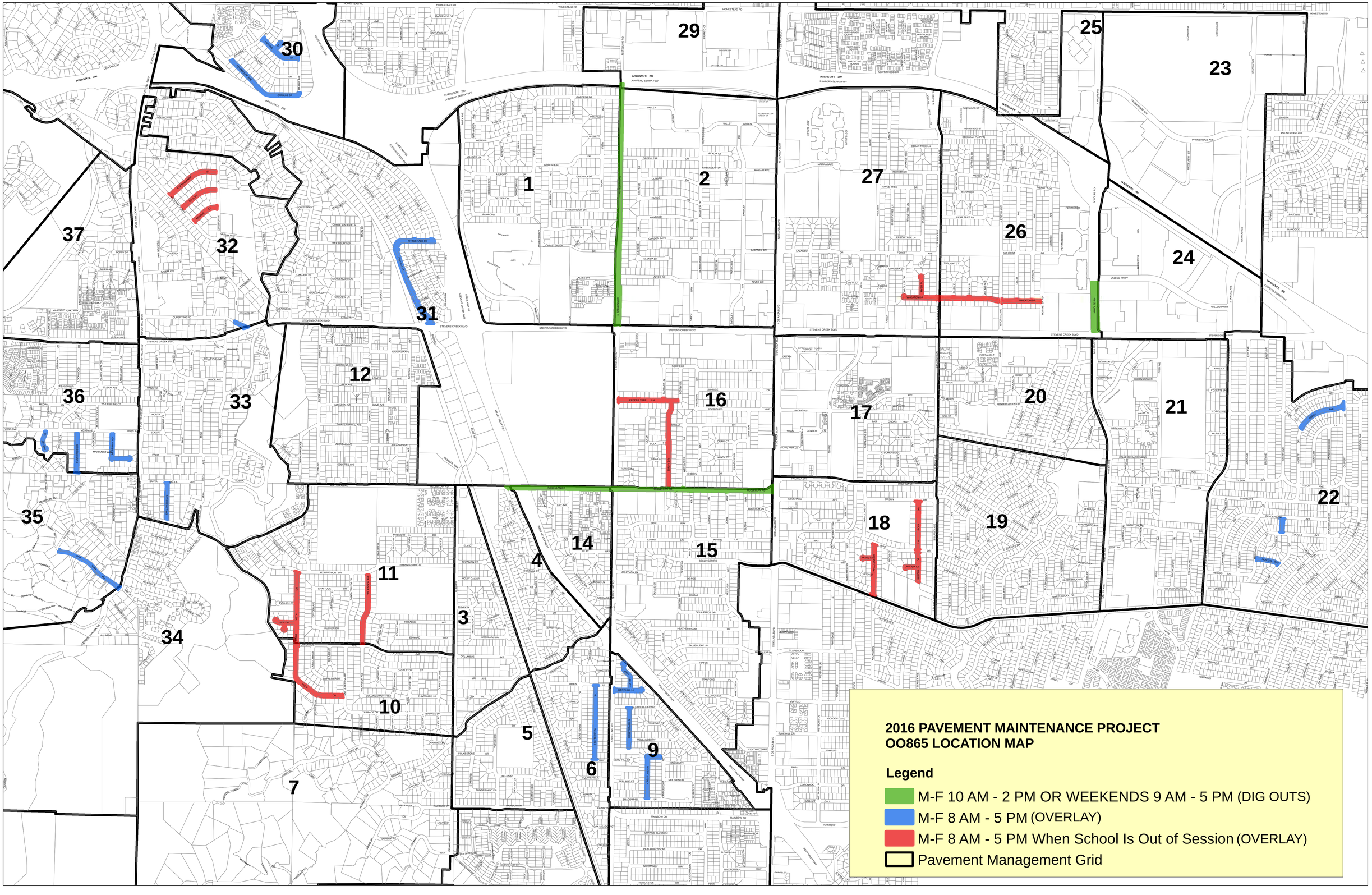
BID ITEM NO.	BID ITEM	UNIT	Hibiscus Dr (Barranca Dr to S End)	Hollyhead Ln (Squirewood to S End)	Hunter Way (Carver to Morengo)	Hunterston Pl (Robindell to Orion)	Kendle St (Vista Knoll to Ainsworth)	La Roda Ct (La Roda to End	La Roda Dr (Suison to End)	Linda Vista Dr (Santa Teresa AND Hyannisport	LOCKWOOD (ALCALDE TO VOSS)	Lorre (Moretti to Calvert)	MERRIMAN RD (VOSS TO END	MYER PL (WHEATON TO END)	PATRIC CT (FARALLONE TO END)	PENINSULA AVE (STEVENS CREEK TO FITZGERALD)	Peninsular (Caroline to Barranca)	Pepper Tree Ln (Stelling to Bonny)
			OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY
		Area	27089	22932	10066	41549	16891	7525	49792	99393	24545	32399	27312	12617	7303	66980	23041	38717
1	Traffic Control	LS	---	---	---	---	---	---	---	---	---	---	---	---	---	---		---
2	Leveling Course -No. 4 Hot Mix Asphalt Type A	TN	81	69	30	125	51	23	149	298	74	97	82	38	22	201	69	116
3	Leveling Course -3/8" Hot Mix Asphalt Type A	TN	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
4	Hot Mix Asphalt, 1/2" Maximum Type A	TN	345	292	128	530	215	96	635	1,267	313	413	348	161	93	854	294	494
5	Pavement Fabric	SY	2,861	2,404	1,027	4,342	1,779	781	5,250	10,481	2,583	3,418	2,869	1,318	767	7,116	2,387	4,094
6	Digout 4" AC	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
7	Digout 6" AC	SY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	Keycut A	LF	1,340	1,300	820	2,470	880	500	2,540	5,060	1,300	1,640	1,490	755	400	2,940	1,560	1,870
9	keycut B	LF	120	110	45	170	120	0	200	290	90	220	40	0	0	260	40	125
10	Keycut C	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	200	0	0
11	Adjust Survey Monument Cover to Finish Grade	EA	3	1	1	0	2	1	5	10	0	1	0	2	1	6	5	5
12	Replace Monument Box	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	Lower Manhole Covers Prior to Cold Planing	EA	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0
14	Lower Cleanout / Water / Gas Valve Cover Prior to Cold	EA	0	1	0	0	2	0	0	0	0	0	0	0	0	6	0	0
15	Adjust Manhole Covers to Finish Grade	EA	3	2	1	3	2	1	7	14	2	0	7	1	0	5	3	3
16	Adjust Cleanout / Water / Gas Valve Cover to Finish Gra	EA	0	2	0	0	2	0	0	0	0	0	0	0	1	0	0	0
17	Install Blue RPM's @ Fire Hydrant	EA	1	0	0	3	1	0	4	3	1	1	0	0	0	1	1	1
18	4" White Bike Buffer Lines (Thermo)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	8" White Hatch (Thermo)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	12" White Crosswalk/Limit Line (Thermo)	LF	0	0	0	0	30	0	25	150	0	40	0	0	0	465	0	85
21	12" Yellow Crosswalk (Thermo)	LF	0	0	0	0	0	0	200	0	0	0	0	0	0	0	0	0
22	24" White (Thermo)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	24" Yellow (Thermo)	LF	0	0	0	0	120	0	0	0	0	0	0	0	0	0	0	330
