



DOCUMENT 00001

**PUBLIC WORKS DEPARTMENT
10300 TORRE AVENUE
CUPERTINO, CALIFORNIA 95014**

PROJECT MANUAL

FOR THE

**McCLELLAN RANCH WEST
SIMMS HOUSE REMOVAL**

Bid Date:

Tuesday, December 15, 2015

Project Number: 2016-06

File No.: 92,022.16

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DOCUMENT 00002

SIGNATURE PAGE

PROJECT MANUAL FOR

McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL

PROJECT NO. 2016-06

REVIEWED BY:



Alex Acenas
Public Works Project Manager

APPROVED BY:



Timm Borden, P.E.
Director of Public Works

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PROJECT DIRECTORY

Project Name: McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL

Project Number: 2016-06

Location: 22241 McClellan Rd.
Cupertino, CA 95014

City Representative:

City of Cupertino
Alex Acenas, Public Works Project Manager
Public Works Department
10300 Torre Avenue
Cupertino, CA 95014
PH: 408-777-3232
FX: 408-777-3333
e-mail: alexa@cupertino.org

Address for Stop Notices/Lien Notices:

City of Cupertino
Alex Acenas, Public Works Project Manager
Public Works Department
10300 Torre Avenue
Cupertino, CA 95014
PH: 408-777-3232
FX: 408-777-3333
e-mail: alexa@cupertino.org

Engineer of Record:

Underwood and Rosenblum, Inc.
Attn: Frank Rosenblum
1630 Oakland Rd., Suite A114
San Jose, CA 95131
PH: (408) 453-1222

Construction Management:

to be determined

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SEALS PAGE

The Technical Specifications and Plans have been prepared by or under the direction of the following Registered Persons. All other sections have been prepared by the City in conjunction with the Technical Specifications contained herein and the Plans that are a part of the Contract Documents.



Frank M. Rosenblum
Underwood & Rosenblum, Inc.

Registered Professional Engineer No. 42857
Expires 3/31/2016



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Soils Analysis Reports by Carter Analytical Laboratory, Inc. and Sequoia Analytical, c. 1990

Procedure Checklist for Demolition Permits, City of Cupertino

Letter from PG&E confirming removal of gas and electric services at 22241 McClellan Road

Historic Structure Assessment (DPR 523) for 22241 McClellan Road

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Work Plan for Abatement of Asbestos-Containing Material and Deteriorated Lead-based Paint Stabilization for 22241 McClellan Road

Mitigation Monitoring and Reporting Plan, excerpted from the “Stevens Creek Corridor Park Master Plan and Restoration Plan Initial Study”, c. 2006

END OF SECTION

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.

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CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
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CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
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CALTRANS/CITY CROSS-REFERENCE TABLE

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7-1.01B	Fair Labor Standards Act			Fair Labor Standard Act of 1938
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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
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7-1.08	Public Convenience	00700	6.9	General Conditions : Public Safety and Traffic Control
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CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
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7-1.12B(3)	Workers' Compensation and Employer's Liability Insurance	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
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CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
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7-1.20	Personal Liability	00700	6.29 & 6.30	General Conditions : Interest of Public Officers & Limit of Liability
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7-1.22	Material Plants	00700	6.4	General Conditions : Prevailing Wages
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8-1.06	Time of Completion	00520 & 00700	4.12	Contract & General Conditions : Substantial Completion, Final Completion and Final Acceptance
8-1.07	Liquidated Damages	00520 & 00700	7.6	Contract & General Conditions : Liquidated Damages
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CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
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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
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

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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 2016-06
McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL**

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”** before **2:00 p.m. on Tuesday, December 15, 2015 in the City Clerk’s Office** in City Hall, 10300 Torre Avenue. City’s representative will call out the designated time in the Office of the City Clerk stating that the period for accepting Bids is closed. Bids will be publicly read at 2:05 p.m. in the City Hall lobby. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).
2. **CONTACT INFORMATION:**
Public Works Department
408 777 3354 general
408 777 3333 fax
capitalprojects@cupertino.org
City Hall, 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 includes building demolition, site clearing, grading and other pertinent work as necessary to prosecute the work as shown on the approved plans and specified in the project specifications.
5. **CONTRACT TIME:** A notice to proceed is anticipated to be issued by or before January 22, 2016. Work shall be finally completed by or before February 26, 2016.
6. **REQUIRED CONTRACTOR’S LICENSE:** A **California Class “A” General Engineering or “B” General Building** 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**
 - 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 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.

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 Lieu 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. **NON-MANDATORY PRE-BID CONFERENCE:** City will conduct a Non-mandatory Pre-Bid Conference at **10:00 AM on Thursday, December 3, 2015** at the site. Any Bidder wishing to investigate subsurface conditions at the site must schedule such a visit with the City in accordance with Document 00200 (Instructions to Bidders).
12. **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 e-mail to: capitalprojects@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.
13. **BID PREPARATION COST:** Bidders are solely responsible for the cost of plan and specification printing and preparing their Bids.
14. **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.
15. **PORTION OF WORK PERFORMED BY THE CONTRACTOR:** The Contractor shall perform no less than 20% of the Work, excluding Specialty Items, with its own organization. Specialty Items will be identified on the Bid Form.

CITY OF CUPERTINO

By: 
City Clerk

To be published in the Cupertino Courier on November 20, 2015

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

Bids are requested for a general construction contract, or work described in general, as follows:

McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL

1. **RECEIPT OF BIDS.** Sealed Bids will be received by the City at City’s office (see paragraph 2 below) on **the date shown in the Advertisement for Bids**. City will receive Bids in two separate opaque sealed 10” x 13” envelopes, labeled **Envelope “A”** and **Envelope “B”** each containing the respective items described in paragraphs 4 and 5 below. All Bid envelopes will be time stamped to reflect their submittal time. **Envelope “A” and Envelope “B” shall be due before 2:00 p.m.** as determined by the clock on the wall of the office of the City Clerk. Bids will be publicly read at 2:05 p.m. in the City Hall lobby. City will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.
2. **CONTACT INFORMATION.**

Mailing address:
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

City’s Authorized Representative:
Alex Acenas, Public Works Project Manager

Telephone:
(408) 777-3232

Emails:
alex@cupertino.org

Fax:
(408) 777-3333
3. **BID SUBMISSION.** Bidder should mark its Bid envelopes as **BID FOR THE CITY, PROJECT NUMBER 2016-06, McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL** Envelope “A” or “Envelope “B,” as appropriate. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City made as part of Bid evaluation process after submission of Bid. Bidder’s failure to submit all required documents strictly as required entitles City to reject the Bid as non-responsive.
4. **CONTENTS OF ENVELOPE “A” - BID PRICE.** Envelope “A” shall include:
 - a. Document 00400 (Bid Form) completed in accordance with paragraph 6 of this Document 00200.
 - b. Bid security supplied and completed in accordance with paragraph 7 of this Document 00200.
 - c. Document 00430 (Subcontractors List) in accordance with paragraph 8 of this Document 00200.
 - d. Document 00460 (Schedule of Major Equipment and Material Suppliers). Bidder must complete this form as indicated. If included in Documents.
 - e. Document 00481 (Non-Collusion Affidavit).

- 5. CONTENTS OF ENVELOPE “B” – BIDDER STATEMENT OF QUALIFICATIONS.** Envelope “B” shall include:
- a. Document 00450 (Statement of Qualifications for Construction Work) submitted in accordance with paragraph 9 of this Document 00200.
 - b. Document 00482 (Bidder Certifications). Bidder must complete this form as indicated.
- 6. REQUIRED BID FORMS.** All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation Document 00400 (Bid Form), Document 00430 (Subcontractors List), Document 00450 (Statement of Qualifications for Construction Work), Document 00460 (Schedule of Major Equipment and Material Suppliers), Document 00481 (Non-Collusion Affidavit), and Document 00482 (Bidders Certifications). City will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. Bidder must completely fill out all forms required for the bid. 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 Base 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. NON-MANDATORY PRE-BID CONFERENCE:** City will conduct a Non-Mandatory Pre-Bid Conference at the time, date and location listed in the Document 00100, Advertisement for Bids.

Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, tests, or studies at this Site, must schedule the visit with the City by giving the City at least seven (7) days written notice. Additionally, any such Bidder must deliver an executed Document 00210 (Indemnity and Release Agreement) and provide an insurance certificate as described therein by noon of the Day prior to the examination.

Bidders who intend only to observe existing Site conditions and not conduct subsurface examinations are not required to provide an executed Document 00210 (Indemnity and Release Agreement) or an insurance certificate, but are requested to contact the Public Works Department to arrange for access to the fenced site.

Bidders are encouraged to submit written questions in connection with the Site Visit. City will transmit to all parties recorded, as having received Bidding Documents such Addenda, as City, in its discretion, considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. Other Pre-Bid Meetings may be scheduled at City's sole discretion, depending on staff availability.

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. Document 00320 (Geotechnical Data and Existing Conditions) applies to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground. Some information is included in the Appendix for Information Only.
13. **ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to City (Attention: City's Authorized Representative) 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 Bidding Documents CD. 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. Once the lowest bidder has been identified in the preceding 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 represent the lowest total price for the particular items chosen. All Bidders are required to submit Bids on all Bid items including any and all Alternates 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**
 - 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.
- 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: City's Authorized Representative), 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.

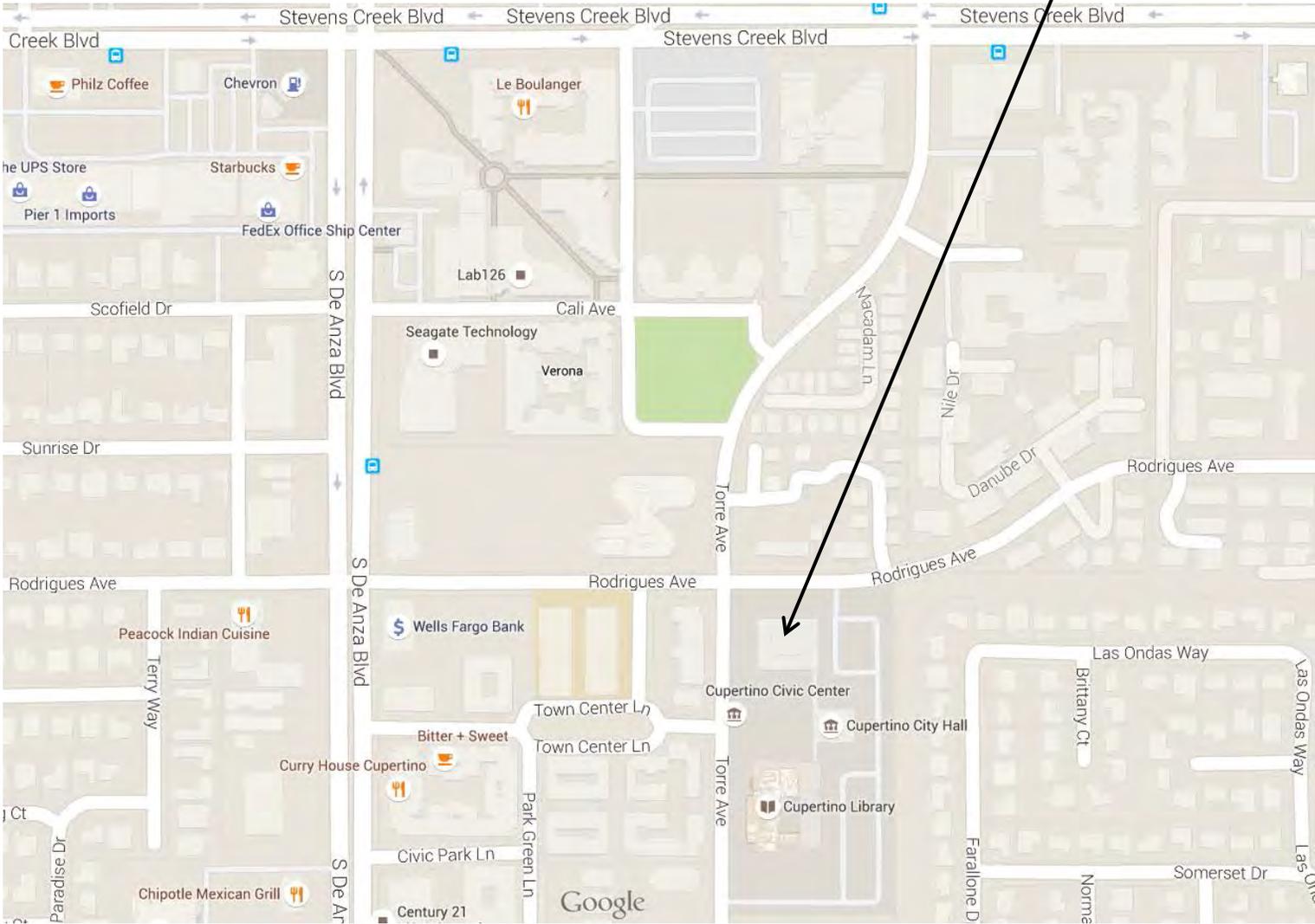
- 24. FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder, to whom Contract is awarded shall, within the period described in paragraph 23a of this Document 00200, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, 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

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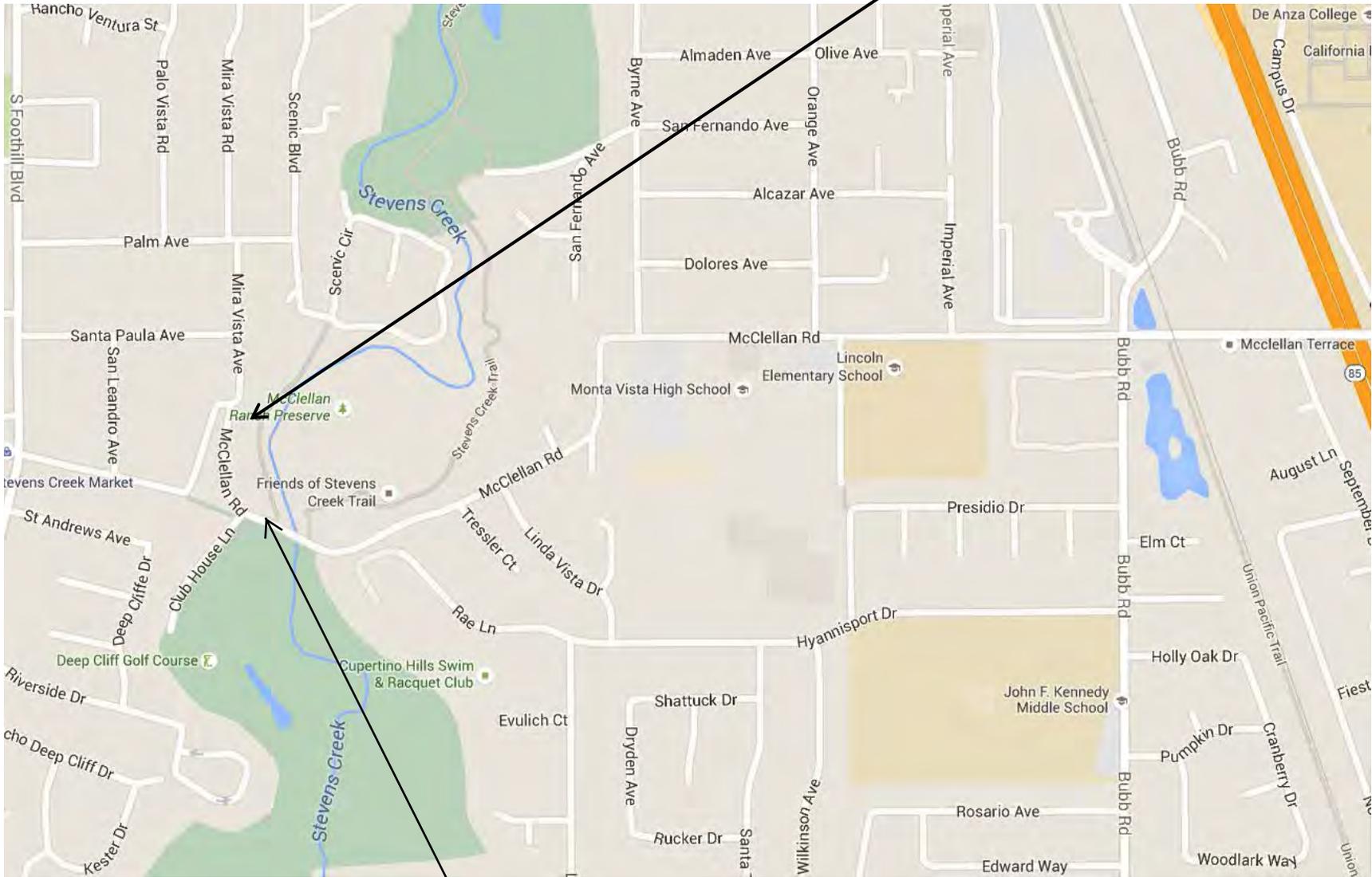
BID SUBMITTAL MAP

City Hall, 10300 Torre Ave.



SITE MAP

Simms House, 22241 McClellan Rd.



Site Entrance

DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

CITY: THE CITY OF CUPERTINO

SITE: 22241 McClellan Rd., Cupertino, CA 95014

PROJECT: **McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL**

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, and comply with and be subject to all other requirements and obligations described or referenced in Document 00320 (Geotechnical Data and Existing Conditions).
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

By: _____
Signature

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

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

END OF DOCUMENT

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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 2016-06
McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL**

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. Bidder attended the non-mandatory Pre-Bid Meeting.

YES ____ NO ____
6. 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).
7. The undersigned Bidder understands that City reserves the right to reject this Bid.
8. 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).
9. 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 Base 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

All Bid items, including lump sums and unit prices, must be filled in completely. Allowances and Alternative Bid items are described in Document 00800 (Special Conditions). Quote in figures only, unless words are specifically requested. **Please Note that time extensions will NOT be permitted with the acceptance of any or all of the Alternative Bid Items listed below.**

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Demolish the Simms House, clear and grade the site as shown in the plans and specifications	LS	1		
TOTAL BID PRICE					

SCHEDULE OF ALTERNATES: None

Unit Legend

- | | |
|---------------------------|------------------|
| LS = Lump Sum | AL = Allowance |
| EA = Each | SF = Square Feet |
| LF = Linear Feet | |
| TON = Ton or 2,000 Pounds | |
| CY = Cubic Yards | |
| LB = Pounds | |

Contractor's Name: _____

Project No. 2016-06

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

Bidder hereby 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: _____.

DIR Registration No.: _____

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

This page is intentionally left blank.

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 No. 2016-06; McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL**

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 _____, 20 ____.

(Corporate Seal)

By

Principal

Surety

(Corporate Seal)

By

Attorney in Fact

END OF DOCUMENT

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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 Base Bid or ten thousand dollars (\$10,000), whichever is greater, 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.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor’s License No.	DIR Registration Number

Attach additional sheets if necessary

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.

END OF DOCUMENT

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS

FOR

McCLELLAN RANCH WEST - SIMMS HOUSE REMOVAL

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 Bidder's 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 Bidder.**
- 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 work 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 also 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 and all correspondence and written questions submitted with the Bid. All submissions not opened will remain sealed and eventually be returned to the submitter.

Upon receipt of a request for copies of records regarding this Bid, City will notify Bidder involved within ten calendar 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.

Information disclosed in the Statement of Qualifications and the attendant submissions are the property of City.

**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 five years, completed three projects, which includes at least one public project, of similar nature and complexity, with a contract amount of at least \$150,000 each?
Yes _____ No _____

3. Does Bidder possess a current and active California Class "A" General Engineering or "B" General Building 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.**

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

Provide information regarding the required Performance and Payment Bonds 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. The surety will agree 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.

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

Provide information regarding the required Insurance, 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).

Insurance verification – provide the following required information: **Fill out this form completely.**

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: _____

Excess Liability (if Bidder has any):

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. **Bidder must have completed within the last five years at least three contracts, which includes at least one public project, with a value of at least \$150,000 each.**

Similar projects would each include several of the following elements:

- Building demolition
- Earthwork

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

Project No. 1, of similar nature and complexity, at or above \$ 150,000 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 Similar to Project: _____

Project No. 2, of similar nature and complexity, at or above \$ 150,000 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 Similar to Project: _____

Project No. 3, of similar nature and complexity, at or above \$ 150,000 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 Similar to Project: _____

BIDDER'S PROPOSED KEY PERSONNEL

Bidder shall provide 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

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66DOCUMENT 00482

BIDDER CERTIFICATIONS

CITY OF CUPERTINO

McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL

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: _____, 20

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR:

**McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL
PROJECT NO. 2016-06**

The Contract Sum of your contract is _____

_____ Dollars (\$_____).

1. Three copies of each of the proposed Contract Documents (except Specifications and Drawings) accompany this Notice of Award.
2. You must comply with the following conditions precedent by 5:00 p.m. of the 10th Calendar Day following the date of this Notice of Award, that is, by _____, _____ .
 - a. Deliver to City three fully executed counterparts of Document 00520 (Contract). Each of the Contract Documents must bear your signature on the cover page.
 - b. Deliver to City three original Document 00610 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to City three original Document 00620 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to City three original set of the insurance certificates from Document 00530 (Insurance Forms) with endorsements required under Document 00700 (General Conditions).
 - e. Deliver to City three original copies of Document 00630 (Guaranty), each executed by you.
3. Failure to comply with these conditions within the time specified will entitle City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in paragraph 2 of this Document 00510, City will return to you one fully signed counterpart of Document 00520 (Contract) with the Contract Documents.
5. Upon commencement of the Work, you and each of your Subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

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

BY: _____

ITS: _____

AWARDED _____

END OF DOCUMENT

DOCUMENT 00520

CONTRACT

THIS CONTRACT, dated this ____ day of _____, 20 ____, by and between _____
[Name of Contractor] whose place of business is located at _____,
 _____, **[Address of Contractor]** (“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 _____, 20__ awarded to Contractor the following Project:

PROJECT NUMBER 2016-06
McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL

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 Alex Acenas 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 City has designated Underwood and Rosenblum, Inc. as the project Engineer. City may change the identity of the Consultant at any time with notice and without liability to Contractor.
- 2.3 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 Conditions) by February 26, 2015.

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 Conditions), 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 **\$2,000** for each Calendar Day that expires after the time specified herein for Contractor to achieve **Final Completion** of the entire Work as specified above.
- 3.2.2 **\$3,000** for each occurrence of a violation of Document 00800, Section 1.7 **WORK DAYS AND HOURS**.
- 3.2.3 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.

Contractor should be aware that California Department of Fish and Game, and other State and Federal agencies, may also levy fines and penalties for the harming, harassing or killing of protected wildlife and endangered species. Contractor hereby agrees to become familiar with and adhere to wildlife and endangered species protection requirements.

- 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, which are identified in Document 00320 (Geotechnical Data, Hazardous Materials Surveys and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) 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 Conditions); 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 00400 Bid Form
- Document 00430 Subcontractors List
- Document 00450 Statement of Qualifications
- Document 00481 Non-Collusion Affidavit
- Document 00482 Bidder Certifications
- Document 00510 Notice of Award
- Document 00520 Contract
- Document 00530 Insurance Forms
- Document 00550 Notice to Proceed
- 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 00680 Escrow Agreement for Security Deposit in Lieu of Retention
- Document 00700 General Conditions
- Document 00800 Special Conditions
- Document 00820 Special Environmental Conditions
- Document 00821 Insurance
- Document 00822 Apprenticeship Program
- Technical Specification/Special Provisions
- Addenda(s)
- Drawings/Plans

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. Document 00320 (Geotechnical Data, Hazardous Material Surveys and Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms used in this Contract are defined in Document 00700 (General Conditions) 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.

McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL

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

CONTRACTOR:
[_ Contractor’s name _]

Attest:

By: _____
[Signature]

City Clerk: Grace Schmidt

[Please print name here]

Approved as to form by City Attorney:

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

City Attorney: Carol Korade

By: _____
[Signature]

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

[Please print name here]

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

Dated: _____

State Contractor’s License No. Classification

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

Expiration Date

Designated Representative:

Taxpayer ID No. _____

Name: Timm Borden

Name: _____

Title: Director of Public Works

Title: _____

Address: 10300 Torre Ave., Cupertino, CA 95014

Address: _____

Phone: 408-777-3354

Phone: _____

Facsimile: 408-777-3333

Facsimile: _____

AMOUNT: \$
ACCOUNT NUMBER: 420-99-020-900-905-MRW 001-03-01
FILE NO.: 92,022.16

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

END OF DOCUMENT

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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.

(Contractor's Name)

By:_____

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	* Statutory Min.		
_____	* Employer's Liability		
(name of insurer)		\$ _____	\$ _____

Insurance Company's State License No. _____

=====

Check Policy Type:	Each Occurrence	\$ _____
COMPREHENSIVE GENERAL LIABILITY		
<input type="checkbox"/> Premises/Operations	General Aggregate (if applicable)	\$ _____
<input type="checkbox"/> Owners & Contractors Protective	Aggregate	\$ _____
<input type="checkbox"/> Contractual for Specific Contract	Personal Injury	\$ _____
<input type="checkbox"/> Products Liability		
<input type="checkbox"/> XCU Hazards		
<input type="checkbox"/> Broad Form P.D.	Fire Damage (any one fire)	\$ _____
<input type="checkbox"/> Severability of Interest Clause		
<input type="checkbox"/> Personal Injury with Employee Exclusion Removed or	Medical Expense (any one person) Self-Insured	\$ _____
COMMERCIAL GENERAL LIABILITY	Retention	\$ _____

_____ (name of insurer)

Policy No. _____ Expiration Date _____

AUTOMOTIVE/VEHICLE LIABILITY
Commercial Form
Liability Coverage

BODILY INJURY
Each Person
\$ _____
Each Accident

PROPERTY DAMAGE
Each Accident
\$ _____

(name of insurer)

\$ _____ 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: _____

(agent's initial) A copy of all Endorsements to the policy(ies) which in any way 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: _____
Address: _____

Title: _____
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: _____

END OF DOCUMENT

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DOCUMENT 00550

NOTICE TO PROCEED

Dated: _____

To: _____
(Contractor)

Address: _____

CONTRACT FOR:

McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL

You are notified that the Contract Time under the above Contract will commence to run on _____ 20____. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of Document 00520 (Contract), the dates of Substantial Completion and Final Completion for the entire Work are _____, 20 , and _____, 20 , respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information, and comply with all requests of the City’s safety officer.
2. Submit copies of applicable permits
3. Submit approved fire protection plan, if applicable
4. Attend preconstruction conference. The preconstruction conference may be arranged through [_____].

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

By : _____

Its: _____

END OF DOCUMENT

This page is intentionally left blank.

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

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

**McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL
PROJECT NUMBER 2016-06**

at Cupertino, California.

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

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
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

This page is intentionally left blank.

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

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

**McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL
PROJECT NUMBER 2016-06**

at Cupertino, California.

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

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
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 Contract, 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

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DOCUMENT 00630

GUARANTY

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

McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL
PROJECT NUMBER 2016-06
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

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DOCUMENT 00650

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
McCLELLAN RANCH WEST - SIMMS HOUSE REMOVAL
PROJECT NUMBER 2016-06**

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:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[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

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DOCUMENT 00660

SUBSTITUTION REQUEST FORM

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

Project: **McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL**

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:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____
_____	_____	_____

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]

For Use by City:

____ Accepted _____ Accepted as Noted

Signature

____ Not Accepted _____ Received Too Late

Name

By: _____
City's Representative

Date: _____

Address

Remarks: _____

City/State/Zip

Telephone: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
P.C.C. §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 20__, by and between the CITY OF CUPERTINO, a Municipal Corporation of the State of California (hereinafter "City"), whose address is 10300 Torre Avenue, Cupertino, California 95014; _____ ("Contractor"), whose place of business is located at _____; and [City, as escrow agent ...OR... [____], a state or federally chartered bank in the State of California, whose place of business is located at _____] ("Escrow Agent").

For the consideration hereinafter set forth, City, Contractor and Escrow Agent agree as follows: its

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to **Project Number 2016-06** entered into between City and Contractor for the **McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL** in the amount of _____ dated _____ (the "Contract"). Alternatively, on written request of Contractor, City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between City and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. City shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00680.
3. When City makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City. Such expenses and payment terms shall be determined by City, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to withdrawal of amount sought to be withdrawn by Contractor.
7. City shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.
8. Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from City and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00680 and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective are as follows:

On behalf of City:

Title

Name

Signature

Address

City/State/Zip

On behalf of Contractor:

Title

Name

Signature

Address

City/State/Zip

On behalf of Escrow Agent:

Title

Name

Signature

Address

City/State/Zip

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00680.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

City

Title

Name

Signature

Escrow Agent

Title

Name

Signature

REVIEWED AS TO FORM:

City Attorney

Date

Contractor

Title

Name

Signature

END OF DOCUMENT

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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 Institute
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: Polychlorinated biphenyls.

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, Metric, of the State of California Department of Transportation, July 2004.

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, May, 2006. 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 its 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 no wise 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
Equipment15 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 Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time period for the contract has been calculated with the consideration given to the average climate range and usual industrial conditions prevailing in the locality of the site.

Time extensions due to inclement weather will be allowed only for weather conditions that affect the progress of activities that are on the critical path. The Contractor shall exercise due diligence in protecting the work area from weather as well as take corrective action after the weather has passed. Time extensions will not be allowed until the average number of days for which precipitation exceeds 0.10 inch and the corresponding average precipitation in a given month or months has been exceeded. Delay due to inclement weather are not compensable.

Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.

Abnormal weather conditions are those that exceed the averages indicated in the following table:

<u>Month</u>	<u>Days (1)</u>	<u>and</u>	<u>Precipitation (2)</u>
January	6		3.06
February	6		2.49
March	6		2.31
April	3		1.06
May	1		0.40
June	0		0.09
July	0		0.04

August	0	0.09
September	1	0.21
October	2	0.73
November	4	1.73
<u>December</u>	<u>5</u>	<u>2.28</u>
Total	33	14.49

- (1) The average number of days in which the precipitation exceeds 0.10 inches in the 24 hour period between midnight of one day and midnight of the next day.
- (2) The mean precipitation, in inches, for the month indicated, recorded at San Jose station #047821 of the period from 1948 to 2000.

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 State 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 digital format, 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.

All submittals shall be digitally submitted unless prior exception is granted by the City.

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 notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This notice shall be in a 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, the City 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.

SUBMITTAL	Contractor Initial Submittal	City Submittal Return
	# 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 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 10 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 filing 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 the percentage listed in Document 00100 Advertisement for Bid, 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
- 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

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 Liability

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 contract:

- 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 5 percent of such estimated value of work done and 5 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. 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 affirmation 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 its 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

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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, Allowances, and Alternates
 - 1.4 Work Under Other Contracts
 - 1.5 Contract Time
 - 1.6 Work Sequence
 - 1.7 Work Days and Hours and Noise Disturbances
 - 1.8 Cooperation of Contractor and Coordination with Other Work and Continued Use of The Site
 - 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
 - 1.28 Recycling
 - 1.29 Submittal and Request for Information

- 2.1 Products Ordered In Advance (N/A)
- 2.2 City-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work generally consists of demolishing the Simms House, clearing and grading the site, and all general conditions, general requirements and incidentals required to complete the Work in its entirety, as described in the Contract Documents. The work site contains habitat areas and protected wildlife species and is in a preserve that will remain open to the public during construction. 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.
- B. Contractor's use of the premises for trailer and storage is limited to the job site, McClellan Ranch West, 22241 McClellan Road. The City must approve any location proposed by the Contractor.
- C. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.
- D. 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.

- E. This Document and Document 00700 (General Conditions) and the Special Provisions includes measures that Contractor shall follow to execute the work.

1.3 BID ITEMS, ALLOWANCES, AND ALTERNATES

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.

Allowances: N/A

- A. Allowance work shall be completed only after the Allowance Authorization Letter is issued and as specified in Document 00700 (General Conditions) Identify Allowance Item work on the Progress Schedules and on Applications for Payment.
- B. The Amount given on Document 00400 under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form.
- C. If the cost of work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of work actually done.
- D. Scope of Allowances: N/A
- E. Description of Allowances: N/A

Alternates: N/A.

1.4 WORK UNDER OTHER CONTRACTS

Work at the site performed by others may include Landscaping and maintenance by City or a City's contractor.

1.5 CONTRACT TIME

The Contract Time will commence 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.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 00700 (General Conditions) by February 26, 2016.

1.6 WORK SEQUENCE

- A. Constructor shall coordinate construction schedule and operations with City.
- B. Contractor shall allow safe passage around the construction area at all times. The preserve and trail must stay open for use during the project. The City will also have classes and other events that will take place during the construction at the preserve. A list of expected classes and events is provided in the Appendix for information only and the City reserves the right to modify it at any time.
- 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 forth therein.

1.7 WORK DAYS AND HOURS AND NOISE DISTURBANCES

Work hours and noise pose a special concern for projects in residential neighborhoods. The City is very concerned for its residents and will diligently enforce the restrictions below. **Each violation of the restrictions by the general contractor, subcontractors, suppliers, vendors and others working on the project will result in a \$3,000 penalty being assessed against the General Contractor and deducted from each progress payment.**

- A. **Work Days:** Monday-Friday inclusive, except as otherwise directed or approved by the City.
- B. **Work Hours:** 7:00 a.m.-5:00 p.m. local time, weekdays, 9:00 a.m. – 5:00 p.m. on Saturdays, 9:00 – 4:00 p.m. Sundays. Also in accordance with the City Municipal Code Chapter 10.48 Community Noise Control.
- C. **Worker Arrival and Parking:** Workers may arrive at the job site no earlier than 7:00 a.m. Workers must park at McClellan Ranch West, 22241 McClellan Road or on one of the residential streets adjacent to or near the project site, without blocking residential driveways and access. Workers are encouraged to car-pool. **Violations of these requirements will result in a \$3,000 dollar penalty to Bidder/Contractor, per occurrence. Be aware that traffic to Schools on McClellan Road sometimes backs up past the driveway to the Preserve. Contractor should consider adjusting delivery times to avoid the backup and delays.**
- D. **Equipment and Material Delivery and Off-Haul Hours:** No equipment or material may be delivered or off-hauled except between the hours of 7:00 a.m. and 5:00 p.m. No equipment that has a safety back up beeper may be operated before 7:00 a.m. on any day.
- E. Work at the Site on weekends or holidays 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 case 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.
- F. **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.
- G. **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.

- H. No non construction noise shall be allowed. This includes amplified music, radio or other noise not due to construction activities.

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK AND CONTINUED USE OF THE SITE

- 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 will remain open to the public, except for where work will be commencing, only the construction area 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. City will continue to allow the public access to the preserve and to hold classes and other events at the preserve. The Contractor shall keep the area around the construction zone open during all times and in a safe, clean and neat condition. A list of expected classes and events is provided in the Appendix for information only and the City reserves the right to modify it at any time.
- E. Access to 4H and community garden area must be kept clear and for use of patrons and access by garbage truck and other delivery trucks. Contractor must position his construction fence to allow for this access.
- F. Park restroom shall be kept open at all times except for a 1 month period when work for accessible upgrades and concrete/site work is completed. During this time the Contractor shall provide 4 unisex porta potties (3 standard and 1 handicap accessible) and a wash station. The Contractor shall have them maintained during the period the park restrooms are not usable. The Contractor shall coordinate the closure time and their location with the City. The porta potties shall be removed when the park restrooms are in service. The Contractor shall coordinate work on the restroom and site work so that the park restrooms are only out of service once for a maximum amount of time of 1 month.

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, additional 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. Prior to placement of any parking, placement of equipment and supplies the Contractor shall negotiate with the City an area to be used by them.

1.12 LINES AND GRADES

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings and as specified in section 02015.
- B. The Contractor shall 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, or does not disrupt the flow of storm water or impair the storm water channel.
- G. The Contractor will be allowed to remove the two asphalt medians at the preserve's entry from McClellan Road to the construction site. If Contractor chooses to remove them the existing signs shall be stored for re-installation with the restoration of the medians when the access can be restored. During the time the medians are removed the Contractor will provide maintenance to the existing striping and make the area safe for pedestrian and vehicle traffic. This may require temporary signage to be installed. All work will be at the Contractors expense and restored to the City satisfaction.

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 protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. 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, or water twice daily, 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

Workers are to park at McClellan Ranch West, 22241 McClellan Road, or on one of the streets adjacent to or near the project site, without blocking residential driveways and access. Workers are encouraged to car-pool.

1.17 LAYDOWN/STAGING AREA

Contractor shall utilize an area approved by the City for storage of all construction materials. The construction fence shall not obstruct traffic of garbage truck and visitor to the 4H and community garden area located to the east of the construction area in the preserve. This area shall be fenced and locked by Contractor for security purposes.

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 building permit – no fee required

Cal/OSHA Permit: The Contractor shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:

- Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
- Construction or demolition of any building, structure, or scaffolding for false-work more than three stories high, or the equivalent height (36 feet).
- Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

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 than 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

The McClellan Ranch Preserve must be kept open at all times during the construction. Contractor shall, at all times, limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Contractor's access gate. Access for construction personnel shall be limited to the hours between 7:00 a.m. and 5:00 p.m. local time. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address (at Contractor's gate), specifically arranged by Contractor for the Project. Contractor is responsible for providing adequate signage to alert delivery persons to the new address. 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.

The Contractor's access to the property from McClellan Road with trucks that are outside the legal load limits will not be allowed to travel across the bridge just west of the Preserves entrance on McClellan Road. If there are trucks that will require a City Transportation Permit for a load over the legal load limits, they will be required to travel to the site using a route that will not cross the bridge west of the driveway. The maximum legal truck loads are as follows: 25 Tons for Type 3 Legal Trucks; 37 Tons for Type 3S2 Legal Trucks; and 43 Tons for Type 3-3 Legal Trucks.

Also the Contractor needs to be aware that there will be school traffic that will cause delays due to the schools that are located east of the Preserve on McClellan Road. The Contractor should time deliveries to avoid these traffic congested times.

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.

In accordance with City Municipal Code Chapter 10.90: Smoking in Recreational Areas, no person is allowed to smoke anywhere in a Recreational Area and twenty-five (25) feet from the boundary of the Recreational area. This includes streets and sidewalks adjacent to Recreational areas. Violation of this shall be penalized in accordance with the above referenced chapter.

1.24 WEATHER DELAY

See Document 00700 section 3.5 Change of Contract Time, subsection B. Extensions of Time for Delay Due to Excusable Inclement Weather.

1.25 PROJECT RECORD DOCUMENTS

Contractor shall prepare during construction the project 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. Prior to any payment the Project Record Drawing will be reviewed by the City or City representative to verify that changes are being tracked. The final project Record Drawings will be prepared by the Architect based on the contractor's mark ups.

1.26 CITY SUPPLIED MATERIALS

See Section 2.2 below.

1.27 MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization" of the 2010 Standard Specifications and is eligible for partial payments since the contract documents contain a bid item for mobilization.

1.28 RECYCLING

The Contractor shall divert from landfill a minimum of 60 percent of all construction and demolition waste, in accordance with the City of Cupertino's Ordinance No. 10-2070. Submit a properly completed "Waste Management Plan" as a part of the permit application process. An application fee will not be required. Comply with the General Conditions, Article 3.13 – Inert Solids and Plant Materials Recycling for requirements for the collection of debris, identification and disposal of recyclable materials, and the documentation of recycling.

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE (N/A)

2.2 CITY-FURNISHED PRODUCTS

- A. City will furnish item as specified in the technical provisions. This includes reclaimed framing lumber, the appendix includes a Certificate of Inspection and inventory of the material to be provided. The Contractor will be able to view lumber during the pre-bid meeting only.
- 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 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.

END OF DOCUMENT

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SECTION 00820

SPECIAL ENVIRONMENTAL CONDITIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Requirements for compliance with environmental documents, resource agency standards, and related environmental regulations.

1.02 ARCHAEOLOGICALLY SENSITIVE AREAS

General: It is the intent of the City to comply with all State and Federal laws related to the protection of cultural resources. Contractor's attention is directed to Section 106 of the National Historic Preservation Act of 1966 (36 CFR 800, revised 1999). California Public Resources Code Chapter 1.7, Section 5097.5 makes it a misdemeanor for anyone to knowingly disturb a historical feature. California Public Resources Code Sections 5097.98 and 5097.99 require protection of Native American remains which might be discovered and outline procedures for handling any burial found. The California Public Resources Code Section 5097.9 and Health and Safety Code 7050 require coordination with the State Native American Heritage Commission (NAHC).

Contractor's attention is directed to the fact that the project site is near an archaeologically sensitive area, but is not known to contain any archaeological or cultural resources. However, it is possible that the project could reveal as yet unknown prehistoric or historic archaeological resources. Work shall comply with applicable measures. Additional requirements are noted below.

- A. Prior to the initiation of construction or ground-disturbing activities, the City shall conduct a tailgate meeting to inform all construction personnel of the potential for exposing subsurface cultural resources and to recognize possible buried cultural resources. Personnel shall be informed of the procedures that would be followed upon the discovery of suspected discovery of archaeological materials, including Native American remains and their treatment.
 - 1. If all construction personnel are not available to attend the City conducted tailgate meeting prior to initiation of construction or ground-disturbing activities, the Contractor may video-tape the tailgate meeting to inform construction personnel not present at the tailgate meeting. Contractor shall be responsible for and provide the following at no cost to the City:
 - a. Video:
 - i. The video shall capture the presentation in such a manner to provide quality audio and visual information to all Contractors' personnel working at the site to assure optimum training outcomes. Audio must be clear, consistent and audible without adjusting volume throughout the video delivery method. Extraneous noises not related to the City representative's presentation shall be limited. Visual images must be focused on the City's representative and/or to a point of reference the City's representative has called attention to. Visual quality should be clear, consistent and without distractions. Distractions include but are not limited to jittery, skipping or bumped images, over or under exposure or other visual quality impairments.
 - ii. A copy of the video shall be provided by the Contractor to the City for City review and approval. Once approved by the City, the Contractor shall provide the City with a copy of the video and the Contractor shall maintain a copy of the approved video at the Project site until the Project is accepted by the City.
 - b. Training coordination: At the City's discretion, a City representative may be present at all video training occurrences. In order to facilitate City attendance, the Contractor shall provide the City a minimum of five working days notice prior to conducting video training.

- c. **Training certification:** At the conclusion of the video training, each Contractor personnel shall sign a training certification form that they have received and understood the training content. Contractor personnel shall not be allowed on the Project site until Contractor personnel have received the training and signed the training certification form. The Contractor shall maintain a binder of original signed training certification forms at the construction site and provide the City one copy of each original within 2 days of the training occurrence. The binder shall become the training record.
 - d. **Training records:** Access to Contractor training records may be requested by the City or a City representative at any time. Random checking of Contractor personnel on the job site by the City or City representative may occur at any time. Contractor personnel that have not received the training or do not have a signed training certification on file will be immediately removed from the Project site until such time that the Contractor demonstrates that Contractor personnel possess training certification as described above. Removal of Contractor personnel under this condition shall be at no cost or schedule delay to the City.
- B. Upon discovery of possible buried prehistoric and historic cultural materials (including potential Native American skeletal remains), work within 25 feet of the find shall be halted and the City shall be notified. The City shall retain a qualified archaeologist to review and evaluate the find. Construction work shall not begin again until the archaeological or cultural resources consultant has been allowed to examine the cultural materials, assess their significance, and offer proposals for any additional exploratory measures deemed necessary for the further evaluation of, and/or mitigation of adverse impacts to, any potential historical resources or unique archaeological resources that have been exposed. If the discovery is determined to be a unique archaeological or historical resource, and if avoidance of the resource is not possible, the archaeologist shall inform the City of the necessary plans for treatment of the find(s) and mitigation of impacts. The treatment plan shall be designed to result in the extraction of sufficient non-redundant archaeological data to address important regional research considerations. The City shall insure that the treatment program is completed. The work shall be performed by the archaeologist and shall result in a detailed technical report that shall be filed with the Northwest Information Center, Sonoma State University. Construction in the immediate vicinity of the find shall not recommence until treatment has been completed. If human remains are discovered, they shall be handled in accordance with State law including immediate notification of the County Medical Examiner/Coroner.
- C. All excavation contracts for the project shall contain provisions for stop-work in the vicinity of a find exposing archaeological resources during subsurface construction. In addition, the contract documents shall recognize the need to implement any mitigation conditions required by the permitting agency. In general, the appropriate construction conditions should be included in any contract that has the potential for ground disturbing operations.

Full compensation for work involved in complying with the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore, except for the following: Contractor labor, equipment and materials used in assisting an archaeologist, if required, will be paid for as extra work as provided in Doc. 00700 General Conditions.

1.03 TREE PROTECTION ZONES AND ENVIRONMENTALLY SENSITIVE AREAS

If for any reason construction requires the removal of a protected tree not already noted in the plans, a tree removal permit would have to be obtained in advance from the City. All requirements for removal as stated in the tree removal permit, including installation of replacement trees, would have to be followed.

Contractor's attention is directed to the fact that the project site is in a natural setting which includes wildlife that may be temporarily disturbed by construction activities. An Environmentally Sensitive Area (ESA) may be established if a sensitive or protected species establishes in the project area. If needed, the exact location of the boundaries of ESA(s) shall be established by the City's representative.

Contractor shall place temporary high visibility fence at the boundary of each ESA. Within the boundaries of the fenced ESA, no project related activities shall take place. Contractor shall preserve and protect the ESA at all times and is prohibited from entering fenced ESA for any purpose. This specifically prohibits vehicle access, storage, or transport of any materials, including hydrocarbon and lead contaminated materials or any other project related activities. An ESA shall only be removed upon written direction from the Engineer.

If Contractor's work progress is delayed by reason of establishment of an ESA, it will be cause for a time extension if the delay affects the controlling item of work, per Document 00700, General Conditions.

1.04 WILDLIFE PROTECTIVE MEASURES

The environmental review process has identified biological measures that shall be applied as wildlife protective measures and shall be implemented before, during, and after construction. Contractor shall comply with all project permits and the following provisions as a requirement of the Contract:

A. Creek Corridor & Wetlands

Contractor shall take all reasonable precautions to prevent incidental incursions of personnel, equipment or materials into wetlands, creek channel areas and adjacent vegetation that are outside the noted work limits. Contractor shall remain within designated work area limits during construction along creek areas within the project limits. No work is permitted below the top of bank unless specifically noted in the contract documents.

B. Western Pond Turtle, California Red-Legged Frog and San Francisco Dusky-footed Woodrat

Special-status wildlife species could potentially be affected by project activities. All work shall be performed in accordance with applicable permit and resource agency requirements and applicable regulations:

The following avoidance measures shall be implemented.

- *Preconstruction Survey.* In the 2 days prior to the start of construction activities, a City-provided biologist shall perform one daytime survey for California Red-Legged (CRLF), Western Pond Turtle (WPT) and San Francisco Dusky-footed Woodrat (woodrat). The entire work area including any burrows, rocks and woodpiles that may be disturbed by construction activities shall be inspected for CRLF, WPT and woodrat. If CRLF is detected, work shall be suspended and the U.S. Fish & Wildlife Service (USFWS) shall be contacted on how to proceed. If during this survey WPT or woodrat are detected, the California Department of Fish and Wildlife (CDFW) should be contacted on how to proceed.
- *Employee Education Program.* An employee education program shall be conducted prior to the initiation of project activities. The program shall consist of a brief presentation by persons knowledgeable in federally listed and state special status species biology and legislative protection to explain concerns to contractors and their employees. The program would include the following: a description of WPT, CRLF, and woodrats and their habitat needs; an explanation of the status of these species and their protection under state and federal laws; and a list of measures to reduce impacts to wildlife during project activities. Crews shall be instructed that if a CRLF is found, it is to be left alone and the project foreman and the City and U.S. Fish and Wildlife Service must be notified immediately. Likewise if a WPT or woodrat nest is found, it is to be left alone and the project foreman and the City must be notified immediately. Project crew is to sign a sheet for receipt of training.
 - If all project crews are not available to attend the City conducted employee education program prior to initiation of project activities, the Contractor may video-tape the employee education program to inform project crews not present at the employee education program. Contractor shall be responsible for and provide the video-taping at no cost to the City as described under 1.02.A of these Special Environmental Conditions.

- *Speed Limit.* Vehicles shall not drive more than 5 miles per hour within the project area. If any woodrats, WPT or CRLF are seen in the path of a vehicle, the vehicle shall stop until the animal is out of the path. Parked vehicles shall be thoroughly checked underneath before they are moved to ensure that no protected wildlife is on the ground below the vehicle.

Contractor shall provide City with at least fifteen (15) and no more than thirty (30) days advance notice of planned start of construction activities so that Preconstruction Surveys noted above can be scheduled. A City-provided biologist shall conduct the survey.

Contractor shall provide City with at least fifteen (15) days advance notice of initiation of project activities so that the Education Program can be scheduled. City's representative will conduct an Education Program in the City of Cupertino within two weeks of such notification. Contractor shall be responsible for arranging for attendance by all personnel working at the site, including but not limited to subcontractors, foremen, superintendents, employees and contractor's representatives. If subsequent Education Programs are needed because contractor personnel at the site have not received this required education, City reserves the right to charge Contractor for the cost.

All pre-construction biological surveys in this section are valid for a period of two (2) calendar days maximum, except otherwise noted herein. Contractor shall begin work within two (2) calendar days after the completion of the pre-construction surveys, or a new pre-construction survey for that species shall be required. If the Contractor does not begin work within two (2) days after the completion of the original pre-construction surveys, the cost of the new pre-construction survey or surveys will be paid by the Contractor and such costs will be deducted from any money due or to become due to the Contractor. No additional time shall be allowed for any delays that accrue due to the need for new pre-construction surveys.

If Contractor's work progress is delayed due to compliance with the requirements of this Section, it will be cause for a time extension if the delay affects the controlling item of work, per Document 00700 General Conditions.

C. Bats

Bats are protected by California Department of Fish and Game Code Section 4150 and are considered nongame mammals. Nongame mammals or parts thereof may not be taken or possessed except as provided by code or in accordance with adopted regulations.

All work shall be performed in accordance with the measure below. The following avoidance measure shall be implemented:

- *Preconstruction Surveys.* A pre-demolition survey for roosting bats shall be conducted no more than 14 days prior to any construction and to any large tree removal during maternity season (March 1 to August 31). The survey shall be conducted by a qualified City-provided biologist.

City has retained a qualified biologist that will provide the preconstruction survey.

D. Noise

Contractor shall limit work to the hours noted elsewhere in Document 00800, Special Conditions and elsewhere in the contract documents. Any deviation from these hours shall be approved in writing by City.

Contractor shall maintain and operate all equipment consistent with the manufacturer's specifications. Construction equipment will include available noise suppression devices and properly maintained mufflers.

Contractor shall site fixed and mobile equipment to minimize noise emissions outside the right-of-way, and shall minimize the staging of construction equipment and unnecessary idling of equipment in the vicinity of residences and other sensitive receptors.

1.05 **RAPTORS AND OTHER NESTING BIRDS**

The Contractor is to note that nesting/breeding birds, including raptors, may be present in the project area. For all migratory birds except raptors, the nesting season in the project area is considered to be from February 15th to August 31st. It is against the law to harm these birds or their eggs or active nests, and other wildlife, as per the Migratory Bird Treaty Act and the California Fish and Game Code.

All work shall be performed in accordance with the measures below.

- Vegetation, tree, and building or structure removal activities within the project area should be scheduled if feasible to take place outside of the nesting season (Feb. 1 to Aug. 31) to avoid impacts to nesting birds. In order to avoid impacts to raptor nests during the non nesting season, a preconstruction survey of trees that could support raptor nests shall be completed. The survey shall be conducted by a City-provided biologist. Every attempt shall be made to protect trees that contain raptor nests.
- If construction is to occur during the nesting season, a qualified City-provided biologist shall conduct a pre-construction survey for nesting raptors and other birds within 5 days prior to start of construction activities. If active nests are not present, construction activities can take place as scheduled. If more than 5 days elapse between the initial nest search and the beginning of construction activities, another nest survey shall be conducted. If any active nests are detected, a biologist shall determine the appropriate buffer to be established around the nest. CDFG generally accepts a 50-foot radius buffer around passerine and non-passerine bird nests, and up to a 250-foot radius for raptors, however the biologist shall have the flexibility to reduce or expand the buffer depending on the specific circumstances.

City's biologist shall conduct the required pre-construction survey. The Contractor shall notify City at least fifteen (15) days and no more than thirty (30) days in advance of the date for any active construction activity at the project site to allow scheduling of the pre-construction surveys for nesting birds.

The pre-construction wildlife survey in this section is valid for a period of two (2) calendar days maximum, except as otherwise noted herein. Contractor shall begin work within two (2) calendar days after the completion of the pre-construction surveys, or a new pre-construction survey for that species shall be required. If the Contractor does not begin work within two (2) days after the completion of the original pre-construction surveys, the cost of the new pre-construction survey or surveys will be paid by the Contractor and such costs will be deducted from any money due or to become due to the Contractor. No additional time shall be allowed for any delays that accrue due to the need for new pre-construction surveys.

The work site is may contain active nests. If construction is to begin during breeding season, a joint site walk will be held prior to initiation of construction activities, and after the pre-construction nesting survey. Active nests will be identified and jointly marked in the field at that time.

If Contractor's work progress is delayed due to compliance with the requirements of this Section, it will be cause for a time extension if the delay affects the controlling item of work, per Document 00700, General Conditions.

1.06 **BEE HIVES**

Bee hives are known to occur within trees and below ground in close proximity to and within the work limits. At the joint site walk referenced in Section 1.06 above, known existing bee hives will also be identified.

Contractor shall address stinging insects in their Safety Plan, and shall conduct safety training and provide personal protective equipment (PPEs) for working around stinging insects as needed. Contractor shall inform workers to be aware of bee hives and exercise caution not to disturb hives during work related activities.

No hives shall be disturbed outside the work limits. If a previously unidentified hive is discovered within the work limits, Contractor shall notify the Engineer immediately and inform workers of the newly identified hive. In the event that a hive is

disturbed, Contractor shall notify the Engineer and conduct work in proximity of hive in accordance with the approved Safety Plan.

The Contractor shall be responsible for any work rescheduling, relocation or stoppages due to disturbance of a bee hive and shall be expected to complete all work as specified elsewhere in these specifications.

1.07 SUDDEN OAK DEATH

The Contractor is responsible for complying with any requirements regarding Sudden Oak Death (SOD), including any requirements from the Santa Clara Agricultural Commissioner or federal agencies regarding quarantines for plant material.

The Contractor shall be thoroughly familiar with the provisions of 7 CFR Part 301, *Phytophthora Ramorum*; Quarantine and Regulations (Federal Register Vol. 67, No. 31 6827-6837, dated Thursday, February 14, 2002), hereafter referred to as the Rules and Regulations.

The Contractor shall avoid activities that could result in a need to comply with the specified Rules and Regulations to the maximum extent practicable. In the event that a situation arises that cannot be avoided involving one or more of the quarantined species, soils or other regulated materials as defined therein, the Contractor shall implement the provisions in the specified Rules and Regulations. Furthermore, the Contractor shall contact the Santa Clara County Agriculture Commissioner (SCCAC) for additional information and direction.

The Engineer shall be notified immediately in the event a situation arises requiring compliance with the Rules and Regulations and subsequent notification of the SCCAC. Furthermore, documentation shall be provided to the Engineer enumerating the steps taken to comply.

The Contractor shall follow precautionary measures to help limit the inadvertent spread of SOD disease, including but not limited to the following:

- a. Conduct operations during the dry season as much as possible and in a manner that will minimize and prevent wet soil, mud and plant material adhering to vehicles, equipment, and boots; utilize paved and rock roads and landings to the extent possible.
- b. Inspect material and equipment before it enters the site to ensure that no host material (soil or attached pieces of plants) is being transported into the site.
- c. Completely clean all mud, dirt and soil from shoes, boots, vehicles and equipment that were used on any site within a SOD zone, to remove soil and any imbedded host plant material, prior to bringing such items to the work site.
- d. Equipment coming from potentially SOD-infested sites must be completely cleaned of soil and plant material at that site and inspected carefully to ensure potential SOD-containing soil, or parts of plants, is not transported to the project site.
- e. All plants and all soil material that is brought to the site for use in the project must be from SOD-free sources and SOD-free regions, and must be able to provide appropriate documentation or certification.
- f. If Contractor equipment or forces have worked in a SOD zone:
 - Prepare and use sanitation kits consisting of chlorine bleach and water (10:90 mixture of bleach:water), Clorox Cleanup (registered trademark) or Lysol (registered trademark), a scrub brush, metal scraper, or boot brush; and plastic gloves.
 - Disinfect tools used in tree removal and pruning with Lysol spray, a 70% or greater solution of alcohol or a Clorox solution (1 part Clorox: 9 parts water, or Clorox Clean-up). If equipment such as a chain saw cannot be treated with disinfectants, consider running it through a non-host plant before leaving the infested site to break free any lodged material.
 - Sanitize shoes, pruning gear, and other equipment before working in the project area.
 - Before leaving a SOD disease infected site, use all reasonable methods to sanitize gear and equipment. Scrape, brush, and/or hose off accumulated soil and mud from clothing, gloves, boots, and shoes. Remove mud, earth and plant debris by blowing out or power washing trucks and other equipment and vehicles. If complete on-site sanitation is not possible, finish decontaminating at a local power wash facility or an isolated area in an equipment yard.

- Additional information on Sudden Oak Death may be obtained by visiting http://suddenoakdeath.cnr.berkeley.edu/html/treatment_management.html.

1.08 HYDROLOGY AND FLOODING

Much of the land along Stevens Creek including Blackberry Farm Park, McClellan Ranch Park, and some portion of or the entire proposed work site, falls within a known flood plain and is subject to flooding during storm and high water events. Flooding can occur swiftly and with no advance notice. Upstream of the project site, the Santa Clara Valley Water District (SCVWD) operates the Stevens Creek Reservoir and Dam. SCVWD may choose to implement releases of water from the reservoir without notice that may exacerbate high water or flood conditions in the Stevens Creek Corridor. Flooding can inundate portions of the work site within the flood plain at any time during the rainy season. Furthermore, such flood waters can bring aquatic wildlife, including federally-threatened steelhead, into the work site. Steelhead are federally protected and any harm to them or to their habitat can result in severe penalties.

Because of these circumstances, the Contractor must be prepared to completely clear the work site and to completely remove all equipment, tools, materials and other property from the work site if flooding conditions may occur. A special effort shall be made to remove first any items that could harm water quality or harm wildlife should they come into contact with creek waters. Contractor shall be prepared to implement such a clearing effort immediately, 24 hours per day, 7 days per week throughout the flood season (October 15 to April 30). It shall be the Contractor's responsibility to keep himself or herself apprised of weather and storm conditions during this time that could lead to a high water event. The Contractor's attention is directed to the SCVWD website which contain information about reservoirs' status at <http://alert.valleywater.org/gageresy-cross.html>., and information about stream gauging stations including an upstream Stevens Creek stream gauge, Alert ID #1482 at <http://alert.valleywater.org/gagestrm.html>. The data are guaranteed as accurate but provide reference information that can be useful.

1.09 SCHEDULE AND COMPENSATION

Full compensation for work involved in complying with the requirements of this Section 00820 shall be considered as included in the contract prices paid for the various items of work involved and no additional time or compensation will be allowed therefor.

If Contractor's work progress is delayed due to compliance with the requirements of this Section 00820, it will be cause for a time extension if the delay affects the controlling item of work, per Document 00700, General Conditions.

END OF SECTION

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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. Name the Owner/Resident of the adjacent property, 10550 Mira Vista Lane, as additional insured, but only with respect to liability arising out of the activities of the named insured.
 3. 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)
 4. 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.
 5. 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 00822

APPRENTICESHIP PROGRAM

Contractor and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or 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 journeyperson.