24	Striping Detail # 10 (Markers)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,200	0
25	Striping Detail # 22 (Thermo & Markers)	LF	0	0	0	0	0	0	0	200	0	0	0	0	0	0	100	250
26	Striping Detail # 23 (Markers)	LF	0	0	0	0	0	0	0	80	0	70	0	0	0	0	0	0
27	Striping Detail # 39 (Thermo)	LF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	"Ahead Legend" Yellow (Pre-formed thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
29	"KEEP" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
30	"CLEAR" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
31	"STOP" Legend (Pre-formed Thermo)	EA	0	0	0	0	1	0	0	2	0	1	0	0	0	2	0	0
32	"SLOW" Legend (Pre-formed Thermo)	EA	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2
33	"SCHOOL" Legend (Pre-formed Thermo)	EA	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2
34	"XING" Legned (Pre-formed Thermo)	EA	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2
35	"25" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
36	"YIELD" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
37	"BUMP" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0
38	Colored Surface Treatment	SF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
39	Green Bike Lane (Pre-formed Thermo)	SF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40	Arrow Type IV (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
41	Replace Traffic Signal Loops	EA	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	3

2016 Pavement Maintenance Project

Bid Opening November 10, 2015

Estimated Quantities

BID ITEM NO.	BID ITEM	UNIT	San Leandro Ave (McClellan Rd to Santa Paula)	San Juan Rd (Cordova and Stevens Creek)	West Hill Ct (West Hill Ln TO END)	WEST HILL LN (STELLING TO END)	WHEATON DR (PORTAL TO E END)	WHEATON DR (BLANEY TO N PORTAL)	WHEATON DR (W BLANEY TO CAROL LEE)	WILKINSON AVE (HYANNISPORT TO COLUMBUS)	S Stelling Rd /McCellan Rd (Green Bike Lanes)	Total Quantity
			OVERLAY	LEVELING	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	OVERLAY	STRIPING	
		Area	19734	26312	15519	17769	24964	38507	22582	42969		
1	Traffic Control	LS		---	---	---	---	---	---	---		1
2	Leveling Course -No. 4 Hot Mix Asphalt Type A	TN	59		47	53	75	116	68	129	0	2,875
3	Leveling Course -3/8" Hot Mix Asphalt Type A	TN		414	0	0	0	0	0	0	0	414
4	Hot Mix Asphalt, 1/2" Maximum Type A	TN	252		198	227	318	491	288	548	0	12,916
5	Pavement Fabric	SY	2,062	2,658	1,607	1,863	2,642	4,078	2,390	4,517	0	103,469
6	Digout 4" AC	SY	0	0	0	0	0	0	0	0	0	2,803
7	Digout 6" AC	SY	0	0	0	0	0	0	0	0	0	203
8	Keycut A	LF	1,180	2,390	1,055	1,000	1,186	1,802	1,070	2,316	0	53,295