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT

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DOCUMENT 00823**TREE PROTECTION****PART 1 INTRODUCTION****1.01 SUMMARY**

- A. Tree Protection includes, but is not limited to:
1. The protection of the above and below-ground portions of trees and plants including roots, trunks, branches and foliage. Protection of roots includes reduction and/or prevention of soil compaction caused by vehicles, equipment, materials or foot traffic.
 2. Protective Fencing and Signage surrounding the TPZ around the tree or group of trees.
 3. Pre-Demolition and Construction meetings on site with the Project Arborist.
 4. Coordination and consultation with the Project Arborist regarding site work and potential tree impacts – as required.
 5. Periodic Tree Protection Inspections and Reports by the Project Arborist.
 6. Construction Access Clearance Pruning for demolition and construction.
 7. Organic mulch placement in TPZ.
 8. Irrigation of trees before and during demolition and construction.
 9. Soil grubbing, grading, structure or pavement removal, excavations, etc. around tree roots.
 10. Tree removal without damage to trees to remain.
- B. Related Sections can include, but may not be limited to:
1. General Conditions 00700
 2. Special Conditions 00800

1.02 DEFINITIONS

- A. **3 and 5 x DBH:** DBH is trunk “diameter at breast height” (4.5 feet above the ground). 3 and 5 times DBH are used to calculate root protection distances for trees in feet from the trunk. The 3 and 5xDBH distances for each tree are listed in the Complete Tree Table in the Arborist Report for the project.
- B. **Air spade:** a commercial grade, hand-held metal probe attached to a large air compressor by a hose. Pressurized air is discharged from the tip of the probe. The air is used to excavate soil away from items such as tree roots, or to dig trenches or remove soil with minimal damage to tree roots (compared to traditional soil removal methods).
- C. **Arborist Designations:**
1. Arborist: a person who provides advice about urban trees.

2. Board Certified Master Arborist (ISA) must meet higher eligibility requirements than a Certified Arborist, pass a more comprehensive test and has a greater and more specific continuing education requirement.
 3. Certified Arborist: is an Arborist certified through the ISA (International Society of Arboriculture) after passing a test demonstrating basic knowledge about urban trees and their management, fulfilling an ongoing continuing education requirement and paying regularly scheduled certification fees.
 4. City Arborist is that person designated as such by the City of Cupertino. The City Arborist is responsible for City-owned trees.
 5. Project Arborist: A Qualified Arborist who is the appointed consulting arborist for the project and provided and paid for by the City.
 6. Qualified Arborist: An ISA Board-Certified Master Arborist and/or or an ASCA RCA that has experience in working as the Project Arborist on construction projects.
 7. Registered Consulting Arborist (RCA) is an arborist certified by the ASCA (American Society of Consulting Arborists). This is the highest level of arborist certification and requires a longer period of pre-certification work experience and/or formal education than an ISA Certified or Board-Certified Arborist. RCA's must have a more comprehensive knowledge of arboriculture, and demonstrate a minimum acceptable report writing proficiency.
- D. ***Dripline (tree):*** the area under the total branch spread of the tree, all around the tree.
- E. ***Existing tree:*** those trees existing on project property prior to any demolition or construction for a project.
- F. ***Tree:*** a woody perennial plant usually having one dominant trunk and a mature height greater than 15 feet. Multiple-trunk trees have more than one trunk.
- G. ***Tree Protection Zone (TPZ):*** unless otherwise specified by the City, the area inside the tree protection fencing on a construction project, containing the tree trunk(s) and extending to 10 feet beyond the dripline of the tree or as close to this distance as possible, given the nature of the site and proposed improvements. The TPZ shall be jointly agreed upon by the Contractor, City and Project Arborist. The TPZ and tree protection fencing are put in place prior to commencement of any Work on site and remain in effect until the Work is fully complete. The TPZ may change during the span of the project.
- H. ***Tree Service:*** A company that performs tree pruning and tree removals as their main business.
- I. ***Qualified Tree Service:*** A tree service with a supervising arborist who has the minimum certification level of ISA (International Society of Arboriculture) Certified Arborist, in a supervisory position on the job site during execution of the tree work.

1.03 REFERENCES AND REGULATORY REQUIREMENTS

- A. Arboriculture – Integrated Management of Landscape Trees, Shrubs & Vines, 4th edition. Harris et al. Prentice Hall. 2004.
- B. Guide for Plant Appraisal. 9th Edition. Council of Tree & Landscape Appraisers. International Society of Arboriculture. 2000.
- C. Tree Technical Manual. Standards & Specifications. City of Palo Alto. Palo Alto Municipal Code, Chapter 8.10030. Dave Dockter, June 2001 (First edition). Palo Alto Department of Planning & Community Environment.
- D. Pruning Standards:
 - 1. Best Management Practices, Tree Pruning. 2008. International Society of Arboriculture, PO Box 3129, Champaign, IL 61826-3129. 217-355-9411
 - 2. ANSI Z133.1 American National Standards for Tree Care Operations. 2006 Edition. Secretariat: National Arborist Association, Inc. American National Standards Institute, 11 West 42nd St., New York, New York, 10036.
 - 3. ANSI A300 Pruning Standards. 2008 Edition. Ibid.
- E. Trees & Development. Matheny et al. International Society of Arboriculture. 1998.
- F. The Guide for Plant Appraisal, 9th edition. Council of Tree & Landscape Appraisers. International Society of Arboriculture. 2000.
- G. Species Classification and Group Assignment, Western Chapter of the International Society of Arboriculture, 2004.

1.04 SUBMITTALS

- A. Conform to the requirements of Document 00700 General Conditions.
- B. Construction Access Clearance Pruning Plan indicating location and type of tree(s) and pruning needed for construction access.
- C. Tree Protection Fencing Plan indicating locations of Type I and Type II fencing, construction vehicle access and designated storage and parking areas.
- D. Tree Service qualifications as provided for under Section 1.05, “Quality Assurance.”

1.05 QUALITY ASSURANCE

- A. The tree service shall have at least five (5) years’ experience and have a State of California Contractor’s license for Tree Service (C61-D49) and provide proof of Workman’s Compensation and General Liability Insurance. The person(s) performing the tree work must adhere to the most current arboricultural industry tree

care standards as listed under Section 1.03, “References and Regulatory Requirements” of this Document 00823.

1.06 PROJECT CONDITIONS

- A. Tree protection specifications apply to any existing tree on site that will not be removed and will be within or near any area where demolition or construction will occur. This includes any tree that is not located in an area that is completely fenced off from construction with a perimeter construction fence. If any portion of the canopy of a tree outside the construction zone overhangs a perimeter construction fence, these specifications shall apply to such trees as well.
- B. Trees have value and a monetary value for individual trees that can be calculated by the Project Arborist. The Contractor may be charged the full value of the tree if a tree that is supposed to be saved is removed due to contractor negligence. Tree damage due to contractor’s negligence will be charged at a percentage of the tree damaged, based upon the calculated tree value, up to 100% of that tree’s value, as determined by the City. The contractor may also be charged for work to repair damage to the tree, including soil compaction remediation.
- C. Unexpected conditions occur and changes are necessary on all construction projects. Such situations may necessitate that changes or modifications be made to these Tree Protection Specifications. Any concerns or conflicts with these Specifications should be brought to the attention of the City immediately so that alternate methods may be agreed upon in writing.
- D. Notify the City as soon as there are changes in site or construction management personnel.
- E. Rototilling within tree driplines shall not be allowed unless otherwise approved by the Project Arborist in writing. Any planting within this area should be done by hand and not use power equipment such as soil augers.
- F. Plants and new irrigation including irrigation trenching shall be kept at least 6 to 10 feet away from the trunks of existing trees or 5xDBH, whichever is greater, depending upon the size and type of tree, and the environmental conditions or as shown on the plans.
- G. Underground Utilities:
 - 1. Every attempt should be made to keep new underground utility lines outside TPZ and as far away from existing trees as possible. At any point in the construction process, Contractor shall immediately notify the City in writing if new utilities are required to pass through TPZ so that alternatives may be investigated.
 - 2. If any utility lines will pass underneath the dripline of the tree, TPZ or within the 5xDBH distance to the trunk, the Project Arborist shall review the utility

location and may prescribe any mitigation procedures that will reduce damage to trees.

3. Abandoned pipes and utilities within TPZ shall be cut at existing grade and not pulled out, if their removal would damage tree roots as determined by the Project Arborist.
- G. Construction Vehicle Access: a defined route for construction vehicles and large equipment shall be established in order to reduce damage to trees and other vegetation. Clearly show and label the construction vehicle route on the Tree Protection Fencing Plan. Vehicle access shall be limited to one entrance and one exit to the site unless otherwise approved by the City in writing.
- H. Designated Storage & Parking Areas: No storage or parking shall be allowed within TPZ. On site designated storage and parking areas shall be shown on the Tree Protection Fencing Plan and must be away from protected trees.
- I. Project Arborist Presence during Work: City may require the presence of the Project Arborist when Work is being completed near driplines, in root areas, and/or TPZ. The Contractor must notify the City at least 4 working days prior to implementing work near driplines, in root areas, and/or TPZ so that the Project Arborist may be present.

1.07 PRE-DEMOLITION/ CONSTRUCTION:

- A. Pre-Demolition/ Construction Meeting at the site shall be conducted with the Project Arborist, the City, and the Contractor. The Contractor is responsible to see that these tree protection specifications are implemented and that all people working at the site, making deliveries or are otherwise involved with the project site are aware of and adhere to these specifications. A copy of these Specifications is to remain and be accessible at the site at all times. Additional meetings on site with workers may be necessary and, if needed, shall be organized with the Project Arborist when required by the City. Tail-gate meetings may be recommended to include review of unusual circumstances, conditions or procedures to be followed.
- B. Irrigation:
1. All trees that will be near construction or demolition disturbance shall be well hydrated before any demolition or construction work begins.
 2. The Project Arborist will determine whether or not irrigation is required at any time before or during the project and will supply directions for irrigation. The frequency and amount of water will depend upon the weather, real or expected root damage to the tree, tree species and condition and the soil moisture status.
 3. The Contractor shall irrigate the trees as required by Project Arborist as soon as possible prior to the commencement of work, if the soil is not moist to at least 12 inches below the surface. At the Project Arborist's discretion, such irrigation may include drought tolerant trees which should normally be

- “summer dry” such as native California oaks, if they are expected to experience root damage during construction.
4. During construction, the Contractor shall supply the trees with non-recycled water from a water truck or other suitable water source at least several times per week during the normally dry months, as well as if there is insufficient rain during the normal wet season. Irrigation directions are intended to keep trees properly hydrated during construction and shall be supplied by the Project Arborist.
 - a. Contractor shall maintain an irrigation log on site that indicates dates, times, durations, water method and amount of water applied.
 - b. The irrigation log shall be reviewed by the City or Project Arborist as indicated in the irrigation directions.
 5. Construction Access Clearance Pruning shall be minimized and limited to pruning required to allow for site access, demolition and construction. No pruning for aesthetics shall be allowed.
 - a. NO construction clearance pruning will be performed until planned improvements have been properly staked in the field.
 - b. In the event of pruning required to mitigate an acute hazardous condition, contact the City as soon as possible for instructions.
 - i. Contractor may perform hazard mitigation pruning if approved in writing by the Project Arborist
 - ii. Contractor performed hazard mitigation pruning may require correction by a Qualified Tree Service as part of the Contract and at no cost to the City.
 - c. Project Arborist may be required by the City to oversee the pruning work.

1.08 PROTECTION

- A. Tree Protection Fencing Requirements for all trees that may be affected by the Work.
 1. All construction activities shall be conducted outside tree protection fencing.
 - a. These activities include, but are not limited to, the following: demolition, grubbing grading, trenching, equipment cleaning, stockpiling and dumping materials (including soil fill) and equipment/vehicle operation and parking.
 2. Contractor will be allowed to use Orange safety fence as shown on the plans, unless this type of protection does not work to keep the tree safe during construction.
 - a. If the City determines that Orange safety fencing is not working, the Contractor shall be required to install fencing Materials as indicated in 1.08.A.3 below. No extra cost shall be incurred by the City for upgrade to tree protection fencing.
 3. Fencing Materials and Installation:
 - a. The fencing shall be as “Type 1 Fencing” as described in 1.08.A.4 below and as shown in Detail #1 unless otherwise directed by the City.

- b. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch (50-mm) opening, 0.148-inch- (3.76-mm-) diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- (60-mm-) OD line posts, and 2-7/8-inch- (73-mm-) OD corner and pull posts; with 1-5/8-inch- (42-mm-) OD top rails and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
- c. If “Type 1 Fencing” is not possible on the project or a portion of the project, then Contractor must notify the City in writing. Contractor and City shall review and agree that “Type 1 Fencing” is not viable and agree upon an alternative fencing solution.

4. Fencing Types

- a. Type 1 Fencing: shall be 6-foot high chain-link fencing mounted on 2-inch diameter galvanized posts, driven into the ground to a depth of at least 2 feet and spaced no more than 10 feet apart. An 18 - 24-inch gap shall be left in the fencing for Arborist inspection and tree care access. There must be a fence post on either side of this gap.
- b. Type II Fencing: For trees situated within a narrow planting strip (e.g. park strip planter between a road and a sidewalk) surrounded by pavement to remain; only the planting strip shall be enclosed with the required chain link protective fencing in order to keep the sidewalk and street open for public use. The fencing shall include the entire dripline of the tree that overhangs the planting area.

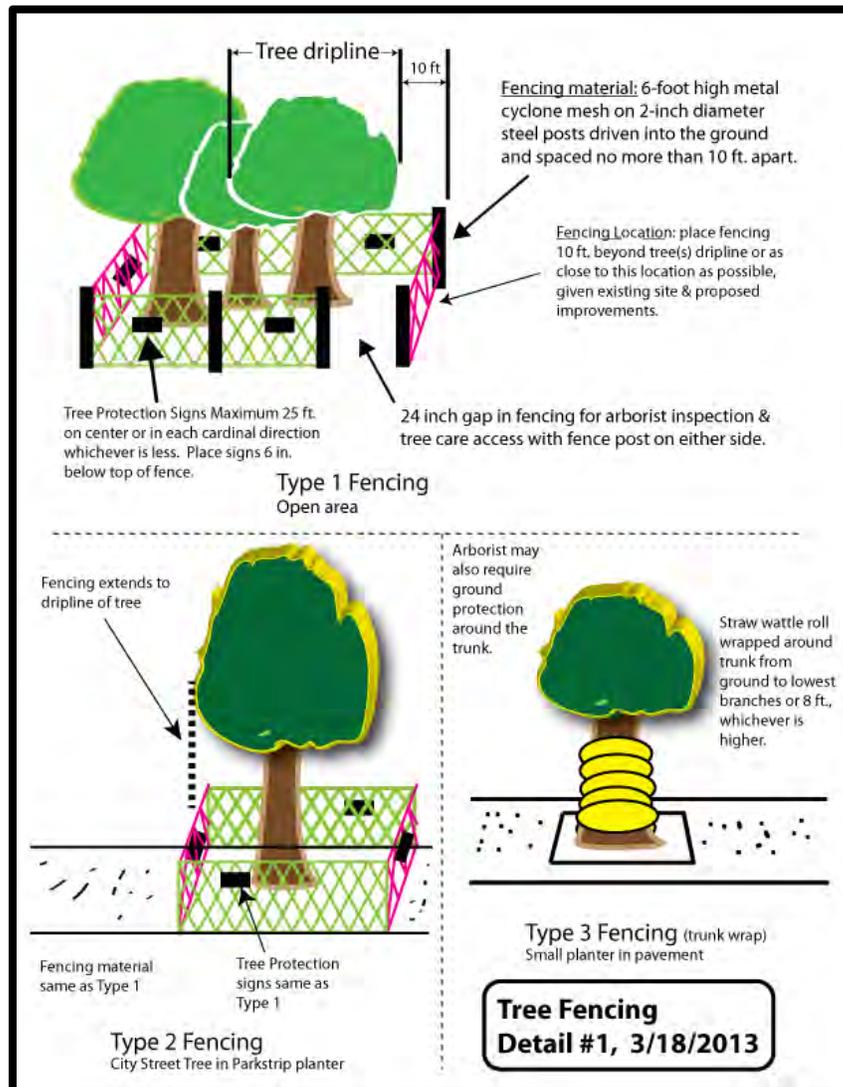
5. Fencing Placement:

- a. Fencing shall be placed 10 feet beyond the dripline of the tree, or as shown on plans.
 - a. If it is not possible or practical to place the tree protection fencing as directed above, then the fencing shall be placed as far from the trunk of the tree as possible while still allowing construction work to progress, protect as much of the ground underneath the tree canopy and the tree canopy itself.
- b. The City shall meet with the general contractor on the project site prior to both demolition and construction to discuss and agree upon tree protection fencing locations. Tree protection fencing locations shall be spray painted on the ground and any deviations to the “Type 1 Fencing” must be noted and agreed to by the Project Arborist, Contractor, and City.
- c. The City shall inspect the fencing after installation. If the fencing is non-compliant, then no work including staging of equipment or materials may begin on site until the City has approved the tree protection fencing.
- d. The fencing shall not be moved from its City approved locations without permission. No work may occur within the fencing without the City permission. If Contractor or others feel that the fencing must be moved or work must be done inside the fenced area call the

City to arrange a field meeting. City written authorization is required in order to move or take down the tree protection fencing.

- e. Perimeter construction fencing may serve as a portion of tree protection fencing upon written approval by City. Such perimeter fencing must have tree protection signs attached to it facing the project site, as described in 1.09.B below.

- 6. Fencing maintenance: Fence posts must be maintained vertical, level and plumb, and shall not be allowed to lean. Fence mesh shall be taught and shall not sag. Do not lean construction equipment, materials, supplies or other items on the tree protection fencing.



Detail #1 – Tree Protection Fencing

- B. **Tree Protection Fencing Signage:** Tree Protection Signs are required to be affixed to all tree protection fencing with four plastic wire ties; one wire tie in each corner of the sign. The **Tree Protection Sign Template** (Detail #2) shall be used to order and make the Tree Protection Signs. The written portion of the sign shall face the project work area. The sign shall be a minimum 8.5 x 11 inches and be constructed of either aluminum or corrugated plastic. Tree Protection Signs must be securely affixed to the Tree Protection Fencing with one plastic wire tie in each corner. The top of the sign shall be 6 inches below the top of the fence. The sign must be level and must face the construction work.



Detail #2 – Tree Protection Sign Template

- C. **Duration of Fencing:** Tree protection fencing must remain in place until final inspection of the project unless otherwise authorized by the City.
- D. **Fencing Visibility:** Durable neon-colored flagging tape may be woven through the top of the tree protection fencing, or about 12 inches of orange plastic ski fencing can be attached to the top of the metal chain link fencing to increase visibility to vehicle operators.
- E. **Other:**
1. Do not direct vehicle or equipment exhaust toward protection zones.
 2. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.
 3. Restrict vehicular traffic to areas outside the dripline of the tree, even when the entire dripline is not surrounded by tree protection fencing.
- F. **Mulching – Existing Trees to Remain.** No supplemental mulching is required for existing trees to remain on this project. However, the existing natural topsoil, surface plant litter and live vegetation must remain in place until landscaping, in order to protect the root system of the trees.

1. No site clearing or grubbing or removal of surface vegetation and plant debris shall occur except in the distinct areas where improvements will be located.
2. Depending upon tree and site conditions, the Project Arborist may require mulch material, such as tree trimming chippings from a local tree service, to be delivered to the site and spread around trees as the Work progresses.

1.09 DURING DEMOLITION/CONSTRUCTION:

- A. Project Arborist Presence During Work:
 1. Work around specific trees (such as trenching or excavation near certain trees) is called out on the plans as requiring the Project Arborist to be present during the work.
 2. If not called out on the plans the City may request the Project Arborist presence for the oversight of work near trees. If it is determined that the Project Arborist is required, Contractor to give City at least 4 working days' notice to coordinate having Project Arborist scheduled.

- B. Structures, underground features and other improvements to be removed within any TPZ shall use the smallest equipment possible, and the equipment shall stage outside the TPZ and as far from protected trees as possible. The Project Arborist may be required onsite to monitor demolition activity. If it is determined by the City that the Project Arborist is required onsite, Contractor shall give City at least 4 working days' notice for Project Arborist scheduling.

- C. Unavoidable Vehicle Traffic within TPZ: Where vehicles or equipment must travel within TPZ, protection of the soil to reduce compaction must be accomplished through one or more of the following, to be approved by the Project Arborist and the City:
 1. Apply 6-12 inches of woodchip mulch to the area
 2. Lay 1-inch thick plywood or 4 x 4 inch wood beams over a 4+ inch thick layer of wood chip mulch
 3. Apply 4 to 6 inches of gravel over a taut, staked geotextile fabric
 4. Placing commercial logging or road mats on top of a 4+ inch thick mulch layer
 5. Lay steel plates on top of supportive 4x4" lumber or railroad ties to span over tree root zones.
 6. Note that all stone, and base rock, all geotextile and any mulch exceeding 4 inches in depth will need to be removed after work in the area has been completed.

- D. Unavoidable foot traffic or worker access for construction within TPZ: The ground surface should be cushioned with one or more of the following, agreed upon by the Project Arborist and the City:
1. Flakes taken from bales of hay and overlain with $\frac{3}{4}$ or 1" thick sheets of plywood. Use at least 2 layers of flakes (or as many as needed to provide a 4 to 6 inch height. Move this protection as needed, but keep as much of this protection in place as possible.
 2. 6-inches of mulch overlain by $\frac{3}{4}$ -inch thick plywood
 3. 8-12 inches of mulch spread over the ground surface
- E. Roots that are exposed, must be removed or are damaged:
1. Any soil disturbance within the TPZ and/or the tree dripline (whichever is greater) should be done with great care as follows:
 2. If grading – cut or fill – occurs, then hand or air-spade excavate a *root observation and root cutting trench* at the edge of soil disturbance near a protected tree(s).
 - a. The trench must be to the depth of the excavation at the edge of the soil disturbance.
 - b. Roots that must be removed within the soil disturbance area shall be exposed and cut cleanly within this trench.
 - c. The excavation of this trench must not cause the soil disturbance to come any closer to the tree than is necessary for construction of the improvement.
 - d. The trench must be at least 12 inches wide.
 - e. Within the trench, cut exposed roots that need to be removed cleanly with sharp pruning tools as specified.
 - f. The Project Arborist shall be present to inspect the exposed roots after the trench has been dug and also to observe, supervise and assist with the root cutting.
 - g. If the City does not require the Project Arborist to be present, then leave cut root pieces close to the trees from which they were cut, for the arborist to evaluate at a later time.
 3. Underground Utility Trench excavations: must be dug by hand, air spade or by mechanically tunneling under roots within the area underneath the dripline of trees or within the fenced-off TPZ. Trench cuts should be kept moist by spraying with water and covered until backfilled.
 - a. When mechanical tunneling (boring) is substituted for open trenching, maintain the following depths per trunk DBH in Table 1.0 on the next page. The nearest edge of the excavation for launching and recovery pits shall be located at least the 5xDBH distance from the edge of the trunk of the tree.

DEPTH OF TUNNELING	
	
Tree Diameter (DBH)	Depth of Tunneling
9" Or Less Measured At 6"	2.5'
10-14" Measured At 54"	3.0'
15-19" Measured At 54"	3.5'
More Than 19" Measured At 54" Depth of Tunnel	4.0'

Table 1.0 – Depth of Tunneling

4. Root cutting tools must be sharp and in good condition.
 - a. Mandatory root uncovering and cutting tools include:
 - i. Round-blade shovel
 - ii. Large mattock
 - iii. Tree pruning saws designed for root cutting
 - iv. Pruning loppers with minimum 1-inch diameter cutting capacity
 - b. Recommended root uncovering and cutting tools are:
 - i. Hand mattock
 - ii. Hand trowel shovel
 - iii. Recipro-saw with wood cutting blades and pruning blades – have several new blades on hand
 - iv. Concrete circular saw, rock or root cutting saw, such as Stihl TS-400 with a 12-inch blade. Carbon or diamond-tipped blades – start with a new blade and have extra blades on hand.
 - v. Chain saw for large roots, e.g. over 4 inches in diameter. Start with a new chain and have extra chains on hand.
 - c. Professional root cutting equipment such as a Dosco™ or Vermeer™ root cutting machine may be used for cutting roots over long linear distances, if pre-approved by the Project Arborist.

5. Root Cutting: Leave existing roots in place when possible (e.g. routing pipes underneath if this is acceptable). When roots must be cut, use appropriate root cutting tools as specified above. Roots that are 2 inches or greater in diameter that must be removed or are damaged must be cleanly cut. Roots smaller than 2 inches in diameter are encouraged to be cut. Roots larger than 4 inches in diameter shall not be cut without the Project Arborist's approval.
 - a. Cut roots at a right angle when possible.
 - b. Cut roots back to branch roots growing in a direction away from the work area when possible.

- c. When roots are cut back to a trench wall, cut them flush with the face of the wall.
 - d. Do not break, tear or chop roots.
 - e. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - f. Place all cut roots in a pile near the tree where they were cut so that the Project Arborist may evaluate and document.
6. Covering exposed and/or cut roots and keeping them moist until backfill or other permanent soil covering is in place:
- a. Areas of soil disturbance with tree roots (even if roots are not visible) shall be sprayed with water on at least a daily basis or as directed in writing by Project Arborist.
 - b. On warm days several sprayings may be required. This wetting down shall continue until permanent covering is placed on the exposed soil surface or trenches are backfilled.
 - c. Mulch material placed on level areas will keep those areas moister much longer than if the soil is left bare.
 - d. Trench walls shall be sprayed with water and covered with minimum 2 layers of natural burlap. Synthetic burlap shall not be allowed. Discarded carpeting, old sheets or blankets, cardboard sections, organic mulch held in place with plywood or other materials that will perform the same function and are safe for tree roots may be substituted for natural burlap upon review and approval by Project Arborist.
- F. Structure demolition: structures shall be collapsed inward and/or away from adjacent trees. Demolition equipment must be staged outside TPZ.
- G. Pavement removal may be done with a backhoe if done carefully so as not to damage the trunk of the tree, and to disturb the roots of the tree as little as possible. If the backhoe, excavator or heavy equipment bucket or other soil removing device is working within 6 feet of the trunk of the tree, then the equipment must have ¾-inch thick plywood placed in front of it, or the trunk must be wrapped with straw wattle. The backhoe or other equipment must be staged on existing pavement or outside the TPZ and work backwards. Alternatively, pavement may be broken into manageable pieces (e.g. by hand with jackhammer) and hand placed onto a loader. Where roots larger than 2 inches in diameter have grown into the existing base course material, use the existing material as the new material and do not remove and replace it unless otherwise provided for in the technical specifications or approved in writing by the City. Any roots that are exposed or damaged must be appropriately cut, covered and kept moist as described previously.
- H. Trees Removal. Trees to be removed must be removed without damaging trees to remain. The tree removal method for each tree shall be agreed upon in writing by the Project Arborist prior to any tree removal.
- a. Trees to be felled must fall away from the TPZ of trees to remain.

- b. Trees to be pulled out: If roots are entwined with trees to remain, the Project Arborist may require that the large roots close to the trunk of the tree to be removed be severed close to the trunk before the tree is extracted from the soil, or grinding the stump below ground to avoid damage to the roots of trees to remain.
 - c. If tree canopies are knit together (branches from more than one tree intermingle with each other) then the Contractor may NOT remove these trees – they must instead be removed by a Qualified Tree Service that will cut the trees down carefully in order to avoid damage to adjacent trees and any understory that is to remain.
 - d. If trees to be removed are far away from trees that will remain, the Contractor may remove these trees by pulling or pushing them over as long as roots or aboveground portions of nearby remaining trees will not be damaged. Alternatively and upon written approval by City, grind the stumps of trees to be removed to 12 inches below grade.
- I. Damage to trees: Any damage or injury to trees shall be reported within 6-hours to the In the event of injury, the following mitigation and damage control measures shall apply:
- 1. Root injury: Bark or trunk wounding: Current bark tracing and treatment methods shall be performed by a Qualified Tree Service or the Project Arborist within two days.
 - 2. Scaffold branch or leaf canopy injury: Remove broken or torn branches back to an appropriate branch capable of resuming terminal growth within five days. If leaves are heat scorched from equipment exhaust pipes, consult the Project Arborist within 6 hours.
 - 3. For soil compaction (e.g. tree protection fencing was removed and vehicles were parked in the TPZ – the Project Arborist will require water jet irrigation, radial trench mulching, regular mulching and/or other treatments.
 - 4. Fines for damage to trees:
 - a. \$100 per inch of width (e.g. for bark scraping of trunk or branches), as measured by the Project Arborist.
 - b. Other damage: the full or partial value of the tree as per Trunk Formula Method, Replacement Cost Method or Cost of Repair Method as provided for in the Guide for Plant Appraisal and as determined by the City.

1.10 MISCELLANEOUS:

- A. No herbicides are allowed to be used underneath pavement or in any other area on site.
- B. Any herbicides used on site must be labeled as “safe to use around trees”.
- C. Do not dump cement tailings, chemicals or other waste products into any future landscape area, or within TPZ.

- D. Liming of the soil for soil compaction is not allowed near trees: If there will be any liming on site, Contractor shall consult with the Project Arborist at least 10 days prior to starting liming operation to assure that the lime does not impact trees or other vegetation to remain. A lime-free buffer zone of at least 50 feet from the dripline of any trees or plants shall be maintained between vegetation and liming.
- E. Dust Control Program. During periods of extended drought, wind or grading, spray wash trunk, limbs and foliage to remove accumulated construction dust. The Project Arborist may request removal of accumulated construction dust be completed by the Contractor at the Project Arborist's discretion.
- F. Do not use trees as a winch support.
- G. Do not hang, tie, attach, lean against or otherwise allow materials, supplies, debris or other things to contact trees.
- H. Trees shall not be fertilized before, during or after the construction process unless specifically prescribed by the Project Arborist.

1.11 TREE PROTECTION INSPECTION AND DOCUMENTATION:

- A. Tree Protection Inspections and Documentation: The Project Arborist must supervise any work within the TPZ, or when roots or branches of the tree(s) are encountered or are expected to be encountered – whether or not these are within, around or above the TPZ. The Project Arborist will inspect the site for compliance with this Document 00823 “Tree Protection” periodically from prior to demolition until immediately after construction is completed.
 - 1. Contractor request to City for Project Arborist Inspections shall be made with a minimum of 4 working days advance notice.
- B. Tree Protection Inspection Report is based upon the Project Arborist's inspections. The Tree Protection Inspection Report will be provided to the Contractor for action and shall include status of the following:
 - 1. Inspector name and contact information
 - 2. Date and time of inspection:
 - 3. Date of last inspection
 - 4. Reason for inspection
 - 5. Weather (approximate temperature, any rainfall, etc.)
 - 6. Current demolition or construction work on site
 - 7. Additional demolition or construction work completed since last inspection
 - 8. Tree protection fencing status (including tree protection signage)
 - 9. Mulching status (if required)
 - 10. Tree work done within last inspection period (pruning, irrigation, etc.)
 - 11. Grading, trenching, excavations, cut or exposed roots, root re-cutting and protection
 - 12. Other

- C. The following Project Arborist site inspections are mandatory and must be documented as per the items listed above: It is important that the Contractor provide a construction schedule that covers the tasks that require Project Arborist review or prior inspection so that the Project Arborist can be scheduled.
1. Tree Protection Fencing. The City shall have Project Arborist conducted a field inspection of the trees and that the protective tree fencing is in place prior to issuance of a demolition, grading or building permit, unless otherwise approved by the City.
 2. Pre-Construction Meeting. Prior to commencement of demolition or construction, the Project Arborist shall conduct a pre-demolition/construction meeting to discuss tree protection with the site superintendent, grading equipment operators and the City.
 3. Inspections of Rough Grading or Trenching. The Project Arborist shall perform an inspection during the course of rough grading adjacent to the TPZ to ensure trees will not be injured by compaction, grading, drainage and/or trenching, and if required, inspect tree wells, drains and special paving. The contractor shall provide confirmation to the Project Arborist at least 48 hours advance notice of such activity.
 4. Periodic General Tree Protection Inspections: The Project Arborist shall perform periodic inspections to monitor changing site and tree condition. These inspections may be unannounced. The City shall be in receipt of the inspection report as per above.
 5. Special Activity within the TPZ. Work within this area requires the direct onsite supervision of the Project Arborist.

END OF DOCUMENT

**SECTION 02 40 00
DEMOLITION**

1 PART 1.00 - GENERAL

1.1 DESCRIPTION:

A. SECTION INCLUDES

1. Demolition and removal of buildings, including removal of foundations.
2. Demolition and removal of structures.
3. Demolition and removal of site improvements.
4. Demolition and removal of capped and abandoned site utilities.
5. Demolition materials recycling requirements: The Work of this contract shall provide for a minimum of **60%** by weight of the solid waste generated in the Work to be diverted from landfill disposal through a combination of re-use and recycling activities.
6. This section includes requirements for submittal of:
 - a. Contractor's Waste Management and Recycling Plan prior to the commencement of the Work.
 - b. Contractor's quantitative reports for demolition waste materials generated by the Contractor.

B. NOT INCLUDED

1. Hazardous materials abatement: Hazardous materials abatement must be completed by others before commencement of demolition services.

1.2 DEFINITIONS

- A. Remove: Remove and legally dispose of items, except those identified for use in recycling, re-use, and salvage programs.
- B. Environmental Pollution and Damage: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human or animal life; affect other species of importance to humanity; or degrade the utility of the environment for aesthetic, cultural or historical purposes.
- C. Inert Fill: A permitted facility that accepts inert waste such as asphalt and concrete exclusively for the purpose of disposal.

1. Inert Solids/Inert Waste: Non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous substances or soluble pollutants at concentrations in excess of water-quality standards established by a regional water board and does not contain significant quantities of decomposable solid waste.
- D. Class III Landfill: A landfill that accepts non-hazardous materials such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations. A Class III landfill must have a solid waste facilities permit from the [name of governing state/local entity].
- E. Demolition Waste: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous. This term includes, but is not limited to, asphalt concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The materials may include rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
- F. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.
- G. Recycling: The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- H. Reuse: The use, in the same or similar form as it was produced, of a material which might otherwise be discarded.
- I. Solid Waste: All putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid waste" does not include hazardous waste, radioactive waste, or medical waste as defined or regulated by State law.

1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain property of the City, demolished materials shall become the Contractor's property and shall be removed, recycled, or disposed from Project site in an appropriate and legal manner.
 1. Arrange a meeting no less than ten (10) days prior to demolition with the City representative and other designated representatives to review any salvageable items to determine if the City wants to retain ownership, and discuss Contractor's Waste Management and Recycling Plan.

1.4 SUBMITTALS

- A. Submit under provisions of Division 01.
- B. Submittals for Demolition phase:
 - 1. Proposed dust-control measures.
 - 2. Proposed noise-control measures.
 - 3. Contractor's Waste Management and Recycling Plan:
 - a. Review Contract Documents and site conditions and submit a Waste Management and Recycling Plan to the City.
 - b. Contractor's Waste Management and Recycling Plan must be approved by City prior to the Start of Work.
 - c. Contractor's Waste Management and Recycling Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
 - 4. Contractor's Reuse, Recycling, and Disposal Report
 - a. Submit Contractor's Reuse, Recycling, and Disposal Report with each application for progress payment. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the Project for re-used and recycled materials:
 - b. Contractor's Reuse, Recycling, and Disposal Report must quantify all materials generated in the Work, disposed in Class III Landfills, or diverted from disposal through recycling.
 - c. Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.
 - 5. At Project closeout:
 - a. Record drawings: Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.5 QUALITY ASSURANCE

- A. The Contractor shall comply with the requirements of local and State jurisdictions, including the latest edition of the California Green Building Code Mandatory Measures.

- B. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, water, electrical, telephone, or sewer service to remove any equipment in the structures to be demolished and to remove, disconnect, cap, or plug their services to facilitate demolition.

1.6 SITE CONDITIONS

- A. Prior to demolition, the Contractor shall obtain written verification from the utility owner(s) that the existing utilities are not operational and are ready for demolition.
- B. Do not interrupt existing utilities serving occupied or operational facilities, except when authorized by City. Provide temporary services during interruptions to existing utilities as acceptable to the City.
- C. Use of explosives for demolition work is not permitted.

1.7 TRAFFIC AND ACCESS

- A. Conduct work to ensure minimum interference with on-site and off-site roads, streets, sidewalks, and occupied or used facilities.
- B. Special attention is directed towards maintaining safe and convenient access to the existing facilities remaining in operation by plant personnel and plant associated vehicles, including trucks and delivery vehicles.
- C. Do not close or obstruct streets, sidewalks, or other occupied or used facilities without permission from the City. Provide alternate routes around closed or obstructed traffic in access ways.

1.8 PROTECTION

- A. Conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, other facilities, and persons. Provide interior and exterior shoring, bracing, or support to prevent movement or settlement or collapse of structures to be demolished and adjacent facilities to remain.
- B. Construction Fence: Contractor is required to fence the site and provide an adequate level of safety and protection at all times during construction.
- C. Damage: Promptly repair damages to adjacent facilities caused by demolition operations at no cost to the City.

1.9 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. The Contractor shall comply with the governing regulations.

- B. Clean adjacent structures and improvements of all dust and debris caused by demolition operations. Return areas to conditions existing prior to the start of Work.

2 PART 2.00 – PRODUCTS (NOT USED)

3 PART 3.00 - EXECUTION

3.1 DEMOLITION PROCEDURES

- A. Demolition shall be the breaking up, cutting, filling of any holes resulting, final grading of the area, performing any other operations required, and the removal from the site of all structures and equipment (structures, substructures, floor slabs, equipment, tanks, pipes, fittings, electrical systems, light poles, wiring, underground conduits and wiring, isolated slabs, and sidewalks) as indicated on the Drawings. All pieces of concrete, metal, and any other demolished material shall be removed to a depth of at least 5-feet below existing grade. Broken pieces of concrete may be size reduced by an on-site crusher, but in any event must be removed from the project site. Before commencing structural demolition, remove all mechanical, electrical, piping, and miscellaneous appurtenances.
- B. To Be Removed: Where indicated on the Drawings, the structures and equipment shall be completely removed from the site with all associated connecting piping or electrical service. The item shall be taken whole or in parts to be salvaged or disposed of by the Contractor.
- C. To Be Abandoned: Where indicated on the Drawings, the structures and equipment shall be left in place, drained, and the contents properly disposed. The upper 4-feet of the structure shall be cut and removed, including the cover slab and access port, frame, and cover. All structures to be abandoned with bottom slabs shall be drilled (2 holes minimum, 2.0-inch diameter each) or hole punched to prevent flotation and filled with common fill.
- D. To Be Protected: Where indicated on the Drawings, the utility service, fence, structure, tree, or device so designated shall be temporarily protected during the prosecution of the demolition work as specified in Division 1.
- E. To Remain: Where indicated on the Drawings, the designated facilities shall remain intact and in service during the prosecution of the demolition work

END OF SECTION

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SECTION 31 10 00

SITE CLEARING

1. PART 1 – GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Removing trees and other vegetation.
2. Clearing and grubbing.
3. Topsoil stripping.
4. Removing above-grade site improvements.
5. Disconnecting, capping or sealing, and abandoning site utilities in place.
6. Disconnecting, capping or sealing, and removing site utilities.

B. Related Sections include the following:

1. Division 0/1 General and Special Conditions.
2. Division 2 Section "Demolition" for demolition of buildings, structures, and site improvements.
3. Document 00 08 23 "Tree Protection" for protecting trees remaining on-site that are affected by site operations.
4. Section 31 22 00 "Grading" for soil materials, excavating, backfilling, and site grading.

1.2 DEFINITIONS

A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of weeds, roots, and other deleterious materials.

1.3 MATERIALS OWNERSHIP

A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.4 SUBMITTALS

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

B. Record drawings according to Division 1 Section "Contract Closeout."

1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing indicated removal and alteration work on property adjoining Owner's property will be obtained by Owner before award of Contract.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Notify utility locator service for area where Project is located before site clearing.

2. PART 2 - EXECUTION

2.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

2.2 TREE PROTECTION – See Document 00 08 23 "Tree Protection" for protecting trees remaining on-site that are affected by site operations.

2.3 UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.

- D. Excavate for and remove underground utilities indicated to be removed.

2.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches (450 mm) below exposed subgrade.
4. Use only hand methods for grubbing within drip line of remaining trees.

- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding 8-inch (200-mm) loose depth, and compact each layer to a density equal to adjacent original ground.

2.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.

- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.

- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
2. Do not stockpile topsoil within drip line of remaining trees.
3. Dispose of excess topsoil as specified for waste material disposal.
4. Stockpile surplus topsoil and allow for respreading deeper topsoil.

2.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

2.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 22 00

GRADING

1. PART 1 – GENERAL

1.1 SUMMARY

- A. In accordance with pertinent provisions of this Section, excavate, backfill, compact, and grade the site to the elevations shown on the Drawings and as needed to meet the requirements of the construction shown in the Contract Documents.
- B. Related Sections include the following:
 - 1. Division 0/1 General and Special Conditions.
 - 2. Division 2 Section "Demolition" for demolition of buildings, structures, and site improvements.
 - 3. Section 31 13 11 "Tree Protection" for protecting trees remaining on-site that are affected by site operations.
 - 4. Section 31 10 00 "Site Clearing"

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the Owner's soil engineer.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of General Conditions.

2. PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Fill and backfill materials:
 - 1. Provide soil materials free from organic matter and deleterious substances, containing no rocks or lumps over 6" in greatest dimension, and with not more than 15% of the rocks or lumps larger than 2-3/8" in their greatest dimension.
 - 2. Fill material is subject to the approval of the Owner's soil engineer, and is that material removed from excavations or imported from off-site borrow areas, predominantly granular non-expansive soils, free from roots and other deleterious matter.
 - 3. Do not permit rocks having a dimension greater than 1" in the upper 12" of fill or embankment.
 - 4. Cohesionless material used for structural backfill:
 - a. Provide sand free from organic material and other foreign matter, and as approved by the Owner's soil engineer.

2.2 WEED KILLER

- A. Provide a dry, free-flowing, dust-free chemical compound, soluble in water, capable of inhibiting growth of vegetation, and approved for use on this Work by governmental agencies having jurisdiction.

2.3 TOPSOIL

- A. Where and if shown on the Drawings or otherwise required, provide topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoils, roots, heavy or stiff clay, stones larger than 2" in greatest dimension, noxious weeds, sticks, brush, litter, and other deleterious matter.
- B. Obtain topsoil from sources within the project limits, or provide imported topsoil obtained from sources outside the project limits, or from both sources.

3. PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 CLEARING, GRUBBING, AND PREPARING AREAS TO BE FILLED

- A. All vegetable matter, trees, root systems, shrubs, debris, and organic topsoil shall be removed from all structural areas and areas to receive fill to a minimum depth of 4".

3.3 PROCEDURES

A. Utilities:

1. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
2. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Engineer and secure his instructions.
5. Do not proceed with permanent relocation of utilities until written instructions are received from the Architect.

B. Protection of persons and property:

1. Barricade open holes and depressions occurring as part of this Work, and post warning lights on property adjacent to or with public access.
2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.

- C. De-watering:
 - 1. Remove all water, including rainwater, encountered during trench and substructure work to an approved location by pumps, drains, and other approved methods.
 - 2. Keep excavations and site construction area free from water.
- D. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- E. Maintain access to adjacent areas at all times.

3.4 EXCAVATING

- A. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades, and elevations indicated and specified herein.
- B. Satisfactory excavated materials:
 - 1. Transport to, and place in, fill or embankment areas within the limits of the Work.
- C. Unsatisfactory excavated materials:
 - 1. Excavate to a distance below grade as directed by the Owner's soil engineer, and replace with satisfactory materials.
 - 2. Include excavation of unsatisfactory materials, and replacement by satisfactory materials, as parts of the work of this Section.
- D. Surplus materials:
 - 1. Dispose of unsatisfactory excavated materials, and surplus satisfactory excavated material, away from the site at disposal areas arranged and paid for by the Contractor.
- E. Excavation of rock:
 - 1. Where rocks, boulders, granite, or similar material is encountered, and where such material cannot be removed or excavated by conventional earth moving or ripping equipment, take required steps to proceed with the general EARTH MOVING operations of the Work, and remove or excavate such material by means which will neither cause additional cost to the Owner nor endanger buildings or structures whether on or off the site.
- F. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.
- G. Ditches and gutters:
 - 1. Cut accurately to the cross sections, grades, and elevations shown.
 - 2. Maintain excavations free from detrimental quantities of leaves, sticks, trash, and other debris until completion of the Work.
 - 3. Dispose of excavated materials as shown on the Drawings or directed by the Owner's soil engineer; except do not, in any case, deposit materials less than 3'-0" from the edge of a ditch.
- H. Unauthorized excavation:
 - 1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Engineer or the Owner's soil engineer.
 - 2. Under footings, foundations, or retaining walls:

- a. Fill unauthorized excavation by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering the required top elevation.
 - b. When acceptable to the Owner's soil engineer, lean concrete fill may be used to bring bottom elevations to proper position.
2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the Owner's soil engineer.
- I. Stability of excavations:
 1. Slope sides of excavation to 1:1 or flatter, unless otherwise directed by the construction soil engineer.
 2. Shore and brace where sloping is not possible because of space restrictions or stability of the materials being excavated.
 3. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
 - J. Shoring and bracing:
 1. Provide materials for shoring and bracing as may be necessary for safety or personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction.
 2. Maintain shoring and bracing in excavations regardless of the time period excavations will be open.
 3. Carry shoring and bracing down as excavation progresses.

3.5 FILLING AND BACKFILLING

- A. Backfill excavations as promptly as progress of the Work permits, but not until:
 1. Acceptance of construction below finish grade.
 2. Inspecting, testing, approving, and recording locations of underground utilities.
 3. Concrete formwork is removed.
 4. Shoring and bracing are removed, and voids have been backfilled with satisfactory materials.
 5. Trash and debris have been removed.
 6. Horizontal bracing is in place on horizontally supported walls.
- B. Ground surface preparation:
 1. See soils report for overexcavation and recompaction requirements.
 2. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from the ground surface prior to placement of fills.
 3. Plow, strip, or break up surfaces steeper than one vertical to four horizontal, so that fill material will bond with existing surface.
 4. When existing ground surface has a density less than that specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

5. At exposed soils in areas to be paved or to support slab-on-grade, scarify to a minimum depth of 6", and re-compact at a moisture content that will permit proper compaction as specified for fill.

C. Placing and compacting:

1. Place backfill and fill materials in layers not more than 8" in loose depth.
3. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
3. Compact each layer to required percentage of maximum density for the area.
4. Do not place backfill or fill material on surfaces that are muddy, frozen, or containing frost or ice.
5. Place backfill and fill materials evenly adjacent to structures, to required elevations.
6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structures to approximately the same elevation in each lift.

3.6 EARTH MOVING

A. General:

1. Uniformly grade the areas within limits of EARTH MOVING under this Section, including adjacent transition areas.
2. Smooth the finished surfaces within specified tolerance.
4. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
5. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8'-0", unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.

B. EARTH MOVING outside building lines:

1. Grade areas adjacent to buildings to achieve drainage away from the structures, and to prevent ponding.
2. Finish the surfaces to be free from irregular surface changes, and:
 - a. Shape the surface of areas scheduled to be under walks to line, grade, and cross-section, with finished surface not more than 0.10 feet above or below the required subgrade elevation.
 - b. Shape the surface of areas scheduled to be under pavement to line, grade, and cross-section, with finished surface not more than 0.05 feet above or below the required subgrade elevation.

3.7 COMPACTING

- A. Control soil compaction during construction to provide the minimum percentage of density specified for each area as determined according to ASTM D1557. See soils report.
- B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place, and as approved by the Owner's soil engineer:
 1. Structures:

- a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
- 2. Lawn and unpaved areas:
 - a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density;
 - b. Compact the upper 12" of filled areas, or natural soils exposed by excavating, at 85% of maximum density.
- 3. Walks:
 - a. Compact the top 6" subgrade and each layer of fill material or backfill material at 90% of maximum density.
- 4. Pavements and slabs-on-grade:
 - a. Compact the top 6" of subgrade and each layer of fill material or backfill material at 95% of maximum density.
- C. Moisture control:
 - 1. Where subgrade or layer of soil material must be moisture-conditioned before compacting, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compacting operations.
 - 2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
 - 3. Soil material that has been removed because it is too wet to permit compacting may be stock-piled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture density relation tests approved by the Owner's soil engineer.

3.8 FIELD QUALITY CONTROL

- A. Secure the Owner's soil engineer's inspection and approval of subgrades and fill layers before subsequent construction is permitted thereon.

3.9 MAINTENANCE

- A. Apply hydroseed uniformly to all newly graded areas. Apply only approved seed mix design. Contractor shall submit seed mix design and obtain written approval from Owner prior to application of any hydroseed.
- B. Protection of newly graded areas:
 - 1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds;
 - 2. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

END OF SECTION

**SECTION 32 90 00
PLANTING**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide planting work and planting maintenance complete as shown on the drawings and as specified including staking and layout of the landscaping and soil sampling as required by the State of California Model Water Ordinance.
- B. Related work specified elsewhere includes:
 - 1. Section 31 10 00 Site Clearing
 - 2. Section 31 22 00 Grading

1.2 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. Ordinances and Regulations: All local, municipal and state laws, codes and regulations governing or relating to all portions of this work are hereby incorporated into and made a part of these Specifications. Anything contained in these Specifications shall not be construed to conflict with any of the above codes, regulations or requirements of the same. However, when these Specifications and Drawings call for or describe materials, workmanship or construction of a better quality, higher standard than is required by the above mentioned codes and regulations, the provisions of these Specifications and Drawings shall take precedence. Furnish without extra charge additional materials and labor required to comply with above rules and regulations.
 - 2. Contractor shall be familiar with and follow the State of California Model Water Ordinance, California Code of Regulations, Title 23 Waters, Division 2, Department of Water Resources, Chapter 2.7. Also, the Contractor is responsible to follow all local water ordinances and the Soil Management/Analysis Report with verifying implementation.
 - 3. "Sunset Western Garden Book," Lane Publishing Co., Menlo Park, California; current edition.
 - 4. "American Standards for Nursery Stock," American Association of Nurseryman, 230 Southern Building, Washington, D.C. 20005.
 - 5. Alameda Countywide Clean Water Program (ACCWP) or member agency having jurisdiction over the project work.
 - 6. US Composting Council Compost analysis Program (CAP)
 - 7. Test Methods for the Evaluation of Composting and Compost (TMECC)
 - 8. International Society of Arboriculture, Guide for Plant Appraisal, latest version.
 - 9. United States Composting Council (USCC) Seal of Testing Assurance (STA) program.
 - 10. TMECC: Refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).
 - 11. Manufacturer's recommendations.
- B. Qualifications:
 - 1. Experience: Assign a full-time employee to the job as foreman for the duration of the Contract who is certified landscape technician, certification through CLCA or minimum of four (4) years' experience in landscape installation and maintenance supervision, with

experience or training in turf management, entomology, pest control, soils, fertilizers and plant identification. Provide qualifications to the City for acceptance.

2. Labor Force: Provide a landscape installation and maintenance force thoroughly familiar with, and trained in, the work to be accomplished to perform the task in a competent, efficient manner acceptable to the City.

C. Requirements:

1. Supervision: The foreman shall directly supervise the work force at all times and be present during the entire installation. Notify Owner's Representative of all changes in supervision.
2. Identification: Provide proper identification at all times for landscape maintenance firm's vehicles and a labor force uniformly dressed in a manner satisfactory to Owner's Representative.
3. Planting soils and organic amendments shall meet the AACWP requirement for the storm water treatment measures used with this project work.

D. Plant Material Standards

1. Quality and Size of Plants: Conform to the State of California Grading Code of Nursery Stock, No. 1 grade and American Standards for Nursery Stock," American Association of Nurseryman. Use only nursery-grown stock which is free from insect pests and diseases.
2. Comply with federal and state laws requiring inspection for plant diseases and infestations. Submit inspection certificates required by law with each shipment of plants, and deliver certificates to the Owner. Obtain clearance from the County Agricultural Commissioner as required by law, before planting plants delivered from outside the County in which planted.

E. Soil and Soil Amendment Testing and Analysis:

1. Soils Testing Agency: Soil and Plant Laboratory, Inc., 1101 Winchester Blvd., Suite G-173, San Jose, CA 95128, Tel. (408) 727-0330; or Root Zone Associates, P.O. Box 18911, San Jose, CA 95118; Tel. (408) 264-7024, or approved equal.
2. All soils and organic soil amendments shall be submitted and tested by an accredited soils analyst. A standard soil analysis report shall identify sample source and include chemical analysis, fertility, agricultural suitability, and infiltration rates for soils. The report shall include all major nutrients, pH, salinity, boron, sodium, micronutrients, copper, zinc, manganese and iron, adsorption rate, organic content, soil texture and particle sizes. The report shall also include recommendations for modification of the soil(s) for agricultural suitability and compliance with the specified requirements, ordinances and regulations noted herein.
3. Upon approval of the soils report by the Owner's Representative, the recommendations in the report shall become a part of the Specifications and the quantities of soil amendment, fertilizer and other additives shall be adjusted to conform with the report at no additional cost to the owner. Request Testing Laboratory to send one copy of test results directly to Owner's Representative and one copy to the City.
4. Topsoil Analysis Compliance Report
 - a. After approval of rough grading and topsoil placement, obtain minimum of two representative one quart samples of topsoil taken from accepted site locations at depth of 4" to 6" below finish grade and submit to an accredited Soils Laboratory for evaluation of physical and chemical properties of soil including all major nutrients; pH, salinity, boron, sodium, micronutrients, copper, zinc, manganese and iron; and infiltration rate, soil texture and organic content, along with a summary describing the degree of compliance with the specified requirements.

- b. The existing topsoil analysis report will be used to identify any required additives that need to be added to the topsoil as well as identify if imported soils are compatible for use with the existing topsoil.
 - c. Submit documentation verifying implementation of soil analysis report recommendations.
 - d. The Contractor is responsible to follow all local water ordinances and make available to the local agency the soil analysis report and verification of its implementation as required.

- F. Damage from Deer, Rodents, Insects and Disease
 - 1. Investigate planting for signs of damage from Deer, Rodents, Insects and Disease and provide repellents, barriers, or treatment and/or replacement upon discovery. Replace all damaged plants as described below in PLANTING ESTABLISHMENT MAINTENANCE.

- G. Mitigation of Lime Treatment of Site Soil.
 - 1. If site work includes Lime Treatment of the site soil, the Contractor shall remove and replace the treated soil in all planting areas with approved imported planting soil and insure that the planting areas drain. If planting areas fail to properly percolate and drain, provide subsurface drainage structures as accepted by the Owner's Representative. Refer to PART 3 -EXECUTION for mitigation of the lime treated soil areas.

- 1.3 SUBMITTALS, per Doc.00700 General Conditions.
 - A. Submit to the Owner's Representative, Manufacturer's current catalog cuts and technical data sheets of the following:
 - 1. Fertilizers
 - 2. Iron Sulfate
 - 3. Tree and Plant Ties /Support/Guying Materials
 - 4. Landscape Edging/ Header Board
 - 5. Burlap Fabric

 - B. Plants and Seeding Samples: Submit following planting samples along with certificates of compliance / analytical data from suppliers for degree of compliance and recommendations:
 - 1. Certificates of compliance for Hydroseed Mixes, Mulch and Tackifier for natural area seeding.

 - C. Soil Amendment and Mulch Sample and Analysis Reports:
 - 1. Organic (Soil) Amendment(s): Submit 1-pint sample with certificate of compliance / analytical data Sheet. For Composted Organic Amendment, include STA certification.
 - 2. Organic Mulch: Submit 1-pint sample with source and list of ingredients.
 - 3. Organic Soil Amendment Delivery Receipts

 - D. Planting Soil(s): Submit 1 pint samples along with Laboratory certificates of compliance / analytical data sheet and recommendations, including but not limited to the required samples listed below. The sample submitted for testing shall be from the supplier's current soil source and dated less than 6 months prior to installation. State the name and location of the supply source. Upon approval of the Laboratory's recommendations by the Owner's Representative, the recommendations in the report shall become a part of the Specifications:
 - 1. Imported Site Makeup Planting Soil: For use in augmenting existing Site Planting Soil (TOPSOIL).
 - 2. Subsoil Analysis Sample.

3. Existing Site Topsoil Analysis Report.
- E. Organic Soil Amendments Delivery Receipts
 1. Provide delivery receipts for quantities of organic soil amendments delivered to the site.
- F. Topsoil Analysis (Soil Management) Report
 1. After approval of rough grading, obtain minimum of three representative one quart samples of topsoil taken from accepted site locations at depth of 4" to 6" below finish grade and submit to an accredited Soils and Plant Laboratory for evaluation of physical and chemical properties of soil including all major nutrients; pH, salinity, boron, sodium, micronutrients, copper, zinc, manganese and iron; and infiltration rate, soil texture and organic content, along with a summary describing the degree of compliance with the specified requirements. The report shall also include recommendations for modification of the soil for agricultural suitability.
 2. Upon request by Owner, submit documentation verifying implementation of soil analysis report recommendations to the local agency with Certificate of Completion as required by the State of California Model Water Ordinance
- G. Approval of Laboratory Report
 1. Upon approval of the Laboratory's report by the Owner's Representative, the recommendations in the report shall become a part of the Specifications and the quantities of soil amendment, fertilizer and other additives shall be adjusted to conform with the report at no additional cost to the owner. Request Testing Laboratory to send one copy of test results directly to Owner's Representative and one copy to the Owner.

1.4 PROJECT/SITE CONDITIONS

- A. Site Visit: At beginning of work, visit and walk the site with the Owner's Representative to clarify scope of work and understand existing project/site conditions.
- B. Protection of Plants from Deer: Contractor shall be responsible for protection of all planting from deer as described in Part 3- Execution.

1.5 WARRANTY AND REPLACEMENT, per Doc.00700 General Conditions .

- A. Warrant all plants and planting to be in a healthy, thriving condition until the end of the maintenance period, and deciduous trees, shrubs and vines beyond that time until active growth is evident.
- B. Replace all dead and damaged plants and plants not in a vigorous condition immediately upon discovery and as directed by the Owner's Representative at Contractor's expense. Install replacement plants before the final acceptance at the size specified.
- C. Warrant all plant material for a period of one year after final acceptance of the maintenance period against plant materials with defects at the time of installation.
- D. Warrant plant installation and maintenance by Contractor against defects for a period of one year.

PART 2 - PRODUCTS

2.1 SPECIAL HYDROSEED MIXES

- A. Seed: Incorporate the following seed uniformly in hydromulch with tackifier at the specified rates per acre. Provide seed of the latest crop, labeled in accordance with the California Food Agricultural Code with the following ingredients per acre:
1. Hydroseed Mix:
 - 65% Zorro Fescue (*Festuca megalura*)
 - 30% Hykon Clover / Rose Clover (*Trifolium hirtum*)
 - 5% Wildflower Mix
 - California Poppy (*Eschscholzia californica*)
 - Lupine (*Lupinus succulentus*)
 - Tidy Tips (*Layia platyglossa*)
 - Seed Rate: 60 lbs/acre
 - Wood Fiber: As specified below, minimum 1,800 lbs/acre
 - Fertilizer (16-20-0): 450 lbs/acre
 - Stabilizer: As provided with Hydroseed Mulch with Tackifier specified below, minimum 80 lbs/acre

As available from Pacific Coast Seed, Livermore, CA (925) 373-4417; Delta Growers Seed, Stockton, CA (209) 931-0684 or approved equal.
- B. Seeds of Legumes: Inoculated with pure culture of nitrogen-fixing bacteria prepared specifically for legume species in accordance with inoculant manufacturer's instructions.
- C. Seed Certification: All seed shall be in conformance with the California State Seed Law of the Department of Agriculture. Each seed bag shall be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer's guarantee, and dates of test. In addition, the container shall be labeled to clearly reflect the amount of Pure Live Seed (PLS) contained. Prior to seeding at the request of the owner, the contractor shall provide a letter of certification, original Association of Official Seed Analysts (AOSA) seed test results, and calculations of PLS content.
- D. Seed Inoculation: All legume seed shall be pellet-inoculated and provided in Bulletin AXT-280 of the University of California Cooperative Extension, "Pellet Inoculation of Legume Seed." Inoculant sources shall be species specific and shall be applied at a rate of 2 pounds of inoculant per one hundred pounds of seed.
- E. Fiber Mulch with Tackifier: "Conwed Fibers Hydro Blanket" at the rate of 3000lbs. per acre Buffalo Grove, IL, (800) 366-1180; EcoFiber; or approved equal fibrous, wood cellulose with tackifier containing no growth or germination inhibiting factors and manufactured in such a manner that after addition and agitation in slurry tanks with fertilizer, seed, water and other approved additives, the fibers in the material become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material forms a blotter-like ground cover impregnated uniformly with seed; and which, after application, allows the absorption of moisture and rainfall to percolate to the underlying soil. The fibrous mulch in its air-dry state shall contain not more than 15% by weight of water. The fiber shall have a temporary green dye and shall be accompanied by a certificate of compliance stating that the fiber conforms to these specifications.

- F. The Tackifier/Stabilizer: Shall be an organic substance supplied in powder form and shall be psilium-based and packed in clearly marked bags stating the contents of each package. The California Department of Food and Agriculture shall certify the material as an Auxiliary Soil Chemical.
- G. Hydroseed Fertilizer: Hydroseed fertilizer to be used in the slurry shall be commercial fertilizers conforming to the requirements of the California Food and Agricultural Code; uniform in composition, with a guaranteed chemical analysis of 16% Nitrogen, 20% Phosphoric Acid, and 0% Potash (16-20-0) plus Sulfur (approximately 15%).