9	keycut B	LF	0	100	0	60	290	190	100	80	0	3,860
10	Keycut C	LF	0	0	0	0	0	0	0	0	0	200
11	Adjust Survey Monument Cover to Finish Grade	EA	0	2	5	3	2	6	4	5	0	100
12	Replace Monument Box	EA	0	0	0	0	0	0	0	0	0	0
13	Lower Manhole Covers Prior to Cold Planing	EA	0	0	0	0	0	0	0	0	0	38
14	Lower Cleanout / Water / Gas Valve Cover Prior to Cold	EA	0	4	2	0	0	0	0	0	0	21
15	Adjust Manhole Covers to Finish Grade	EA	0	3	3	3	4	7	4	4	0	157
16	Adjust Cleanout / Water / Gas Valve Cover to Finish Gra	EA	1	5	3	0	0	1	0	0	0	37
17	Install Blue RPM's @ Fire Hydrant	EA	0	1	1	1	1	1	0	2	0	36
18	4" White Bike Buffer Lines (Thermo)	LF	0	0	0	0	0	0	0	0	1,750	1,750
19	8" White Hatch (Thermo)	LF	0	0	0	0	0	0	0	0	231	231
20	12" White Crosswalk/Limit Line (Thermo)	LF	0	20	0	40	100	140	30	145	0	1,490
21	12" Yellow Crosswalk (Thermo)	LF	0	0	0	0	0	0	0	0	0	435
22	24" White (Thermo)	LF	0	0	0	0	0	0	0	0	0	0
23	24" Yellow (Thermo)	LF	0	0	0	0	0	0	0	0	0	450
24	Striping Detail # 10 (Markers)	LF	0	0	0	0	0	0	0	0	0	1,200
25	Striping Detail # 22 (Thermo & Markers)	LF	0	300	0	0	0	40	0	50	0	1,046
26	Striping Detail # 23 (Markers)	LF	0	0	0	0	80	0	0	80	0	310
27	Striping Detail # 39 (Thermo)	LF	0	0	0	0	0	0	0	0	1,493	2,193
28	"Ahead Legend" Yellow (Pre-formed thermo)	EA	0	0	0	0	0	0	0	0	0	1
29	"KEEP" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	2
30	"CLEAR" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	2
31	"STOP" Legend (Pre-formed Thermo)	EA	0	1	0	1	1	1	1	2	0	20
32	"SLOW" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	6
33	"SCHOOL" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	6
34	"XING" Legned (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	6
35	"25" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	1	1	0	0	7
36	"YIELD" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	2
37	"BUMP" Legend (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	4
38	Colored Surface Treatment	SF	0	0	0	0	0	0	0	0	7,217	7,217
39	Green Bike Lane (Pre-formed Thermo)	SF	0	0	0	0	0	0	0	0	1,507	1,507
40	Arrow Type IV (Pre-formed Thermo)	EA	0	0	0	0	0	0	0	0	0	7
41	Replace Traffic Signal Loops	EA	0	0	0	0	0	0	0	0	0	17


2016 PAVEMENT MAINTENANCE PROJECT
OO865 LOCATION MAP
Legend
M-F 10 AM - 2 PM OR WEEKENDS 9 AM - 5 PM (DIG OUTS)
M-F 8 AM - 5 PM (OVERLAY)
M-F 8 AM - 5 PM When School Is Out of Session (OVERLAY)
Pavement Management Grid
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2016 PAVEMENT MAINTENANCE PROJECT
ATTACHMET A - WORK HOUR RESTRICTIONS

STREET NAME	FROM	TO	Work Hours	Treatment
AMISTAD CT	VOSS	END	M-F 8:00 AM to 5:00 PM	OVERLAY
BAHL ST	VISTA KNOLL	AINSWORTH	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