2.2 ORGANIC AMENDMENT: For use with in situ soils (on-grade)

A. Ground Redwood or Ground Fir Bark with the following properties:

1.	<u>Percent Passing Sieve Designation</u>		
	100	9.51 mm	3/8"
	50-60	6.35 mm	1/4"
	20-40	4.76 mm	No. 4
	0-20	2.38 mm	No. 8 8 mesh

Redwood Sawdust

Dry bulk density, lbs. per cu. yd., 260-280
 Nitrogen stabilized - dry weight basis, min. 0.4%
 Salinity (ECe): 4.0 maximum
 Organic Content: 90% minimum
 Reaction (pH): 4.0 minimum

Ground Fir and/or Pine Bark

Dry bulk density, lbs. per cu. yd., Min. 350
 Nitrogen stabilized - dry weight basis, min. 0.5%
 Salinity (ECe): 4.0 maximum
 Organic Content: 90% minimum
 Reaction (pH): 4.0 minimum

- B. Submittal: Submit sample along with analytical data from an approved laboratory for degree of compliance to the Owner’s Representative within two weeks after award of Contract.

2.3 MULCH

A. Organic Mulch:

- 1. Decorative Fir bark, dark in color; Medium 1/2-inch to 1-1/2-inch size.

- B. Submittal: Submit samples of organic mulch to the Owner’s Representative for approval within two weeks of award of Contract. Resubmit until acceptable to the City, at no extra cost.

2.4 EXISTING PLANTING SOIL (TOPSOIL):

- A. Existing Planting Soil (TOPSOIL) is defined as on-site surface soil. Satisfactory planting soil shall be free of subsoil, clay, lumps, stones, and other objects over 4" in diameter, and without weeds, roots, and other objectionable material.

- B. Strip planting soil to whatever depths encountered, a maximum of 12 inches in a manner to prevent intermingling with the underlying subsoil or other objectionable material. Topsoil

stripping is limited to area outside “Drip Line” of existing trees to remain and areas indicated on drawings and as approved by the Owner's Representative.

- C. Remove heavy growths of grass from areas before stripping.
- D. Stockpile topsoil in storage piles in areas shown, or where designated by Owner. Do not mix topsoil with subsurface soils. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.
- E. If herbicide contamination is suspected then a radish/ryegrass growth trial must be performed. Consult with Owner’s Representative prior to decision to test or not.

2.5 SUBSOIL SAMPLING SUBMITTAL (Existing Site Soil)

- A. Contractor to obtain a minimum of one representative sample of existing site soil from approved site soil location(s) where any subgrade soil is to receive a layer of imported planting soil over it and submit sample to an accredited Soils Laboratory for analysis and comparison to imported soil for evaluation of compatibility. The laboratory report shall show chemical analysis stating source, fertility, agricultural suitability and particle size including total combined silt and clay content for determining the total desirable combined silt and clay content of the imported planting soil.
- B. Submittal: Submit sample and analysis report for approval by the Owner’s Representative as noted in PART 1, Submittals.

2.6 IMPORTED PLANTING SOIL (TOPSOIL):

- A. Imported Planting Soil for general use in augmenting existing Site Planting Soil shall be fertile, friable, natural, productive soil containing a normal amount of humus, and shall be capable of sustaining healthy plant life. Imported planting soil shall be screened and shall be free of subsoil, heavy or stiff clay, rocks, gravel, brush, roots, weeds, noxious seeds, sticks, trash, and other deleterious substances. Soil shall not be infested with nematodes or with other noxious animal life or toxic substances. Soil shall be obtained from well-drained, arable land, and shall be of an even texture. Soil shall not be taken from areas on which are growing any noxious weeds such as Morning Glory, Sorrel, or Bermuda Grass.
- B. Imported Planting Soil shall have a pH value of between 6.0 and 7.5, a boron concentration of the saturation extract of less than 1 ppm, salinity of the saturation extract at 25 degrees C. of less than 4.0 millimoles, and a sodium absorption rate (SAR) of less than 8.
- C. The silt and clay content of Imported Planting Soil shall not exceed that of the existing soil it is to be placed over. Except where otherwise required, it shall be a "Sandy Loam" as classified in accordance with USDA Standards with a combined total of between 25% to 40% Clay and Silt.
- D. Submittal: submit for approval a 1-quart sample of proposed import soil, together with a standard soil analysis report by an accredited soils analyst showing chemical analysis stating source, fertility, agricultural suitability and particle size distribution of the soil. Deliver the sample to the Owner’s Representative minimum two weeks before starting the contemplated hauling of the soil.
- E. Submittal: Also, provide Existing Site Soil sample analysis report for comparison with the Imported Planting Soil report.

- F. Following approval of the sample, provide a one-half cubic yard sample, which shall be stored at the site of work for comparison with subsequent loads of soil. The comparison sample shall be protected by a cover until the furnishing of all soil has been completed and accepted. Should the soil submittal lack certain requirements which can be added to the soil, the Owner's Representative will consider a request by the Contractor to amend the soil as recommended by the Soils Analyst at the Contractor's expense.

PART 3 - EXECUTION

3.1 FINE GRADING AND SOIL PREPARATION

- A. General
1. Soil in all planting areas shall be moist, but not so moist that it sticks to a hand shovel, and loose and friable to a minimum depth of 12 inches with a relative maximum compaction of 85%. Rip and scarify and dry any areas that do not meet this requirement.
- B. Before proceeding with the work: Carefully inspect all areas and verify all dimensions and quantities. Immediately inform the Owner's Representative of any discrepancy between the drawings and specifications and actual conditions and secure approval to proceed.

3.2 LIME TREATED SOIL REMOVAL

- A. All Lime treated soils shall be removed full depth of treated soil from planting areas where it occurs and replaced with approved planting soil as accepted by Owner's Representative.
- B. As-Built Drawing Requirement: Contractor shall field measure and record all lime treated areas on As Built Drawings showing both depth and extent of areas treated to aid in subsequent removal of material in planting areas.
- C. Following removal of lime treated material, scarify subgrade to a minimum depth of 6 inches and test for drainage.
- D. Test subgrade in all planting areas for drainage by flooding with minimum 4 inch depth of water puddle and verify complete absorption of standing water within two hours. If standing water is still present after two hours, provide perforated pipe and drain rock "French Drain" system in bottom of non-draining planters and connect to storm drainage system, as accepted by Owner's Representative prior to backfilling with approved planting soil.

3.3 PLANTING SOIL PLACEMENT

- A. Planting Soil Placement:
1. Inspect planting areas and remove all base rock and other foreign material. Verify placement of planting soil within dripline of trees with Owner's Representative. Except within tree driplines, rip all planting areas in two directions full depth of compacted fill (to a minimum of 12 inches) into undisturbed native soil prior to backfilling. Scarification of any planting area which cannot be accomplished with a tractor shall be accomplished by an alternative method approved by the Owner's Representative to the specified depth to ensure proper percolation/drainage.
 2. Prior to placing planting soil secure the Owner's Representative's acceptance of the planting areas subgrade condition. Test depth of loose soil with hand shovel in presence of Owner's Representative in several locations as directed. After acceptance of the planting areas subgrade condition, uniformly distribute and spread planting soil backfill

- over scarified subgrade in planting areas as specified and compact to a maximum of 85% relative compaction.
3. Do not work planting soil in a wet or muddy condition or dump or spread in areas where subgrade is not in proper condition.
 4. Water settling, puddling, and jetting of fill and backfill materials as a compaction method is not acceptable.
 5. Provide a minimum of 12" depth in planting areas, or more where shown or specified otherwise.
- B. All planting areas soil shall be loose and friable prior to planting. Rip any overly compacted and re-compacted planting areas in two directions full depth of compacted soil prior to planting.
- C. Planting operations shall be performed only during periods when beneficial results can be obtained. When excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped until conditions are satisfactory.
- D. Thoroughly wet down the planting areas to settle the soil and confirm irrigation coverage and operation. Allow soil to dry so as to be workable as described herein.
- E. Drag to a smooth, even surface. Grade to form all swales. Pitch grade with uniform slope to catch basins, streets, curb, etc., to ensure uniform surface drainage. Areas requiring grading include adjacent transition areas that shall be uniformly sloped between finish elevations. Slope surface away from walls so water will not stand against walls or buildings. Control surface water to avoid damage to adjoining properties or to finished work on the site. Take required remedial measures to prevent erosion of freshly graded areas and until such time as permanent drainage and erosion control features have been installed. Refer to Erosion Control Netting below for treatment of slopes 3:1 and steeper.
- F. Finish Grade: Hold finish grade and/or mulch surface in planting areas 1/2-inch below adjacent pavement surfaces, tops of curbs, manholes, etc. The subgrade of the mulch in mulched planting areas shall be a minus 2 inches for a distance of 12 to 18 inch from the edge of pavement. The remainder of the planting area shall be graded to receive the required 3 inch layer of mulch.
- G. In Situ Soil Preparation:
1. Spread organic amendment, iron and Type A fertilizer evenly over installed and rough graded on-site topsoil in all planting areas including turf, ground cover and shrub areas at the following rates:
 - a. Organic Amendment: 6 cubic yards per 1,000 square feet
 - b. Fertilizer: Type-A (6-20-20) at 20 lbs. per 1,000 square feet.
 - c. Iron Sulfate: 10 lbs. per 1,000 square feet
 2. In the case of a contradiction between the quantity of organic amendment required by the Contractor-obtained soils laboratory analysis and the specified quantity shown above, the greater of the two quantities shall take precedence.
 3. Rototill above additives into soil 6 to 8 inches deep. Keep iron sulfate off pavement and other surfaces to prevent rust staining. Correct all rust damage to work.
 4. Planting soil shall have a pH range of 6.5 to 7.5.
- H. After the rototill work, float areas to a smooth, uniform grade as indicated on the drawings. Slope all planting areas to drain. Roll, scarify, rake and level as necessary to obtain true, even planting surfaces. Remove rocks, sticks and debris 1 inch and larger in size in turf areas and 2

inches or larger in shrub and ground cover areas. Secure approval of the grade by the Owner's Representative before any planting.

3.4 WEED GERMINATION

- A. Following soil preparation and fine grading of planting areas, irrigate the planting areas to germinate any weed seeds for a minimum period of 21 days or as approved by Owner's Representative. Maintain the soil in a damp condition for a minimum depth of 4 inches. Following approval of the weed germination by the Owner's Representative remove weeds. Chemical weed killers are not permitted. Confirm the weed kill and allow the soil to dry out to optimum degree for planting prior to planting.

3.5 SODDED TURF

- A. Lightly roll surface and re-shape to level humps and hollows. Secure Owner's Representative's approval prior to sodding. Do not sod on dry soil.
- B. Lay first strip of sod along a straight line (use a string in irregular areas). Butt joints tightly, do not overlap edges. On second strip, stagger joints. Use a sharp knife to cut sod to fit curves, edges and sprinkler heads.
- C. When a conveniently large area has been sodded, water lightly to prevent drying. Continue to sod and to water until installation is complete.
- D. After laying all sod, roll lightly to eliminate irregularities and to form good contact between sod and soil. Avoid a heavy roller and excessive initial watering.
- E. Thoroughly water the completed sod surface to at least 8 inches deep. Repeat sprinkling at regular intervals to keep sod moist at all times until rooted. After sod is established, decrease frequency and increase amount of water per application.
- F. Turf with subsurface drip irrigation shall require 21 days minimum supplemental hand watering until sod is established.
- G. Protect turf areas by erecting fences, barriers and signs necessary to prevent trespass. Keep barriers neat and well maintained.

3.6 MULCH

- A. Mulch all tree, shrub and ground cover areas with organic mulch to a 3-inch depth, except adjacent to walkways where soil grade is 2 inches below top of pavement, mulch shall be 2 inches deep, and 2-inches deep where planting ground cover plants from flats. Hold bark mulch away from base (trunk) of plant 4" or as directed by the Owner's Representative. Individual trees and/or shrubs planted in non-irrigated areas shall, at minimum, receive bark mulch over their watering basin and berm.

3.7 HYDROSEED

- A. Hydroseed preparation: Do all slurry preparation at the job site as per above for seeded turf planting.

B. Hydroseed Application:

1. General: All hydroseed applications are to be applied in a sweeping motion to form a uniform application and form a mat at the specified rates.
2. Two-Step Hydroseed Application:

Step one:

<u>Lbs/Ac</u>	<u>Material</u>
2,000	Hydrstraw, or equal
1000	7-2-3 Slow release fertilizer
Varies	Seed as per mix specification
60	AM120 Mychorrizal Inoculant
100	Organic Stabilizer – M Binder or equal

Step two:

2,000	Hydrostraw, or equal
1000	Organic Stabilizer – M Binder or equal

3. Protection, handling of unused loads and reseeded as per seeded turf section above

3.8 WATERING

- A. Water all trees, shrubs and ground cover immediately after planting. Apply water to all plants in sufficient amounts as conditions require to maintain the plants in a healthy vigorous growing condition until completion of the Contract. Do supplemental hand watering of plants as required to maintain optimum moisture in the root zones.

3.9 PRE-MAINTENANCE PERIOD REVIEW AND APPROVAL OF PLANTING

- A. Maintain plants from time of delivery to site until final acceptance of landscape installation.
- B. Receive approval of the installed planting prior to commencement of planting establishment maintenance period. Notify the Owner’s Representative a minimum of seven (7) days prior to requested review. Before the review, complete the following:
 1. Complete all construction work.
 2. Present all planted areas neat and clean with all weeds removed and all plants installed and appearing healthy.
 3. Plumb all tree stakes.
 4. Sod all turf areas.
 5. No partial approvals will be given.

3.10 PLANTING ESTABLISHMENT MAINTENANCE

A. General Requirements:

1. Maintenance Period: The planting establishment maintenance period required shall be 90 calendar days after all planting is complete and installation approved. A longer period may be required if the turf is not thick, vigorous and even and has been mowed a minimum of 4 times, or if the plant material is not acceptably maintained during the maintenance period. The maintenance period may be suspended at any time upon written notice to the Contractor that the landscaping is not being acceptably maintained, and the day count suspended until the landscape is brought up to acceptable standards as determined by the Owner’s Representative.

2. Planting establishment maintenance immediately follows, coincides with, and is continuous with the planting operations, and continues through turf installation, and after all planting is complete and accepted; or longer where necessary to establish acceptable stands of thriving plants.
3. Keep all walks and paved areas clean. Keep the site clear of debris resulting from landscape work and maintenance operations.
4. Check irrigation systems at each watering; adjust coverage and clean and repair non-functioning heads immediately. Adjust timing of controller to prevent runoff and flooding.
5. Maintain adequate moisture depth in soil to ensure vigorous growth, without overwatering. Check root ball of trees and shrubs independent of surrounding soils and hand water as required.
6. Keep Contract areas free from weeds by cultivating, hoeing or hand pulling. Use of chemical weed killers will not relieve the Contractor of the responsibility of keeping areas free of weeds over 1-inch high at all times.

B. Plant Protection and Replacement

1. Protect all areas against damage, including erosion, trespass, insects, rodents, deer, disease, etc. and provide proper safeguards, including trapping of rodent and applying protective sprays and fencing to discourage deer browsing. Maintain and keep all temporary barriers erected to prevent trespass.
2. Repair all damaged planted areas. Replace plants and reseed or resod turf immediately upon discovery of damage or loss, including damage from Deer and Rodents.
- 3.

C. Hydroseeded Areas: To be irrigated unless noted otherwise.

D. Fertilizing:

1. Upon approval and after submitting fertilizer delivery tags, maintenance fertilization shall begin 30 days after planting is complete. Fertilize all turf and ground cover areas by broad-casting Type C (21-7-14) fertilizer at the rate of 5 lbs. per 1,000 square feet evenly throughout. Reapply every forty-five (45) days until acceptable.
2. During the winter, for quick turf greening effect, calcium nitrate (15.5-0-0) may be applied at the rate of 6 lbs. per 1,000 square feet.
3. Early spring and fall substitute a complete fertilizer such as 15-15-15 applied at the rate of 6 lbs. per 1,000 square feet, to help insure continuing adequate phosphorus and potassium.
4. Apply ammonium sulfate fertilizer as necessary to maintain vigorous, green grass between fertilizings mentioned above.
5. Observe plant's color, and if a soil pH imbalance is suspected, take soil samples and obtain laboratory analysis for confirmation. Take necessary action recommended in laboratory analysis such as top dressing with soil sulfur, leaching soil, etc.

3.11 FINAL PLANTING REVIEW AND ACCEPTANCE

- A. At the conclusion of the Maintenance Period, schedule a final review with the Owner, the Owner's maintenance person, and the Owner's Representative. On such date, all project improvements and all corrective work shall have been completed. If all project improvements and corrective work are not completed, continue the planting establishment, at no additional cost to the Owner, until all work has been completed. This condition will be waived by the Owner under such circumstances wherein the Owner has granted an extension of time to permit

the completion of a particular portion of the work beyond the time of completion set forth in the Agreement.

- B. Submit written notice requesting review at least 10 days before the anticipated review.
- C. Prior to review, weed and rake all planted areas, repair plant basins, mow and edge turf, plumb tree stakes, clear the site of all debris and present in a neat, orderly manner.

END OF SECTION

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UPP GEOTECHNOLOGY, INC.

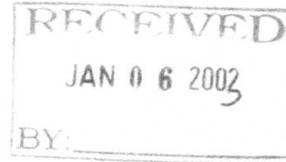
Engineering Geology • Geotechnical Engineering

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SUBMITTAL #2

August 2, 1996
Project No. 1533.1R1
Serial No. 7647

Mr. Thomas McNair
BRIGGS & McNAIR ARCHITECTS
460 Lotus Lane
Mountain View, CA 94043



SUBJECT: GEOTECHNICAL INVESTIGATION
LANDS OF MCNAIR
MCCLELLAN ROAD
CUPERTINO, CALIFORNIA

Dear Mr. McNair:

As you requested, we have performed a Geotechnical Investigation for the subdivision and development of your property located on McClellan Road in Cupertino, California. The accompanying report presents the results of our investigation and testing, and our conclusions and recommendations concerning the geologic and soil and foundation engineering aspects of the project. The findings and recommendations presented in this report are contingent upon our review of the final Grading, Foundation, and Drainage Control Plans and our observation and testing of the grading and the installation of the foundation and drainage systems.

This report includes information vital to the success of your project. We strongly urge you to thoroughly read and understand its contents. Kindly refer to the text of the report for detailed findings and recommendations. We will call in a few days to verify that this report meets your expectations and needs.

Yours very truly,

UPP GEOTECHNOLOGY, INC.


R. Rexford Upp, Principal
Registered Soil Engineer 2046
Certified Eng. Geologist 1083



RRU:jw

Copies: Addressee (5)

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INTRODUCTION

This report presents the results of our Geotechnical Investigation for the construction of a single-family home on your property located on McClellan Road in Cupertino, California (see Figure 1, Site Location Map). The purpose of our investigation was to explore the soil and geologic conditions on the property, and to develop findings and recommendations relating to the geologic conditions and the earthwork and foundation engineering aspects of the project.

Our scope of services for this investigation included a review of aerial photographs and geologic maps of the site vicinity; a reconnaissance and mapping of the site; subsurface exploration; laboratory testing; geologic and engineering analyses of data obtained; and the preparation of this report.

This report has been prepared as a product of our service for the exclusive use of Mr. Thomas McNair for the location, design, and construction of the proposed home. **This report should not be used by other parties or for other purposes without prior written authorization from Upp Geotechnology, Inc..** This investigation has been conducted in accordance with the scope and conditions presented in our proposal dated May 20, 1996. No other warranty, either expressed or implied, is made.

Because of possible future changes in site conditions or the Standard of Practice of engineering and geology, the findings and recommendations of this report should not be considered valid beyond three years from the report date without review by Upp Geotechnology, Inc. Also, in the event that any changes in the nature or location of the improvements are planned, the conclusions

and recommendations of this report shall not be considered valid unless such changes are reviewed, and the conclusions and recommendations of this report are modified or verified in writing by this firm.

METHOD OF INVESTIGATION

Geologic literature and aerial photographs were reviewed to evaluate the prevailing geologic conditions on the site and in the vicinity. An initial site visit was conducted by our Principal Engineer on May 19, 1996.

Subsurface conditions were investigated by excavating three exploration pits in the area of the proposed home. Because of restricted access, two pits (P1 and P2) were hand-excavated to depths of 10 feet. These pits were logged by our Principal Engineer on July 14, 1996. A third pit (P3) was excavated by backhoe to a depth of about 9 feet. This pit was logged by our Senior Engineering Geologist on July 21, 1996. On that same date our Senior Engineering Geologist also performed an engineering geologic reconnaissance and mapping of the site.

The locations of the exploration pits are shown on Figure 3, Site Plan and Engineering Geologic Map. These locations were approximately determined by estimating from features shown on the plan, and should be considered accurate only to the degree implied by the method used. The logs of the pits are presented on Figures 6 and 7. The logs show our interpretation of the subsurface conditions on the dates and at the locations indicated, and it is not warranted that they are representative of the subsurface conditions at other locations and times.

Soil samples obtained from the pits were retained for laboratory classification and testing. The results of a direct shear test are presented in the text of this report.

GEOLOGY AND SEISMICITY

Geology

The subject site is located on the western fringe of Santa Clara Valley at the base of the Santa Cruz Mountain foothills (see Figure 2, Local Geologic Map). The site area is underlain by older alluvial fan deposits consisting of uncemented clay, silt, sand, and gravel. These deposits are estimated to be about 100 feet thick in the site vicinity. In the site vicinity, the northerly flowing Stevens Creek has eroded a deep stream channel that is in excess of 50 feet deep along the west bank.

Seismicity

The greater San Francisco Bay Area is recognized by Geologists and Seismologists as one of the most active seismic regions in the United States. There are three major fault zones which pass through the Bay Area in a northwesterly direction which have produced approximately 12 earthquakes per century strong enough to cause structural damage. The faults causing such earthquakes are part of the San Andreas Fault System, a major rift in the earth's crust that extends for at least 700 miles along western California. This fault system includes the Hayward, Calaveras and San Andreas Fault Zones.

The main trace of the San Andreas fault is located approximately 4 miles southwest of the subject site. The Hayward and Calaveras Faults are located approximately 14 and 18 miles northeast of the subject site, respectively. The potentially active Monta Vista and Berrocal faults (part of the Shannon fault zone) are located approximately 1,500 feet and 1½ miles southwest of the site, respectively. Although these faults are closer to the site, the San Andreas fault is considered to be the design fault.

Based on analyses by the Working Group on California Earthquake Probabilities (1990), the San Francisco Peninsula section of the San Andreas Fault has a 23% probability of producing an earthquake with a magnitude of approximately 7 by the year 2020. The probability of one or more large earthquakes on one of the active faults in the Bay Area by the year 2020 is estimated to be 67%.

Maximum anticipated groundshaking intensities, given a large earthquake on the San Andreas Fault in the site vicinity, are characterized as very strong and approximately equal to a Modified Mercalli intensity of VIII (Borcherdt and others, 1975). A Modified Mercalli intensity of VIII may cause minimal damage to specially designed earthquake resistant structures and considerable damage to well built ordinary buildings (Yanev, 1974) (see Table I, Modified Mercalli Scale of Earthquake Intensities). Based on analysis methods developed by Krinitzsky and Chang (1988), a Modified Mercalli intensity of VIII could produce a peak horizontal ground acceleration of 0.5g, which corresponds to a repeatable horizontal acceleration of approximately 0.3g.

SITE CONDITIONS

Site Description

The subject property is located on the steep easterly facing eroded bank of Stevens Creek channel (see Figure 3). Gradients across the site are variable but predominantly steep with gradients as steep as almost 1:1 (horizontal to vertical) (see Figure 4, Geologic Cross-Section A-A' and Figure 5, Geologic Cross-Section B-B').

The topography has been scalloped by past erosion, which has left several very steep eroded banks with gradients up to about $\frac{1}{2}$:1 and heights to 3 to 5 feet. These banks expose the older alluvial terrace deposits consisting of gravelly sand with abundant cobbles and occasional boulders. Surrounding these banks of in-place alluvial deposits are narrow swales filled with colluvium. The colluvium, of course, is composed of the same sand, gravel, and cobbles that forms the alluvial deposits.

A small section of road fill is located along the upper boundary of the property. Fill related to development of the adjacent property to the north apparently mantles the north side of the site.

At the base of the slope, a small portion of the site is located on the near level ground of a lower stream terrace.

Drainage across the property is generally characterized as sheet flow down the steep slopes to the east. Because of the high permeability of the colluvium and terrace deposits, actual run-off during normal rainfall will be minimal.

Subsurface

Test pits 1 and 2 were hand-excavated on the slope near the proposed upper foundation. These pits both exposed a heterogeneous mixture of sand, gravel, and cobbles. The granular material was friable but maintained the vertical cuts in the pits. Occasional lenses or stringers of sand indicate that the bedding is horizontal. The pits were excavated below steep "scarp" areas, but there was no evidence of displaced material.

Direct shear testing of compacted samples of silty sand from Pit 1 gave a friction angle of 44 degrees and a cohesion of 700 psf. Testing was done on samples with gravel removed, so actual in situ friction angle could be higher.

Pit 3 was excavated in one of the colluvial filled swales on the lower slope. This pit exposed loose sandy colluvium overlying the gravelly sand terrace deposits.

Ground Water

No free ground water was observed in any of the pits. It should be noted, however, that fluctuations in the level of subsurface water can occur due to variations in rainfall, temperature, and other factors not evident at the time our observations were made.

SLOPE STABILITY ANALYSIS

We conducted a number of slope stability analyses to evaluate site stability under both static and seismic conditions. The PCSTABL program using Bishops method, which searches for a circular failure

surface, was used to analyze the stability of the natural slope (Cross-Section B-B') as well as artificial cut slopes at inclinations of 1:1 and $\frac{1}{2}$:1. Pseudostatic analyses were done using a horizontal ground acceleration of 0.3g and 0.6g. Because of the highly permeable nature of the granular soil, the development of a ground water table within the slope is unlikely. We also did an analysis, however, with a ground water table ranging from a depth of 0 feet at the toe of the slope to 15 feet at the top.

The analyses were performed using a friction angle of 44 degrees and a cohesion of 700 psf. These values were determined by an unconsolidated undrained direct shear test on remoulded samples of the granular old alluvial terrace deposits. The analyses show that the site slopes are stable under anticipated conditions, having factors of safety (FS) against failure in excess of 1.5. The results of the analyses are presented in the table below.

<u>Slope</u>	<u>Horizontal</u>	<u>G.W.T.</u>	<u>F.S.</u>
B-B'	0	No	3.08
B-B'	0.3	No	1.80
B-B'	0.6	No	1.67
B-B'	0.3	Yes	1.36
1:1	0.3	No	3.34
1:1	0.6	No	2.24
$\frac{1}{2}$:1	0.3	No	3.26
$\frac{1}{2}$:1	0.6	No	2.09

FINDINGS

Based upon the results of our investigation, it is our opinion that, from a geotechnical viewpoint, the proposed residential construction is feasible, provided that the recommendations

presented in this report are incorporated into the design and construction of the project.

The main constraint to the proposed development is the steep site slopes. In our opinion, the steep banks on the upper part of the slope were created by erosion and are not the scars of landslides. The slope stability analysis showed that the site is generally stable under anticipated conditions. In our opinion, the existing eroded banks are also stable from landslides. Ravelling of these exposed banks should, however, be anticipated.

The occurrence of a small shallow landslide within, or adjacent to, the subject property cannot be excluded. A landslide of this nature could be triggered by excessive precipitation or strong ground shaking associated with an earthquake. In our opinion, a shallow landslide should not constitute an immediate threat to the integrity of the proposed home, provided that they are designed and constructed in accordance with the recommendations given below.

The long-term stability of many hillside areas is difficult to predict. A hillside will remain stable only as long as the existing slope equilibrium is not disturbed by natural processes, or by the acts of Man. Landslides can be activated by a number of natural processes, such as the loss of support at the bottom of a slope by stream erosion, or the reduction of soil strength by an increase in ground water level from excessive precipitation.

Artificial processes caused by Man may include improper grading activities; or the introduction of excess water through excessive irrigation, improperly designed or constructed leachfields, or

poorly controlled surface run-off. We, therefore, recommend that careful attention be given during the design and construction of the project to preserve the current state of equilibrium.

It should be noted that although our knowledge of the causes and mechanisms of landslides has greatly increased in recent years, it is not yet possible to predict with certainty exactly when and where all landslides will occur. At some time over the span of thousands of years, most hillsides will experience landslide movement as mountains are reduced to plains. Therefore, a small, but unknown, level of risk is always present to structures located in hilly terrain. Owners and developers of property located in these areas must be aware of, and willing to accept, this unknown level of risk.

Our investigation revealed no evidence of active faulting on the subject property. Because the site is located in a seismically active area, however, it is reasonable to assume that during their design life, the proposed structures will be subjected to strong groundshaking from a major earthquake on at least one of the nearby active faults. During such an earthquake, the danger from fault offset through the property is negligible.

RECOMMENDATIONS

Because of the steep slopes, we recommend that the home be supported on pier and grade beam foundation. The following recommendations should be incorporated into all aspects of future development:

Building Location

Figure 3 shows the location of the proposed residence. Construction of structures outside of this approximate area is not recommended without written approval from this firm.

Seismic Conditions

The subject site is located in an area which may be subject to very strong groundshaking, equal to a Modified Mercalli intensity of approximately VIII. We recommend that the project structural design engineer provide appropriate seismic design criteria for the foundations and associated improvements.

Earthwork

Substantial earthwork is planned for the site development, including excavation for the lower level of the house. All grading should be performed in accordance with the recommendations given below.

1. Clearing and Site Preparation

Any areas to be graded should initially be cleared of all obstructions, including brush, trees not designated to remain, and debris. Holes resulting from the removal of underground obstructions below proposed finished subgrade levels should be cleared and backfilled with suitable material compacted to the requirements for engineered fill given below.

2. Fill Material and Compaction Procedures

Because of the steep slopes, no unretained fill should be placed on the site. Fill retained by walls should be placed as engineered fill. On-site materials having an organic content of less than 3% by volume can be used as engineered fill. Material used for fill should not contain rocks or lumps greater than 6 inches in diameter, and no more than 15% of the fill material should be larger than 2½ inches in diameter. Based on our investigation, the subsurface materials encountered in the exploration pits should be suitable for use as fill. Rocks in excess of 6 inches should be discarded. Any required imported fill should have a Plasticity Index of 15% or less.

Fill materials should be spread and compacted in lifts not exceeding 8 inches in loose thickness. Fill should be compacted to at least 90% relative compaction, as determined by the ASTM Test Designation D1557 (latest edition).

3. Slopes

In our opinion, the existing steep natural banks can be considered reasonably stable in their present state. Provisions, such as debris fences, should be provided to retain any material that may slough from these banks. No new unretained cut slopes should be planned.

In our opinion, temporary near-vertical cut slopes up to 5 feet high may be considered stable during construction. Higher construction slopes should be cut back to a gradient of about ½:1. We should observe the cuts during construction to evaluate their

stability and during construction cut slopes should be evaluated daily for safety by a person experienced in soil behavior.

Temporary cut slopes should be retained before the next rainy season. If the temporary slopes are allowed to dry, more ravelling should be anticipated.

4. Trench Backfill

All utility trenches should be backfilled with compacted engineered fill, unless in areas where settlement is acceptable. If on-site soil is used, the material should be placed in lifts not exceeding 6 inches in uncompacted thickness, and should be compacted to at least 90% relative compaction by mechanical means only. In all pavement areas, the upper 6 inches of all trench backfill should be compacted to at least 95% relative compaction.

Imported sand may also be used for backfilling trenches, provided that it is compacted to at least 90% relative compaction. Water jetting to obtain the minimum degree of compaction in imported sand backfill should not be permitted.

Foundations

Because of the steep slopes, we recommend that the proposed residence be supported on drilled cast-in-place concrete straight-shaft friction pier and grade beam foundations bearing in the underlying older alluvial deposits.

Because of the friable nature of the alluvial soils, the presence of large cobbles and boulders, and the steep site slopes,

conventional drilling may be difficult. Hand-dug caissons may be considered as an alternative to drilled piers. In general, we recommend that the design incorporate fewer and larger piers or caissons.

1. Drilled Piers

We recommend that drilled friction piers have a minimum diameter of 16 inches and be embedded a minimum of 6 feet into the supportive undisturbed older alluvial deposits. The 6 feet penetration should begin below the level at which there is a minimum of 10 feet horizontal separation between the downhill face of the pier and the face of the undisturbed slope (see Figure 8, Schematic Pier Pressure Diagram). Total pier depth will vary depending on the depth of the surficial non-supportive colluvial soil and the extent of any grading performed to construct the building pad. Based on our investigation, total pier depths below existing grade may be approximately 15 to 16 feet.

Active pressures on the upper portion of the piers in colluvium can be figured on the basis of an equivalent fluid weight of 45 pcf taken over 2 pier diameters. Based on our investigation, the depth of active load may vary from negligible to up to approximately 7 feet.

The portion of the piers in the supportive old alluvium may be designed for 500 psf skin friction for dead plus live loads, with a 1/3 increase for transient loads, including wind and seismic. Any portion of the piers in the colluvium and any point-bearing resistance should be neglected for support. In addition, because of

the steep slopes, the portion of the pier above the 10-foot setback should be neglected for support.

For resistance to lateral load, an equivalent fluid pressure of 400 pcf to a maximum of 2,500 psf may be taken over $1\frac{1}{2}$ pier diameters for the length of the pier in supportive alluvium.

2. Hand-Dug Caissons

If the hand-dug caisson option is selected, they should have a minimum plan dimension of 2 feet by 3 feet and should extend a minimum of 6 feet into supportive material. (Supportive material is the same as described under drilled piers above.) Hand-dug caissons should be designed for end bearing conditions with a bearing capacity of 2,500 psf (neglecting the load of the caisson concrete).

3. General

As a minimum, piers or caissons should be reinforced with a cage of four No. 5 steel reinforcing bars, provided full length. Greater steel reinforcement may be required by the structural design engineer.

The bottoms of the pier or caisson excavations should be dry and essentially free of all loose cuttings and soil fall-in prior to the installation of the reinforcing steel and the placement of the concrete.

To verify that the pier or caisson excavations extend the recommended depths into material of sufficient supporting capacity

and have been properly prepared it is essential that we observe the pier or caisson holes as they are being excavated.

The actual number, size, location, depth, spacing, and reinforcement of the piers should be determined by the structural design engineer. In general, from a soil engineering perspective fewer, larger diameter piers are better than more, smaller diameter piers.

4. Grade Beams

Active pressures on grade beams parallel to the slope and embedded in the surficial soil can be figured on the basis of an equivalent fluid weight of 45 pcf taken over the embedded length of the grade beam.

Grade beams should be reinforced with top and bottom reinforcement to provide structural continuity and to permit the spanning of local irregularities. In addition, good structural continuity should be provided between the grade beam and the piers. The actual size, location and reinforcement of grade beams should be determined by the structural design engineer.

5. Retaining Walls

Any proposed retaining walls should be supported on foundations designed in accordance with the recommendations given above for support of the residence. Retaining walls should be designed to resist both lateral earth pressures and any additional lateral loads caused by surcharge loads on the adjoining ground surface.

We recommend that unrestrained walls be designed to resist an equivalent fluid pressure of 35 pcf. Restrained walls with level backfill should be designed to resist an equivalent fluid pressure of 35 pcf plus an additional uniform lateral pressure of $8H$ psf, where H = height (in feet) of backfill above the top of the wall footing (see Figure 9, Schematic Retaining Wall Pressure Diagram).

Wherever the walls will be subjected to surcharge loads, they should be designed for an additional uniform lateral pressure equal to $1/2$ or $1/3$ the anticipated surcharge load for restrained or unrestrained walls, respectively. In addition, walls with sloping backfill should be designed for an additional uniform lateral pressure of 1 pcf for each 3 degrees of slope inclination (see Figure 9).

The preceding pressures assume that sufficient drainage is provided behind the walls to prevent the build-up of hydrostatic pressures from surface or subsurface water infiltration. In addition, walls adjacent to living space should be provided with appropriate waterproofing. Adequate drainage may be provided by means of a subdrain system consisting of an approximately 1-foot thick curtain of drainrock (crushed rock or gravel) placed behind the wall. The drainrock should be separated from the backfill by an appropriate filter fabric, approved by the Soil Engineer (see Figure 10, Schematic Retaining Wall Backdrain Details).

A 4-inch diameter rigid heavy duty perforated pipe (Schedule 40, or equivalent), approved by the Soil Engineer, should be placed with the perforations down on a 2- to 3-inch layer of drainrock at the base of the drain (see Figure 10). **Corrugated flexible drainpipe should not be used.** The subdrain pipes should be provided with

clean-out risers at their upgradient ends, and at all sharp changes in direction. The subdrain system should be provided with a minimum 2% gradient, and should discharge onto an energy dissipator at an appropriate location downslope.

Backfill placed behind the walls should be compacted to at least 90% relative compaction, using light compaction equipment. If heavy compaction equipment is used, the walls should be appropriately temporarily braced. If backfill consists entirely of drainrock, it should be compacted in 2-foot lifts, using several passes with a vibratory compactor. The upper 12 inches of backfill should consist of clayey material to form an impervious cap to prevent the infiltration of surface waters into the subdrain system.

Retaining walls at the bases of descending slopes should be provided with concrete lined "V" ditches to collect surface run-off from above. Any collected water should be conveyed by closed conduit to discharge into an energy dissipator at an appropriate location downslope.

Surface Drainage

Control of surface drainage is critical to the successful development of the proposed property. The results of improperly controlled run-off may include erosion, gullying, ponding, and potential slope instability.

The residence should be provided with roof gutters and downspouts. The driveway should be graded to prevent surface run-off from flowing into the garage or, alternatively, provided with a slot drain along the entrance to the garage to collect run-off. Water

collected in gutters and paved areas should not be allowed to discharge freely onto the ground surface. The water should be conveyed away from the residence via closed conduit and discharged onto an energy dissipator at the base of the slope.

Surface water should be prevented from ponding adjacent to the proposed structures by providing the ground surface with a positive gradient away from the structures or by providing area drains to collect surface run-off. Surface run-off should not be allowed to flow over the top of any artificial slope.

With proper surface drainage, water should not collect in the crawlspace. Gravity foundation drains should be provided at appropriate locations in the crawlspace, however, to prevent any accumulation of standing water.

We recommend that annual maintenance of the surface drainage systems be performed. This maintenance should include, but not necessarily be limited to, inspection and testing to make sure that roof gutters and downspouts are in good working order and do not leak; inspection and flushing of area drains to make sure that they are free of debris; and inspection of the drainage outfall locations to verify that introduced water flows freely through the discharge pipe and that no excessive erosion has occurred. If erosion has occurred, this office should be contacted to evaluate its extent and to provide mitigation recommendations.

PLAN REVIEW AND CONSTRUCTION MONITORING

We should be retained to review the final Grading, Foundation, and Drainage Control Plans in order to verify that our recommendations have been properly incorporated into the proposed project. WE SHOULD BE GIVEN AT LEAST ONE WEEK TO REVIEW THE PLANS AND PREPARE A PLAN REVIEW LETTER.

We should also be retained to observe any grading and the installation of foundations and drainage systems in order to:

- * Verify that the actual soil conditions are similar to those encountered in our investigation
- * Provide the opportunity for modifications in foundation design, if variations in conditions are encountered.
- * Verify that the recommendations of our report are followed during construction.

Sufficient notification prior to the start of construction is essential in order to allow for the scheduling of personnel to insure proper monitoring. WE SHOULD BE NOTIFIED AT LEAST TWO WEEKS PRIOR TO THE ANTICIPATED START-UP DATE. IN ADDITION, WE SHOULD BE GIVEN AT LEAST TWO WORKING DAYS NOTICE PRIOR TO THE START OF ANY ASPECTS OF CONSTRUCTION WHICH WE SHOULD OBSERVE.

The phases of construction to be observed by this firm should include, but are not necessarily limited to, the following:

1. **SITE GRADING:** To evaluate the cut slopes

2. **DRILLED PIER EXCAVATION:** During the drilling to evaluate pier depth
3. **CAISSON EXCAVATION:** Prior to placing steel
4. **RETAINING WALL BACKDRAIN:** To observe installation, prior to backfilling
5. **RETAINING WALL BACKFILL:** To test compaction, unless backfill is entirely of drainrock
6. **TRENCH BACKFILL:** To test compaction, unless future settlement is acceptable
7. **SURFACE DRAINAGE SYSTEM:** Near its completion

* * * * *

A Bibliography, a List of Aerial Photographs and the following Figures and Table are attached and complete this report:

FIGURE NO.

SITE LOCATION MAP.....	1
LOCAL GEOLOGIC MAP.....	2
SITE PLAN AND ENGINEERING GEOLOGIC MAP.....	3
GEOLOGIC CROSS-SECTION A-A'.....	4
GEOLOGIC CROSS-SECTION B-B'.....	5
LOGS OF PITS 1 AND 2.....	6
LOG OF PIT 3.....	7
SCHEMATIC PIER PRESSURE DIAGRAM.....	8
SCHEMATIC RETAINING WALL PRESSURE DIAGRAM.....	9
SCHEMATIC RETAINING WALL BACKDRAIN DETAILS....	10

TABLE NO.

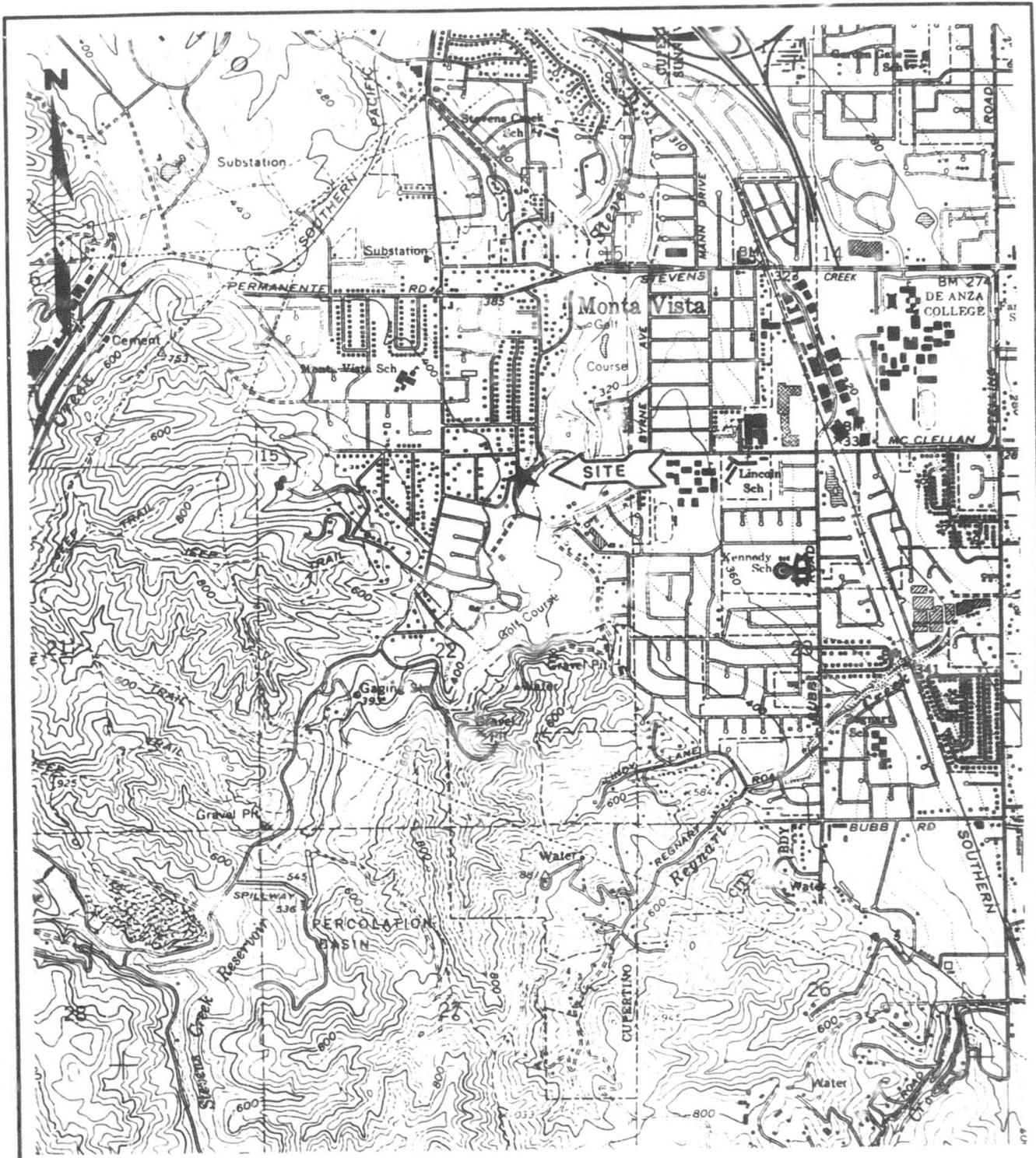
MODIFIED MERCALLI SCALE OF EARTHQUAKE INTENSITIES.....	I
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- KRINITZSKY, E. AND CHANG, F.K., 1988, Intensity-related Earthquake Ground Motions, Bulletin of the Association of Engineering Geologists, Vol. XXV, No. 4, pp. 425-435.
- ROGERS, T.H. AND WILLIAMS, J.W., 1974, Potential Seismic Hazards in Santa Clara County, California, California Division of Mines and Geology, Special Report 107, 39 pages, 6 plates.
- U.S. GEOLOGICAL SURVEY, 1961, Topographic Map, Cupertino 7.5-Minute Quadrangle, photorevised 1980
- WORKING GROUP ON CALIFORNIA EARTHQUAKE PROBABILITIES, 1990, Probabilities of Large Earthquakes in the San Francisco Bay Region, California, U.S. Geological Survey Circular 1053, U.S. Government Printing Office, Washington, DC, 51 p.
- YANEV, P., 1974, Peace of Mind in Earthquake Country, Chronicle Books, San Francisco, 304 p.

LIST OF AERIAL PHOTOGRAPHS

- "BAY AREA TRANSPORTATION STUDY", black and white, dated May 25, 1965, at a scale of 1:12,000, Aerial Survey Contract No. 676-15, Serial Nos. SM 20-52 and SM 20-53, State of California Highway Transportation Agency, Division of Highways.
- U. S. GEOLOGICAL SURVEY, black and white, dated January 7, 1982, at a scale of 1:24,000, Serial Nos. JSS 6-25 and JSS 6-24, State of California Highway Transportation Agency, Division of Highways.



BASE: USGS Topographic Map; Cupertino 7½ Minute Quadrangle

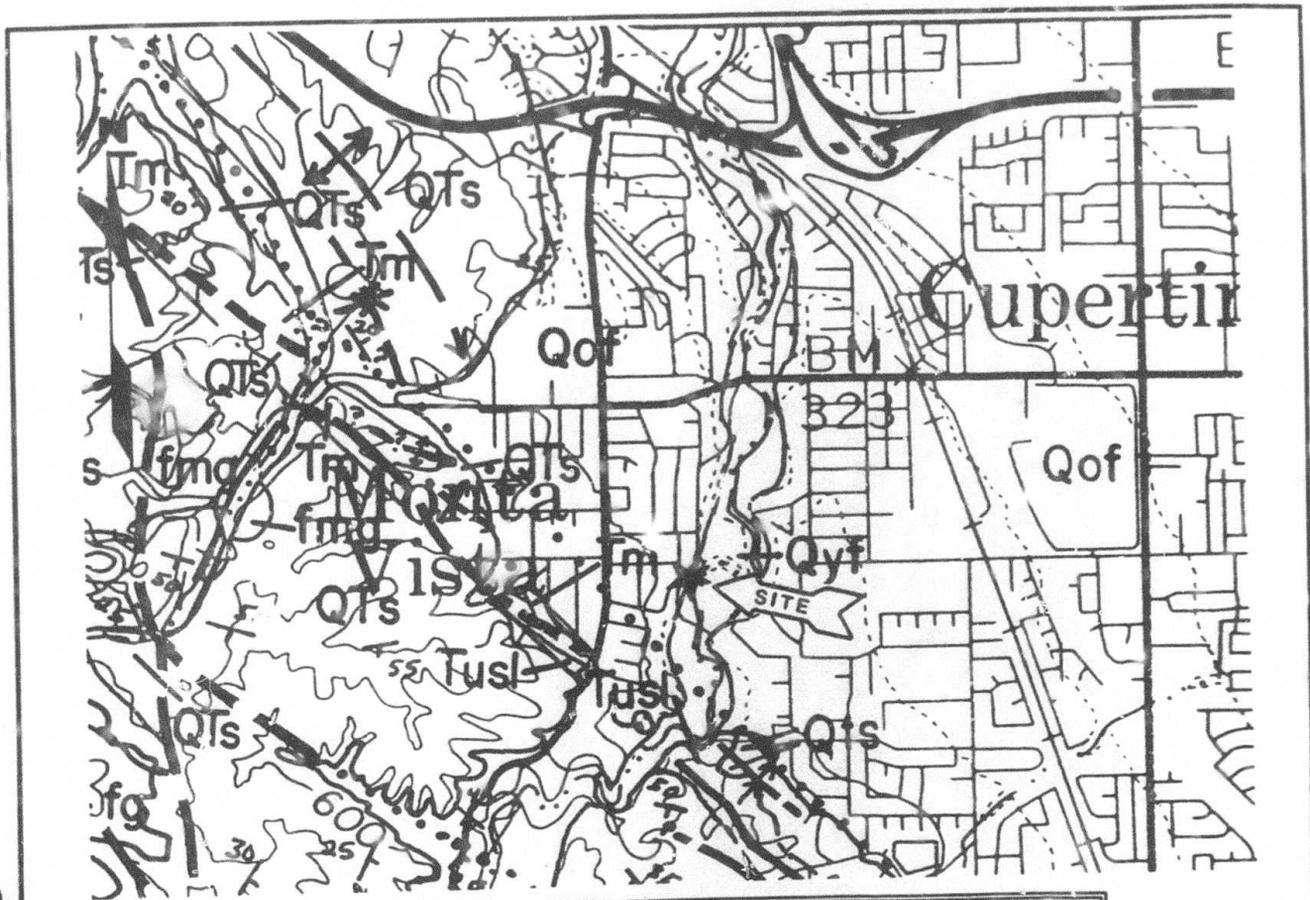
SITE LOCATION MAP



UPP GEOTECHNOLOGY, INC.
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LANDS OF MONAIR
McClellan Road
Cupertino, California

APPROVED BY	SCALE	PROJECT NO.	DATE	Figure 1
	1" = 2,000'	1533.1R1	August 1996	



EXPLANATION

- Qyf - young alluvial fan deposits
- Qof - older alluvial fan deposits
- QTS - Santa Clara Formation
- Tm - Monterey Formation
- Tusl - sedimentary rocks
- fmg - Franciscan Assemblage melange

--- - fault (dotted where buried)

↑ - anticline

↓ - syncline

↖²³ - strike and dip of bedding

BASE: Geologic Map; ROGERS AND WILLIAMS; 1974

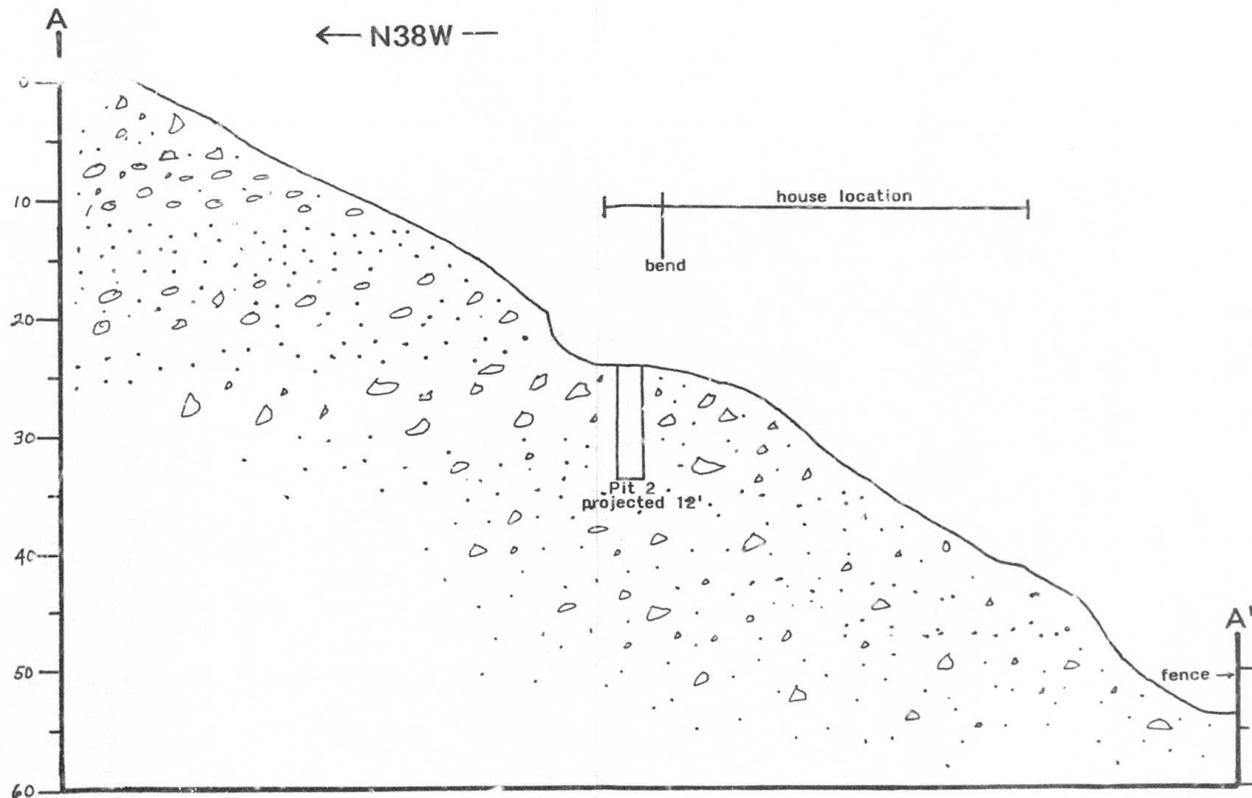
LOCAL GEOLOGIC MAP



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LANDS OF MCNAIR
McClellan Road
Cupertino, California

APPROVED BY	SCALE	PROJECT NO.	DATE	Figure 2
	1" = 1/2 mile	1533.1R1	August 1996	



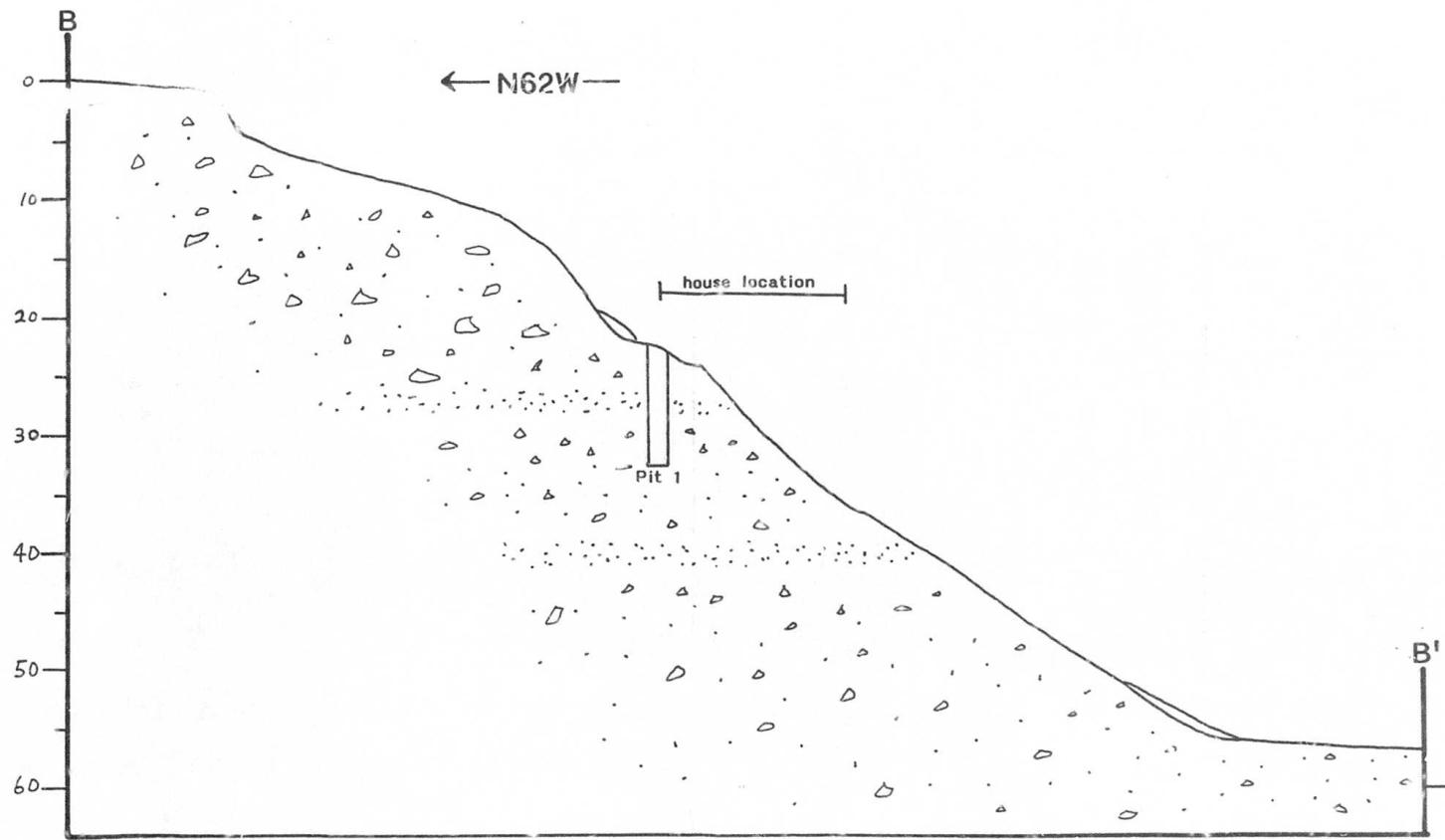
GEOLOGIC CROSS-SECTION A-A'



LANDS OF MCNAIR
McClellan Road
Cupertino, California

APPROVED BY	SCALE	PROJECT NO.	DATE	Figure 4
	1" = 10'	1533.1R1	August 1996	

BASE: Hand Level Survey; UPP GEOTECHNOLOGY, INC.; July 1996



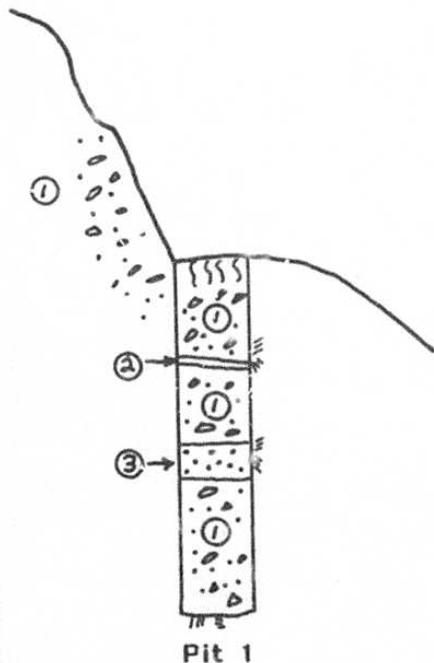
GEOLOGIC CROSS-SECTION B-B'



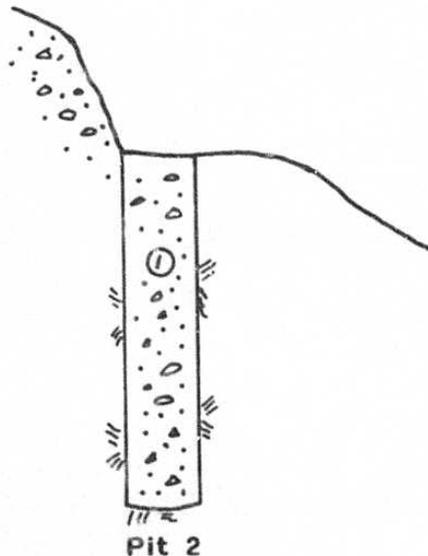
LANDS OF MINAIR
McClellan Road
Cupertino, California

APPROVED BY	SCALE 1" = 10'	PROJECT NO. 1533.1R1	DATE August 1996	Figure 5
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BASE: Hand Level Survey; UPP GEOTECHNOLOGY, INC.; July 1996



1. **SANDY GRAVEL**; light grey brown; dry near surface; grades slightly moist with depth; 60% coarse sand to cobbles up to 5 inches in diameter; few fines; grain size and amount of gravel and cobbles varies; heterogeneous; rootlets near surface (Alluvial Terrace Deposit)



2. **SILT**; yellow brown; contains root material (Alluvial Silt Lens)
3. **SAND**; yellow brown; fine to medium grain; no gravel or cobbles; homogeneous; slightly moist (Alluvial Sand)

LOGGED BY: R. Upp; UPP GEOTECHNOLOGY, INC.; June 14, 1996

LOGS OF PITS 1 AND 2



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LANDS OF MCNAIR
McClellan Road
Cupertino, California

APPROVED BY

SCALE

PROJECT NO.