BAXLEY CT	LINDA VISTA	END	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
BONNY DR	PEPPER TREE	MC CLELLAN	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
CAROLINE DR	MAXINE	PENNINSULAR	M-F 8:00 AM to 5:00 PM	OVERLAY
CARTA BLANCA ST	VISTA KNOLL	AINSWORTH	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
CARVER DR	TUGGLE	PENDERGAST	M-F 8:00 AM to 5:00 PM	OVERLAY
CRESTLINE DR	SHADOWHILL	CANDLELIGHT	M-F 8:00 AM to 5:00 PM	OVERLAY
CUPERTINO RD	CRESCENT	STEVENS CREEK	M-F 8:00 AM to 5:00 PM	OVERLAY
FARALLONE DR	BOLLINGER	JOHN	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
FITZGERALD DR	STOKES AV	DEMPSTER	M-F 8:00 AM to 5:00 PM	OVERLAY
HIBISCUS CT	HIBUSCUS DR	END	M-F 8:00 AM to 5:00 PM	OVERLAY
HIBISCUS DR	BARRANCA	MAXINE	M-F 8:00 AM to 5:00 PM	OVERLAY
HOLLYHEAD LN	SQUIREWOOD	END	M-F 8:00 AM to 5:00 PM	OVERLAY
HUNTER WY	MORENGO	CARVER	M-F 8:00 AM to 5:00 PM	OVERLAY
HUNTERSTON PL	ROBINDELL	ORION	M-F 8:00 AM to 5:00 PM	OVERLAY
KENDLE ST	VISTA KNOLL	AINSWORTH	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
LA RODA CT	LA RODA	END	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
LA RODA DR	SUISUN	END	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
LINDA VISTA DR	SANTA TERESA	HYANNISPORT	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
LOCKWOOD DR	ALCALDE	VOSS	M-F 8:00 AM to 5:00 PM	OVERLAY
LOREE AVE	MORETTI	CALVERT	M-F 8:00 AM to 5:00 PM	OVERLAY
MCCLELLAN RD	SEPTEMBER DR	DE ANZA BLVD	M-F 10:00 AM to 2:00 PM or Weekends	DIG OUTS
MERRIMAN RD	VOSS	END	M-F 8:00 AM to 5:00 PM	OVERLAY
MYER PL	WHEATON	END	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
PATRIC CT	FARALLONE	END	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
PENINSULA AVE	STEVENS CREEK	FITZGERALD	M-F 8:00 AM to 5:00 PM	OVERLAY
PENNINSULAR AVE	CAROLINE	BARRANCA	M-F 8:00 AM to 5:00 PM	OVERLAY
PEPPER TREE LN	STELLING	BONNY	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
SAN LEANDRO AVE	MCCLELLAN	SANTA PAULA	M-F 8:00 AM to 5:00 PM	OVERLAY
SAN JUAN RD	CORDOVA	STEVENS CANYON	M-F 8:00 AM to 5:00 PM	LEVELING
STELLING RD	I-280 BRIDGE	STEVENS CREEK BLVD	M-F 10:00 AM to 2:00 PM or Weekends	DIG OUTS
WEST HILL CT	WESTHILL	END	M-F 8:00 AM to 5:00 PM	OVERLAY
WEST HILL LN	STELLING	END	M-F 8:00 AM to 5:00 PM	OVERLAY
WOLFE RD	VALLCO PKWY	STEVENS CREEK BLVD	M-F 10:00 AM to 2:00 PM or Weekends	DIG OUTS
WHEATON DR	PORTAL	EAST (END)	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
WHEATON DR	BLANEY	N PORTAL	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
WHEATON DR	W BLANEY	CAROL LEE	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY
WILKINSON AVE	HYANNISPORT	COLUMBUS	**M-F 8:00 AM to 5:00 PM when school is out of session**	OVERLAY