DATE

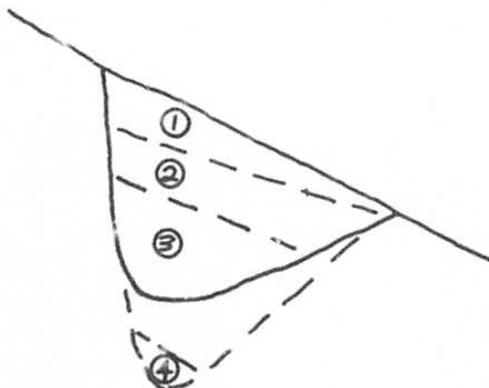
1" = 5'

1533.1R1

August 1996

Figure 6

← N35W —



1. **SILTY SAND**; brown (10YR 5/3); 10 to 20% rounded gravel up to 4 inches in diameter; loose; heterogeneous; rusted nail and glass fragments; scattered roots; dry (Fill/Colluvium)
2. **GRAVELLY SAND**; black (10YR 2/1); subangular to rounded gravel up to 4 inches in diameter; heterogeneous; medium dense; scattered roots; slightly moist. (Colluvium)
3. **GRAVELLY SAND**; very dark greyish brown (10YR 3/2); subangular to rounded gravel up to 4 inches in diameter and occasional cobbles; heterogeneous; medium dense; few roots (Colluvium)
4. **GRAVELLY SAND**; dark yellowish brown (10YR 1) subangular to subrounded gravel; heterogeneous; dense (Terrace Deposits)

LOGGED BY: M. Baumann; UPP GEOTECHNOLOGY, INC.; June 21, 1996

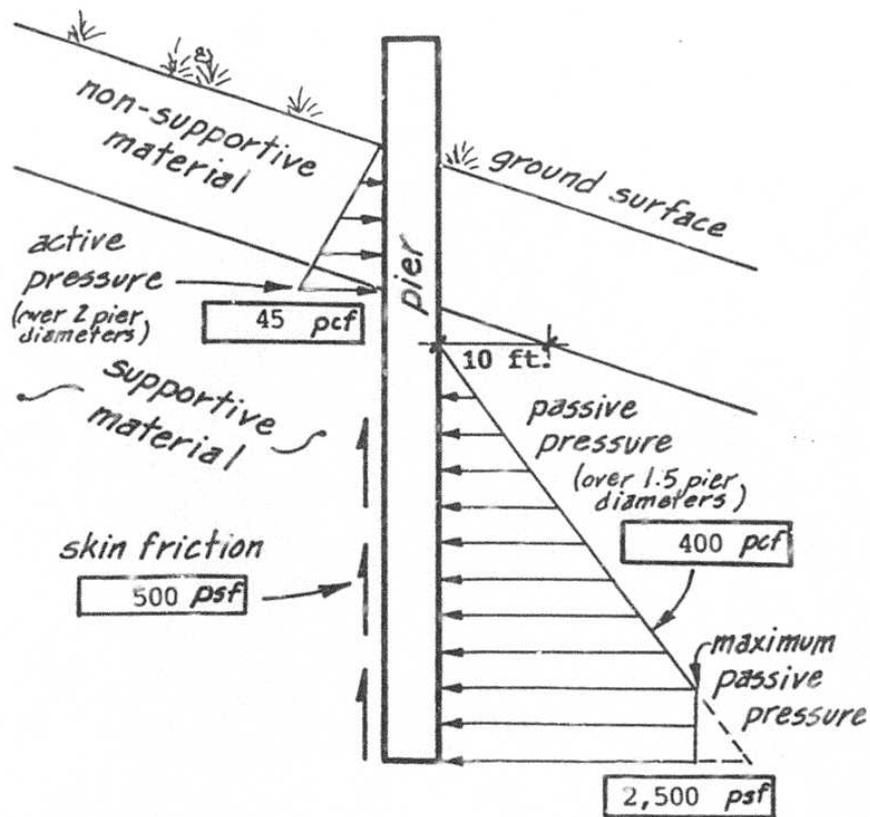
LOG OF PIT 3



UPP GEOTECHNOLOGY, INC.
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LANDS OF MCNAIR
McClellan Road
Cupertino, California

APPROVED BY	SCALE	PROJECT NO.	DATE	Figure 7
	1" = 5'	1533.1R1	August 1996	

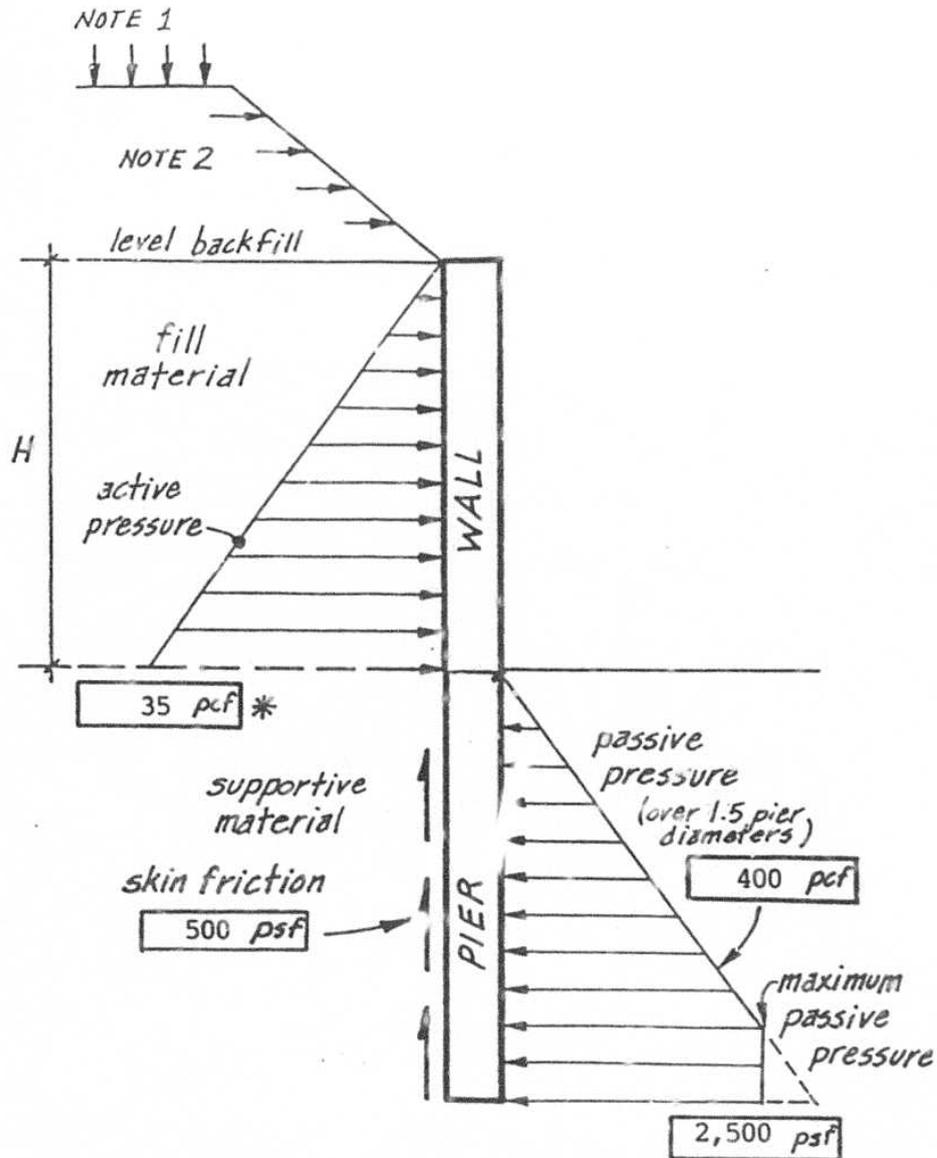


SCHMATIC PIER PRESSURE DIAGRAM



LANDS OF MCNAIR
McClellan Road
Cupertino, California

APPROVED BY	SCALE	PROJECT NO.	DATE	Figure 8
	none	1533.1R1	August 1996	



SCHMATIC RETAINING WALL PRESSURE DIAGRAM



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LANDS OF MCNAIR
McClellan Road
Cupertino, California

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SCALE

PROJECT NO.

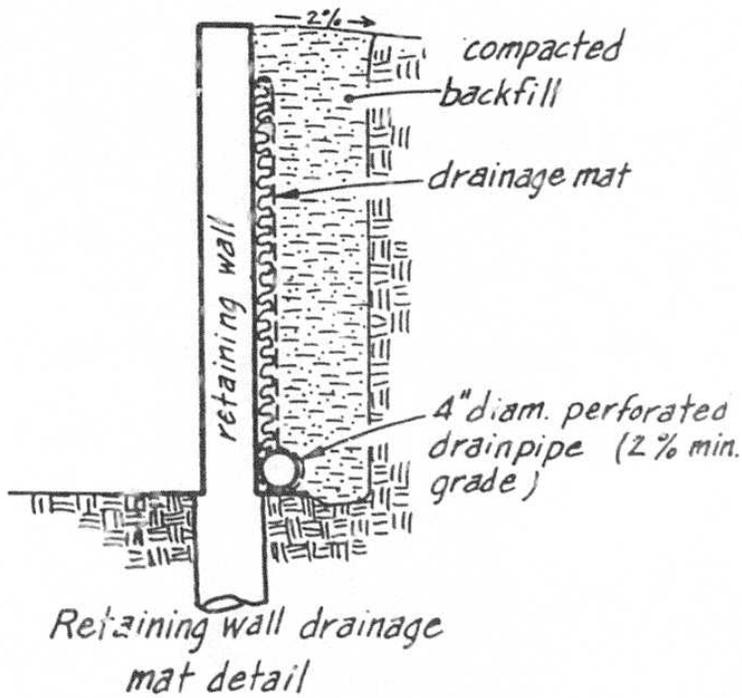
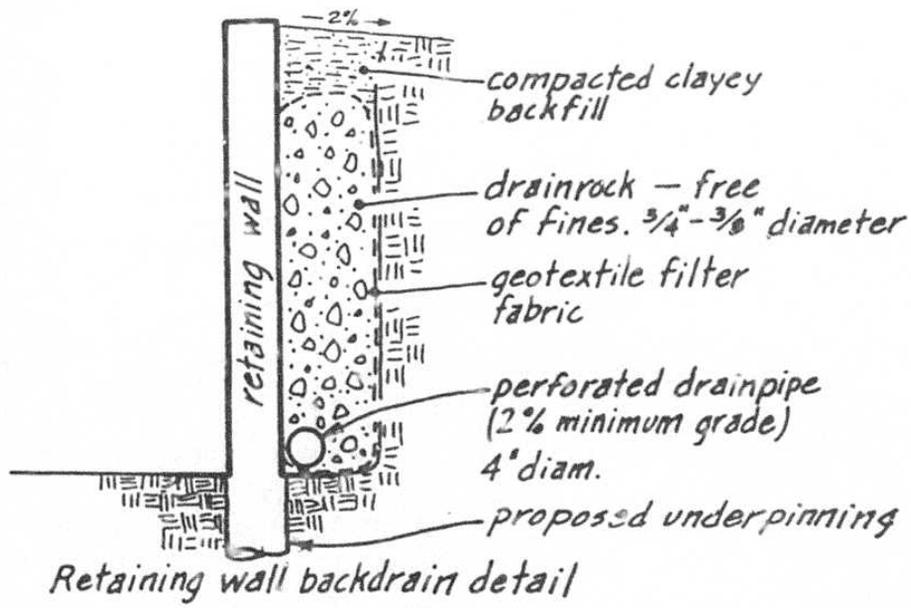
DATE

none

1533.1R1

August 1996

Figure 9



SCHMATIC RETAINING WALL BACKDRAIN DETAILS



LANDS OF MCNAIR
McClellan Road
Cupertino, California

APPROVED BY	SCALE	PROJECT NO.	DATE	Figure 10
	none	1533.1R1	August 1996	

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RICHARD K. ABDALAH
THOMAS E. THIEL

November 16, 1989

PUBLIC WORKS
NOV 16 1989

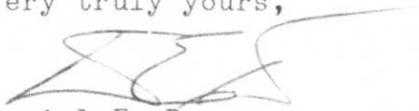
City of Cupertino
Attention: Mr. Travis Whitten,
Public Works Department
10300 Torre Avenue
Cupertino, California 95014

Re: Sale, Estate of C. J. Simms, Sr. to
City of Cupertino
Property between McClellan Road and Scenic Boulevard

Dear Mr. Whitten,

Herewith are Environmental Analysis Report dated 09-28-89 from Carter Analytical Laboratory, Inc., chain of custody record and inspection notice-memo forms, together with cover letter of 10/5/89 from California Environmental Management Service Co., Inc. to the Santa Clara County Central Fire Protection District. I just received them today. This is the only analysis and report my client has received or is aware of regarding the above-referenced property.

Very truly yours,


Daniel E. Donovan

DED:mc
63/7583SIMM.K16
enclosure

cc: Estate of C. J. Simms, Sr.

rec'd 10/2/89

ENVIRONMENTAL ANALYSIS REPORT

CARTER ANALYTICAL LABORATORY, INC.

95 LOST LAKE LANE . CAMPBELL, CA 95008 . (408) 866-1600 FAX (408) 866-0319

ANALYSIS REPORT
FOR
California Environmental
1984 The Alameda
San Jose, CA 95126

John Schultz

09-28-89

CONTACT:

DATE:

CEMS-SIMMS

8501

CEMS-SIMMS

CHAIN OF CUSTODY ID NO:

ORDER NO:

P.O. NO:

Tank Removal

SITE DESCRIPTION:

SAMPLE DESCRIPTION:

One soil sample labeled B-1-24". The samples were identified by Carter Analytical Lab. as L1.

REQUESTED ANALYSIS:

Analyzed the soil sample for Gas/BTEX using EPA Methods 8015/8020.

THE ANALYSES REPORTED ARE CONSIDERED ACCURATE. SHOULD YOU WISH FURTHER SUPPORT FOR THE REPORTED DATA, SUBMIT YOUR REQUIREMENTS IN WRITING WITHIN 10 DAYS. IT IS CARTER ANALYTICAL LABS INTENT TO GIVE YOU COMPLETE SATISFACTION. PLEASE REFERENCE THE ORDER NUMBER WHEN COMMUNICATING WITH US.

HAZARDOUS MATERIALS CERTIFICATION NO. 304 * DRINKING WATER CERTIFICATION NO. 953

from the

STATE OF CALIFORNIA . DEPARTMENT OF HEALTH SERVICES

CARTER ANALYTICAL LABORATORY, INC.

95 LOST LAKE LANE, CAMPBELL, CA 95008 . (408) 866-1600 . FAX (408) 866-0319

BTEX

The sample was analyzed for benzene, toluene, ethylbenzene and xylenes (BTEX) following EPA method 8020 using an HP model 5890/GC gas chromatograph (GC). A 4.99 gram (g) portion of the sample was placed into a 10 ml volumetric flask, diluted to volume with nanograde methanol and shaken for 2 minutes. After allowing the suspension to settle for 30 minutes at 4°C, the clear methanol layer was pipetted into a 4 ml vial and stored at 4°C.

A 200 microliter (ul) portion of the extract was purged along with 5 ml distilled water for 11 minutes at a rate of 40 ml per minute on a Tekmar liquid sample concentrator. The purged gases were trapped, concentrated, and automatically desorbed onto the gas chromatograph. Separation was achieved on a packed column of 5% SP-1200/1.75% Bentone-34 on Supelcoport. The eluted components were detected by a photo ionization detector (PID). Results of these analyses, given as parts per million (ppm), are as follows:

<u>Compound</u>	<u>L1 (ppm)</u>
Benzene	< 0.05
Toluene	< 0.05
Ethyl benzene	< 0.05
Xylenes	< 0.05

There were no detectable levels of BTEX in the sample. The detection limit for this method is 0.05 ppm.

IPH as Gasoline

The extract from the BTEX analysis was analyzed for IPH as gasoline following EPA method 8015 using an HP model 5890/GC gas chromatograph (GC). A 200 microliter (ul) portion of the extract was purged along with 5.0 ml distilled water for 11 minutes at a rate of 40 ml per minute in a Tekmar liquid sample concentrator. The purged gases were trapped, concentrated, and automatically desorbed into the gas chromatograph. Separation was achieved on a packed column of 5% SP-1200/1.75% Bentone-34 on Supelcoport. The eluted components were detected by a flame ionization detector (FID) and the output recorded on an HP digital plotter/recorder. Results of these analyses are as follows:

<u>Sample</u>	<u>Gasoline (ppm)</u>
L1	< 5.

There were no detectable levels of gasoline in the sample. The detection limit for this method is 5 ppm.

The extraction date was 09-26-89 and the analysis date was 09-27-89.

Samples submitted for analyses must be collected within a two week period following the completion of the analyses. Any samples remaining after the designated period of time will be discarded.

Should you have any questions please call. We look forward to serving you again in the near future.

Mindy Koprua
Laboratory Supervisor

9-28-89
Date



SANTA CLARA COUNTY
 CENTRAL FIRE PROTECTION DISTRICT
 3071 DRIFTWOOD DRIVE
 SAN JOSE, CA 95128 4499

INSPECTION NOTICE

SERVICE SINCE 1947

(408) 378-4015

MEMO FORM

Address: 22291 McClellan Rd	Date: 9-20-89
Occupancy: Residential -	Phone:

Memo To: John Schultz - ^(sampler) Env. Cons. From: TERESA MEISENBACH
 C J Simmons - tank removal

ITEM #

- ① Soil samples witnessed by myself e 29"
 2 samples no order (DC)
- ② Chain of custody form - signed (DC)
- ③ Lab Company - Carter Lab.

File copy
CALIFORNIA ENVIRONMENTAL MANAGEMENT SERVICE CO., INC

1984 The Alameda, San Jose, California 95126 (408) 984-8670

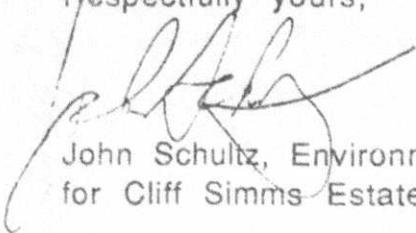
December 11, 1989

Attention: To Whom it may concern:

Attached are two maps for the Estate of Cliff J. Simms Sr., of 22241 McClellan, Cupertino, CA., 95014. The maps show the parcel and the approximate location of the tank, and a site detail map showing the tank location where soil samples were taken.

Should you or anyone have any questions regarding these maps or need any assistance, please feel free to call.

Respectfully yours,



John Schultz, Environmental Consultant
for Cliff Simms Estate

Enclosure: Site location map and Tank location map.

DEC 11 '89 15:36 TO 408 252 0753 FROM CALIF ENV MGMT SUC T-024 P.03

5

ESTATE OF CLIFFORD J. SIMMS SR.
22241 McCLELLAN
CUPERTINO, CA 95014

McCLELLAN

SLOPED HILLSIDE

BARN

HOUSE

LANDMARK: BIG LEAF MAPLE

69 FT

OLD APRICOT ORCHARD

ROAD

GOLF COURSE

SAMPLING LOCATION

1,000 GAL. GASOLINE TANK LOCATION

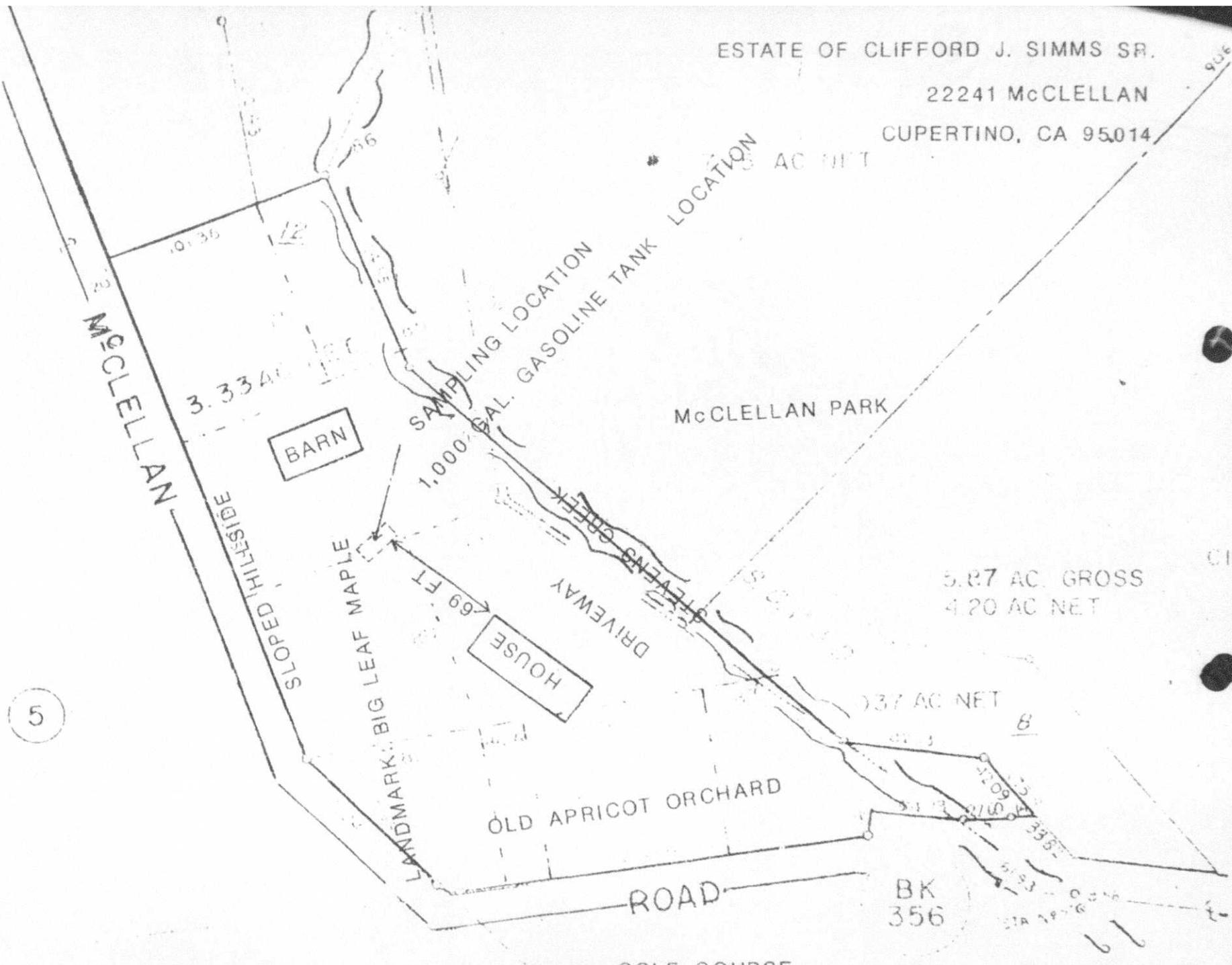
AC NET

McCLELLAN PARK

5.87 AC. GROSS
4.20 AC NET

0.37 AC NET

BK 356



T-024 P.04

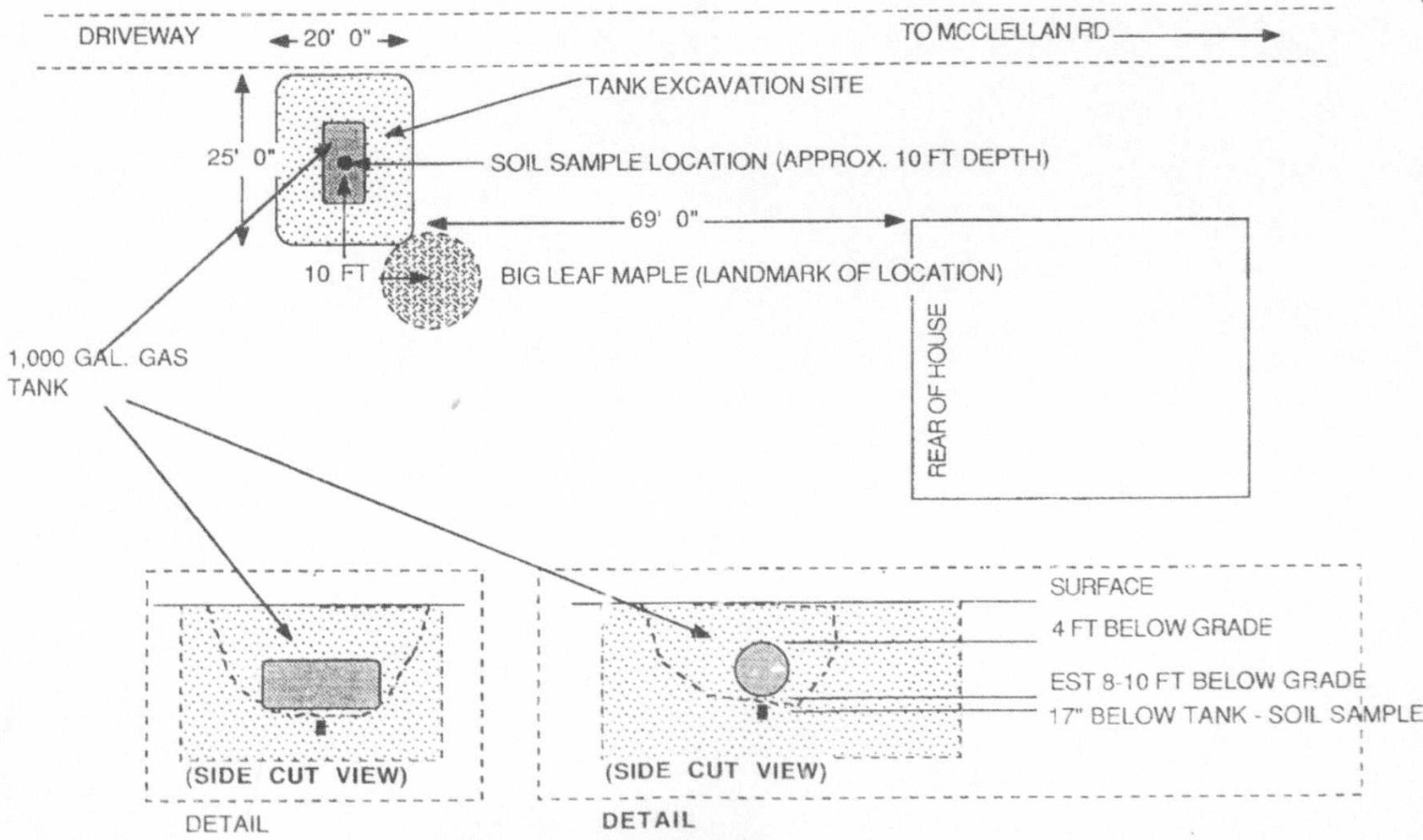
FROM CALIF ENV MGMT SVC

DEC 11 '89 15:37 TO 408 252 0753

(LOCATION OF THE CREEK)

TO STEVENS CREEK & MCCLELLAN PARK

CLIFFORD J. SIMMS ESTATE
 22241 MCCLELLAN, CUPERTINO, CA
 'TANK SITE LOCATION MAP' DEC 1989



BLAINE TECH SERVICES INC.

1370 TULLY RD., SUITE 505
SAN JOSE, CA 95122
(408) 995-5535

FAX TRANSMITTAL

Date 1-2-90

Project 22241 McClellan Rd.

To TRAVIS Whitten
City of Cupertino

PUBLIC WORKS

Total pages including this
cover sheet: 14

JAN 2 1990

From Jim Keller

For Your

USE

APPROVAL

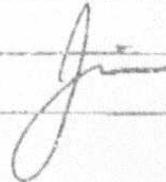
INFORMATION

Description of what is being sent:

The lab faxed us your results and
they are more complete than what
I sent you earlier today.

Comments:

Use these with the site sketch
and discard the ~~rest~~ other pages.





SEQUOIA ANALYTICAL

880 Chesapeake Drive • Redwood City, CA 94063
(415) 364-9800 • FAX (415) 364-9233

Blaine Tech Services
1370 Tully Rd., Suite 505
San Jose, CA 95122
Attention: Richard Blaine

Client Project ID: City of Cupertino, #891219A1
Sample Descript: Soil Comp., #2A-D
Lab Number: 912-2756 A-D

Sampled: Dec 19, 1989
Received: Dec 19, 1989
Analyzed: Dec 28, 1989
Reported: Jan 2, 1990

LABORATORY ANALYSIS

Analyte	Detection Limit mg/kg	Sample Results mg/kg
Cadmium	0.5	N.D.
Chromium	0.25	48
LEAD	25.0	88
Zinc	0.5	88

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

for Elizabeth W. Heck
Project Manager

SENT BY: XEROX Telecopier 7017-2-90 11:05AM :

41530 283

408 293 8773: # 3



SEQUOIA ANALYTICAL

880 Chesapeake Drive • Redwood City, CA 94083
(415) 364-9800 • FAX (415) 364-9233

Blaine Tech Services
1370 Tully Rd., Suite 605
San Jose, CA 95122
Attention: Richard Blaine

Client Project ID: City of Cupertino, #891219A1
Sample Descript: Soil, #3
Lab Number: 912-2757

Sampled: Dec 19, 1989
Received: Dec 19, 1989
Analyzed: Dec 29, 1989
Reported: Jan 2, 1990

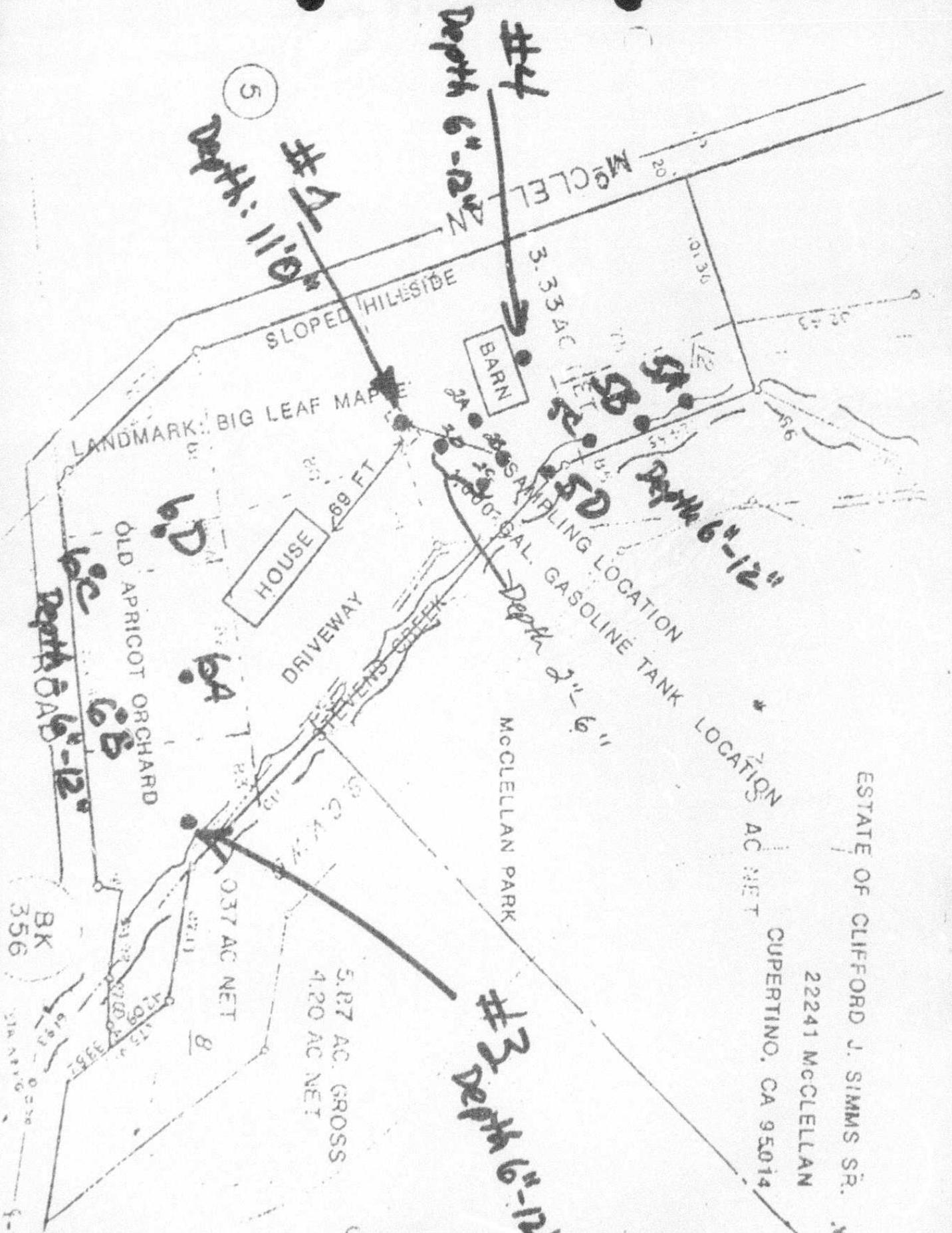
LABORATORY ANALYSIS

Analyte	Detection Limit mg/kg	Sample Results mg/kg
Cadmium	0.5	N.D.
Chromium	0.25	51
Lead	25.0	21
Zinc	0.5	98

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Haack
Elizabeth W. Haack
Project Manager



ESTATE OF CLIFFORD J. SIMMS SR.
 22241 MCCLELLAN
 CUPERTINO, CA 95014

TEL: 408-252-0753

#3 Depth 6"-12"

Dec 18, 89 8:34 No.001 P

CUPERTINO

SENT BY: XEROX Telecopier 7017: 2-90 11:09AM :

41536 3-

408 293 8773: # 5



SEQUOIA ANALYTICAL

660 Chesapeake Drive • Redwood City, CA 94063
(415) 364-9600 • FAX (415) 364-9233

Blaine Tech Services
1370 Tully Rd., Suite 505
San Jose, CA 95122
Attention: Richard Blaine

Client Project ID: City of Cupertino, #891219A1
Sample Descript: Soil Comp., #5, A-D
Lab Number: 912-2759 A-D

Sampled: Dec 18, 1989
Received: Dec 19, 1989
Analyzed: Dec 29, 1989
Reported: Jan 2, 1990

LABORATORY ANALYSIS

Analyte	Detection Limit mg/kg	Sample Results mg/kg
Cadmium	0.5	N.D.
Chromium	0.25	48
Lead	25.0	97
Zinc	0.5	120

Analyses reported as N.D. were not present above the stated limit of detection

SEQUOIA ANALYTICAL

Elizabeth W. Hackl
for Elizabeth W. Hackl
Project Manager

SENT BY: XEROX Telecopier 7017, 1-2-90 11:07AM ;

41538 33-

408 293 8773;# 6



SEQUOIA ANALYTICAL

880 Chesapeake Drive • Redwood City, CA 94063
(415) 364-9600 • FAX (415) 364-9233

Blaine Tech Services
1370 Tully Rd., Suite 505
San Jose, CA 95122
Attention: Richard Blaine

Client Project ID: City of Cupertino, #891219A1
Sample Descript: Soil Comp., #6A-D
Lab Number 812-2760 A-D

Sampled: Dec 19, 1989
Received: Dec 19, 1989
Analyzed: Dec 29, 1989
Reported: Jan 2, 1990

LABORATORY ANALYSIS

Analyte	Detection Limit mg/kg	Sample Results mg/kg
Cadmium	0.5	N.D.
Chromium	0.25	28
Lead	25.0	28
Zinc	0.5	91

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Hackl
Elizabeth W. Hackl
Project Manager

SENT BY: XEROX Telecopier 7017-2-90 11:00AM :

4153-233-

408 293 8773:# 7



SEQUOIA ANALYTICAL

580 Chesapeake Drive • Redwood City, CA 94063
 (415) 364-9600 • FAX (415) 364-9233

Blaine Tech Services
 1370 Tully Rd., Suite 505
 San Jose, CA 95122
 Attention: Richard Blaine

Client Project ID: City of Cupertino, #801219A1
 Matrix Descript: Soil
 Analysis Method: EPA 3550/8015
 First Sample #: 912-2758

Sampled: Dec 19, 1989
 Received: Dec 19, 1989
 Extracted: Dec 27, 1989
 Analyzed: Dec 28, 1989
 Reported: Jan 2, 1990

TOTAL PETROLEUM FUEL HYDROCARBONS (EPA 8015)

Sample Number	Sample Description	High B.P. Hydrocarbons mg/kg (ppm)
9122756 A-D	#2A-D	76
912-2757	#3	26
912-2758	#4	140
9122759 A-D	#5A-D	24
9122760 A-D	#6A-D	N.D.

Detection Limits:

2.0

High Boiling Point Hydrocarbons are quantitated against a diesel fuel standard.
 Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Hack

Elizabeth W. Hack
 Project Manager

9122758.BLA <8>

SENT BY: XEROX Telecopier 7017. 2-90 11:09AM ;

41536 83-

408 293 8773# 8



SEQUOIA ANALYTICAL

880 Chesapeake Drive • Redwood City, CA 94083
(415) 364-0600 • FAX (415) 364-9233

Blaine Tech Services	Client Project ID: City of Cupertino, #891219A1	Sampled: Dec 19, 1989
1370 Tully Rd., Suite 506	Matrix Descript: Soil	Received: Dec 19, 1989
San Jose, CA 95122	Analysis Method: EPA 6030/8015/8020	Analyzed: Dec 28, 1989
Attention: Richard Blaine	First Sample #: 912-2755	Reported: Jan 2, 1990

TOTAL PETROLEUM FUEL HYDROCARBONS with BTEX DISTINCTION (EPA 8015/8020)

Sample Number	Sample Description	Low/Medium B.P. Hydrocarbons	Benzene	Toluene	Ethyl Benzene	Xylenes
		mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)	mg/kg (ppm)
912-2755	#1	N.D.	N.D.	N.D.	N.D.	N.D.
9122756 A-D	#2A-D	4.1	N.D.	N.D.	N.D.	0.22
912-2757	#3	N.D.	N.D.	N.D.	N.D.	N.D.
912-2758	#4	1.8	N.D.	N.D.	N.D.	N.D.
9122759 A-D	#8A-D	N.D.	N.D.	N.D.	N.D.	N.D.
9122760 A-D	#8A-D	1.6	N.D.	N.D.	N.D.	N.D.

Detection Limits:

1.0

0.05

0.1

0.1

0.1

Low to Medium Boiling Point Hydrocarbons are quantitated against a gasoline standard.
Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Hackl
Elizabeth W. Hackl
Project Manager

9122756-BLA <7>

SENT BY: XEROX Telecopier 7017; 2-90 11:10AM ;

41538 34

408 293 8773;# 8



SEQUOIA ANALYTICAL

680 Chesapeake Drive • Redwood City, CA 94063
(415) 364-9800 • FAX (415) 364-9233

Blaine Tech Services 1370 Tully Rd., Suite 505 San Jose, CA 95122 Attention: Richard Blaine	Client Project ID: City of Cupertino, #891219A1 Matrix Descript: Soil Analysis Method: SM 503 D&E (Gravimetric) First Sample #: 912-2758	Sampled: Dec 19, 1989 Received: Dec 19, 1989 Extracted: Dec 28, 1989 Analyzed: Dec 29, 1989 Reported: Jan 2, 1990
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TOTAL RECOVERABLE PETROLEUM OIL

Sample Number	Sample Description	Oil & Grease mg/kg (ppm)
9122758 A-D	#2A-D	120
912-2757	#3	140
912-2738	#4	100
9122759 A-D	#5A-D	130
9122760 A-D	#6A-D	N.D.

Detection Limits:

30.0

Analyses reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Hackl
Project Manager

9122758.BLA <8>

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41536-93-

406 293 8773:#10



SEQUOIA ANALYTICAL

680 Chesapeake Drive • Redwood City, CA 94063
(415) 364-9800 • FAX (415) 364-9233

Blaine Tech Services
1370 Tully Rd., Suite 505
San Jose, CA 95122
Attention: Richard Blaine

Client Project ID: City of Cupertino, #891219A1
Sample Descript: Soil Comp., #2A-D
Analysis Method: EPA 5030/8010
Lab Number: 912-2758 A-D

Sampled: Dec 19, 1989
Received: Dec 19, 1989
Analyzed: Dec 28, 1989
Reported: Jan 2, 1990

HALOGENATED VOLATILE ORGANICS (EPA 8010)

Analyte	Detection Limit µg/kg	Sample Results µg/kg
Bromodichloromethane.....	5.0	N.D.
Bromoform.....	5.0	N.D.
Bromomethane.....	5.0	N.D.
Carbon tetrachloride.....	5.0	N.D.
Chlorobenzene.....	5.0	N.D.
Chloroethane.....	25.0	N.D.
2-Chloroethylvinyl ether.....	5.0	N.D.
Chloroform.....	5.0	N.D.
Chloromethane.....	5.0	N.D.
Dibromochloromethane.....	5.0	N.D.
1,2-Dichlorobenzene.....	10.0	N.D.
1,3-Dichlorobenzene.....	10.0	N.D.
1,4-Dichlorobenzene.....	10.0	N.D.
1,1-Dichloroethane.....	5.0	N.D.
1,2-Dichloroethane.....	5.0	N.D.
1,1-Dichloroethene.....	5.0	N.D.
Total 1,2-Dichloroethane.....	5.0	N.D.
1,2-Dichloropropane.....	5.0	N.D.
cis-1,3-Dichloropropene.....	5.0	N.D.
trans-1,3-Dichloropropene.....	5.0	N.D.
Methylene chloride.....	10.0	N.D.
1,1,2,2-Tetrachloroethane.....	5.0	N.D.
Tetrachloroethene.....	5.0	N.D.
1,1,1-Trichloroethane.....	5.0	N.D.
1,1,2-Trichloroethane.....	5.0	N.D.
Trichloroethene.....	5.0	N.D.
Trichlorofluoromethane.....	5.0	N.D.
Vinyl chloride.....	10.0	N.D.

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Haack
For Elizabeth W. Haack
Project Manager

0122758.BLA <9>

SENT BY: XEROX Telecopier 7017 - 2-80 :11:11AM :

4153 33

408 293 8773;#11



SEQUOIA ANALYTICAL

680 Chesapeake Drive • Redwood City, CA 94063
(415) 384-9800 • FAX (415) 384-9233

Blaine Tech Services
1370 Tully Rd., Suite 505
San Jose, CA 95122
Attention: Richard Blaine

Client Project ID: City of Cupertino, #891219A1
Sample Descript: Soil, #3
Analysis Method: EPA 8030/8010
Lab Number: 912-2757

Sampled: Dec 19, 1989
Received: Dec 19, 1989
Analyzed: Dec 28, 1989
Reported: Jan 2, 1990

HALOGENATED VOLATILE ORGANICS (EPA 8010)

Analyte	Detection Limit µg/kg	Sample Results µg/kg
Bromodichloromethane	5.0	N.D.
Bromoforn	5.0	N.D.
Bromomethane	5.0	N.D.
Carbon tetrachloride	5.0	N.D.
Chlorobenzene	5.0	N.D.
Chloroethane	25.0	N.D.
2-Chloroethylvinyl ether	5.0	N.D.
Chloroform	5.0	N.D.
Chloromethane	5.0	N.D.
Dibromochloromethane	5.0	N.D.
1,2-Dichlorobenzene	10.0	N.D.
1,3-Dichlorobenzene	10.0	N.D.
1,4-Dichlorobenzene	10.0	N.D.
1,1-Dichloroethane	5.0	N.D.
1,2-Dichloroethane	5.0	N.D.
1,1-Dichloroethene	5.0	N.D.
Total 1,2-Dichloroethene	5.0	N.D.
1,2-Dichloropropane	5.0	N.D.
cis-1,3-Dichloropropene	5.0	N.D.
trans-1,3-Dichloropropene	5.0	N.D.
Methylene chloride	10.0	N.D.
1,1,2,2-Tetrachloroethane	5.0	N.D.
Tetrachloroethene	5.0	N.D.
1,1,1-Trichloroethane	5.0	N.D.
1,1,2-Trichloroethane	5.0	N.D.
Trichloroethene	5.0	N.D.
Trichlorofluoromethane	5.0	N.D.
Vinyl chloride	10.0	N.D.

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Hackl

For Elizabeth W. Hackl
Project Manager

9122756.BLA <10>



SEQUOIA ANALYTICAL

680 Chesapeake Drive • Redwood City, CA 94083
 (415) 384-9600 • FAX (415) 384-9233

Blaine Tech Services	Client Project ID: City of Cupertino, #891219A1	Sampled: Dec 18, 1989
1370 Tully Rd., Suite 605	Sample Descript: Soil, #4	Received: Dec 19, 1989
San Jose, CA 95122	Analysis Method: EPA 5030/8010	Analyzed: Dec 28, 1989
Attention: Richard Blaine	Lab Number: 912-2758	Reported: Jan 2, 1990

HALOGENATED VOLATILE ORGANICS (EPA 8010)

Analyte	Detection Limit µg/kg	Sample Results µg/kg
Bromodichloromethane.....	5.0	N.D.
Bromoform.....	5.0	N.D.
Bromomethane.....	5.0	N.D.
Carbon tetrachloride.....	5.0	N.D.
Chlorobenzene.....	5.0	N.D.
Chloroethane.....	25.0	N.D.
2-Chloroethylvinyl ether.....	5.0	N.D.
Chloroform.....	5.0	N.D.
Chloromethane.....	5.0	N.D.
Dibromochloromethane.....	5.0	N.D.
1,2-Dichlorobenzene.....	10.0	N.D.
1,3-Dichlorobenzene.....	10.0	N.D.
1,4-Dichlorobenzene.....	10.0	N.D.
1,1-Dichloroethane.....	5.0	N.D.
1,2-Dichloroethane.....	5.0	N.D.
1,1-Dichloroethene.....	5.0	N.D.
Total 1,2-Dichloroethene.....	5.0	N.D.
1,2-Dichloropropane.....	5.0	N.D.
cis-1,3-Dichloropropene.....	5.0	N.D.
trans-1,3-Dichloropropene.....	5.0	N.D.
Methylene chloride.....	10.0	N.D.
1,1,2,2-Tetrachloroethane.....	5.0	N.D.
Tetrachloroethene.....	5.0	N.D.
1,1,1-Trichloroethane.....	5.0	N.D.
1,1,2-Trichloroethane.....	5.0	N.D.
Trichloroethene.....	5.0	N.D.
Trichlorofluoromethane.....	5.0	N.D.
Vinyl chloride.....	10.0	N.D.

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Hacid
 for Elizabeth W. Hacid
 Project Manager



SEQUOIA ANALYTICAL

880 Chesapeake Drive • Redwood City, CA 94063
(415) 364-9600 • FAX (415) 364-9233

Blaine Tech Services
1370 Tuily Rd., Suite 505
San Jose, CA 95122
Attention: Richard Blaine

Client Project ID: City of Cupertino, #891219A1
Sample Descript: Soil, #5A-D
Analysis Method: EPA 8030/8010
Lab Number: 912-2758 A-D

Sampled: Dec 19, 1989
Received: Dec 19, 1989
Analyzed: Dec 28, 1989
Reported: Jan 2, 1990

HALOGENATED VOLATILE ORGANICS (EPA 8010)

Analyte	Detection Limit µg/kg	Sample Results µg/kg
Bromodichloromethane	5.0	N.D.
Bromoform	5.0	N.D.
Bromomethane	5.0	N.D.
Carbon tetrachloride	5.0	N.D.
Chlorobenzene	5.0	N.D.
Chloroethane	25.0	N.D.
2-Chloroethylvinyl ether	5.0	N.D.
Chloroform	5.0	N.D.
Chloromethane	5.0	N.D.
Dibromochloromethane	5.0	N.D.
1,2-Dichlorobenzene	10.0	N.D.
1,3-Dichlorobenzene	10.0	N.D.
1,4-Dichlorobenzene	10.0	N.D.
1,1-Dichloroethane	5.0	N.D.
1,2-Dichloroethane	5.0	N.D.
1,1-Dichloroethene	5.0	N.D.
Total 1,2-Dichloroethene	5.0	N.D.
1,2-Dichloropropane	5.0	N.D.
cis-1,3-Dichloropropene	5.0	N.D.
trans-1,3-Dichloropropene	5.0	N.D.
Methylene chloride	10.0	N.D.
1,1,2,2-Tetrachloroethane	5.0	N.D.
Tetrachloroethene	5.0	N.D.
1,1,1-Trichloroethane	5.0	N.D.
1,1,2-Trichloroethane	5.0	N.D.
Trichloroethene	5.0	N.D.
Trichlorofluoromethane	5.0	N.D.
Vinyl chloride	10.0	N.D.

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Hackl
per Elizabeth W. Hackl
Project Manager



SEQUOIA ANALYTICAL

880 Chesapeake Drive • Redwood City, CA 94063
 (415) 364-8600 • FAX (415) 364-9233

Blaine Tech Services	Client Project ID: City of Cupertino, #891219A1	Sampled: Dec 19, 1989
1370 Tully Rd., Suite 505	Sample Descript: Soil Comp., #8	Received: Dec 19, 1989
San Jose, CA 95122	Analysis Method: EPA 8030/8010	Analyzed: Dec 28, 1989
Attention: Richard Blaine	Lab Number: 912-2760 A-D	Reported: Jan 2, 1990

HALOGENATED VOLATILE ORGANICS (EPA 8010)

Analyte	Detection Limit µg/kg	Sample Results µg/kg
Bromodichloromethane.....	5.0	N.D.
Bromoform.....	5.0	N.D.
Bromomethane.....	5.0	N.D.
Carbon tetrachloride.....	5.0	N.D.
Chlorobenzene.....	5.0	N.D.
Chloroethane.....	25.0	N.D.
2-Chloroethylvinyl ether.....	5.0	N.D.
Chloroform.....	5.0	N.D.
Chloromethane.....	5.0	N.D.
Dibromochloromethane.....	5.0	N.D.
1,2-Dichlorobenzene.....	10.0	N.D.
1,3-Dichlorobenzene.....	10.0	N.D.
1,4-Dichlorobenzene.....	10.0	N.D.
1,1-Dichloroethane.....	5.0	N.D.
1,2-Dichloroethane.....	5.0	N.D.
1,1-Dichloroethene.....	5.0	N.D.
Total 1,2-Dichloroethene.....	5.0	N.D.
1,2-Dichloropropane.....	5.0	N.D.
cis-1,3-Dichloropropane.....	5.0	N.D.
trans-1,3-Dichloropropane.....	5.0	N.D.
Methylene chloride.....	10.0	N.D.
1,1,2,2-Tetrachloroethane.....	5.0	N.D.
Tetrachloroethene.....	5.0	N.D.
1,1,1-Trichloroethane.....	5.0	N.D.
1,1,2-Trichloroethane.....	5.0	N.D.
Trichloroethane.....	5.0	N.D.
Trichlorofluoromethane.....	5.0	N.D.
Vinyl chloride.....	10.0	N.D.

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Elizabeth W. Haold
 for Elizabeth W. Haold
 Project Manager



PROCEDURE CHECKLIST FOR DEMOLITION PERMITS

COMMUNITY DEVELOPMENT DEPARTMENT • BUILDING DIVISION

ALBERT SALVADOR, P.E., C.B.O., BUILDING OFFICIAL

10300 TORRE AVENUE • CUPERTINO, CA 95014-3255

(408) 777-3228 • FAX (408) 777-3333 • building@cupertino.org

PURPOSE

The demolition application should be applied for before or at the same time as the new construction permit application (these are separate permit applications and fees). Permit fees are due at the time of the application/plan submittal. The new construction permit will not be issued until the demolition permit is issued, unless a letter obtained from the Building Department is submitted stating that “The existing house will not be demolished until the new construction permit is issued”. The letter needs to be signed by both the property owner and general contractor.

REQUIREMENTS

To obtain a demolition permit in the City of Cupertino, please complete a [Demolition permit application](#) along with each of the following requirements as it applies to your specific project.

1. **Three (3)** copies of a Site (Demolition) plan for **Residential** or **six (6)** copies for **Commercial** will be required showing any trees 10 inches in diameter at 3 feet above grade on the subject property, and what means will be taken to protect these trees.
2. PG&E must be contacted **AS EARLY AS POSSIBLE** prior to demolition to schedule the abandonment. Contact PG&E at (408) 725-3325. A letter from PG&E shall be provided to the City, stating that all gas and electric has been disconnected. (This step can be time consuming, so it is important to begin the process immediately) *
3. Provide Job Number from Bay Area Air Quality Management District www.baaqmd.gov @ 415-749-4762.
4. Check to see if the building is considered an historical landmark. Obtain clearance from the Community Development Planning Department. Allow 10 working days. **
5. Provide a letter of clearance of all vermin from a licensed pest control contractor.
6. Important: Prior to the issuance of the demolition permit, the applicant must call the Public Works Department at (408) 777-3104 and arrange a “habitable dwelling” inspection.
7. Debris bin and Recycling sheet: read, sign and date. The sheet will remain in the project’s building permit file for the duration of the project. ***
8. **Commercial only**-prior to issuance of the demolition permit, the Fire Department must review the plans for fire suppression/ alarm systems that shall remain in service or be modified during Demolition or that shall be replaced with the new construction.

NOTES:

* Letter from PG&E confirming gas service cut off is included in this Appendix

** See DPR Form 523 included in this Appendix, confirming that the Simms House is NOT considered a historical landmark.

*** See the City of Cupertino's "Construction and Demolition Recycling Diversion Requirements *DemoProcedure.doc revised 2/13/13* and Instructions" included in this Appendix.

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**Pacific Gas and
Electric Company**

10900 No. Blaney Avenue
Cupertino, CA 95014

DATE: 11/12/15

CITY OF CUPERTINO
10300 TORRE AVE
CUPERTINO CA 95014

SUBJECT: REMOVAL OF GAS SERVICES (CUT @ MAIN IN THE STREET) ON:

July 16, 2015 22241 McClellan Rd

SUBJECT: ELECTRIC SERVICES WAS CUT AT POLE ON :

September 24, 2015 22241 McClellan Rd

If you have any further questions, please contact me at (408) 725-3325

Sincerely,

Vm Nuhn

Pacific Gas & Electric Company
DeAnza Service Planning
408/725-3325

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November 2, 2015

Alex Acenas
Project Manager, Public Works Dept.
City of Cupertino
10300 Torre Ave
Cupertino CA 95014

Re: 22241 McClellan Road

Dear Mr. Acenas,

At the request of David J. Powers and Associates Urban Programmers undertook research and evaluation of the referenced property, owned by the City of Cupertino. Urban programmers has over 35 years' experience in evaluating historic resources in Santa Clara County.

The methodology for the research was to use standard practices, information was gained from public records, historical accounts. Repositories consulted included the Cupertino Library, the Dr. Martin Luther King, Jr. Library (California Room) in San Jose and the California History Center at De Anza College. Research was also conducted using the internet to search U.S. Census records and City Directories.

The property was developed as an orchard in the early decades of the twentieth century. The first owners to live on the property and develop the begging of the existing building were Felix and Cloninda Rossotto in 1936. Like many of the residents at that time, Felix had emigrated from Italy and tried several occupations before settling with his own small fruit ranch. The best known of the owner/residents was Clifford J. and Florence Simms who purchased the property in 1960. Simms began a career in Burlingame working with the City's Streets Department. In Cupertino he operated a grading, earth moving, and construction company. In summary, the owner/residents of the building were working families and not individually associated with events or actions that contributed in a significant way to the history of Cupertino or Santa Clara County.

The building was evaluated as part of the residential building styles in Cupertino. The building may have begun as an ancillary shed, although it was not determined if the shed was removed or incorporated into the house. Over the years the building was enlarged and had additions to all four facades. The total resulted is a vernacular, eclectic building without definitive style or artistic merit.

Evaluation of the history and architecture concluded that the property does not qualify for listing in the California Register of Historic Resources. Thus, the building is not a historic resource under CEQA.

Under cover of this letter you will find the research and evaluation are recorded on State of California Department of Parks and Recreation Historic Survey forms (DPR 523).

Best regards,



Bonnie Bamberg, Project Consultant

Bonnie Bamberg, owner
10710 Ridgeview Avenue
San Jose California
95127
USA

Phone: 408-254-7171
Fax: 408-254-0969
E-mail: bbamberg@USA.net

State of California The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code NA
Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 13 *Resource Name or #: (Assigned by recorder) 22241 McClellan Road, Cupertino.

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County Santa Clara and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad _____ Date _____ T _____; R _____; 3 of 3 of Sec _____; _____ B.M.

c. Address 22241 McClellan Road City Cupertino Zip 95014

d. UTM: (Give more than one for large and/or linear resources) Zone 10,38298.71 mE/ 4130127.08 mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

APN 357-04-014 The parcel is adjacent to the McClellan Ranch Reserve

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The building is located at the bottom of a bluff with Stevens Creek on the other side. Mature trees are along the creek and on the bluff side of the building. The building is accessed from McClellan Road, across an expanse of packed earth. There is no planned landscaping on the 3.19 acre site. On the top of the bluff the neighborhood has a mix of architecture with a recent contemporary style home the closest to the subject property.

The subject house is a long, rectangular form oriented with the front facing west. The style of the house is best termed eclectic with many additions and alterations enlarging, and virtually obliterating what appears to have been a small worker's cabin. The front façade has been enlarged with an addition that extends the width of the building and is covered with a flat roof exhibiting straight rafters. The original peaked roof is visible behind this

(Continued on page 3)



*P3b. Resource Attributes: (List attributes and codes) HP 2 single family house

*P4. Resources Present: Building
 Structure Object Site District
 Element of District Other (Isolates, etc.)

*P5b. Description of Photo: (view, date, accession #) Front Façade, 10/22/2015

*P6. Date Constructed/Age and Source:

Historic Prehistoric Both
Constructed:

*P7. Owner and Address:

*P8. Recorded by: (Name, affiliation, and address)

Bonnie Bamburg
Urban Programmers
10710 Ridgeview Avenue
San Jose CA 95127

*P9. Date Recorded: 10/27/2015

*P10. Survey Type: (Describe) intensive

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") None

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record
Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
Artifact Record Photograph Record Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code 6Z

Page 2 of 13 *Resource Name or # (Assigned by recorder) 22241 McClellan Rd, Cupertino

B1. Historic Name: Rossotto Property

B2. Common Name: Sims House

B3. Original Use: Residential

B4. Present Use: Vacant

*B5. Architectural Style: Eclectic

*B6. Construction History: (Construction date, alterations, and date of alterations) c. 1920, remodeled c 1940 and 1960

*B7. Moved? No Yes Unknown Date: _____ Original Location: _____

*B8. Related Features:

McClellan Ranch Park -Stevens Creek

B9a. Architect: Unknown b. Builder: Unknown

*B10. Significance: Theme Residential Architecture Area Cupertino

Period of Significance 1920-1960

Property Type House

Applicable Criteria NA

(Discuss

importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The building does not meet the criteria of the California Register of Historic Resources.

Until the property was sold to the City of Cupertino in 1990, the remodeled house was a single family residence that is not associated with people or events of significance in either Santa Clara County or the City of Cupertino.

The property is shown in the 1876 Thompson & West Historical Atlas of Santa Clara County as part of the 600 acres belonging to W.T. McClellan (McClellan), and no buildings are shown on the property. Santa Clara Valley Land Company recorded a map of the subject property in 1917 and appears to have managed the orchard land with a caretaker until 1936. That year the subject land was sold by Tom Gally and Melvin Mensor to Felix and Cloninda Rossotto. Gally and Mensor obtained much of the land they sold from Santa Clara Valley Land Company¹. The pair are not known to build houses but would manage agricultural property until it sold. Felix Rossotto was born in Italy in 1886, Cloninda in California in 1898. Felix had a number of occupations including, tannery worker (1920), restaurant proprietor (1930) and farmer before purchasing the subject property that was planted with an orchard as is shown in the 1939 USGS aerial photograph of the area. This is where they raised their California born daughters, Elvira, Florence and Edna. His purchase of the property may not have been arbitrary, Felix's brother Joseph had married Adele Stockmier, whose family owned land in the area.

In 1960, Rossotto sold the property to Clifford J. Simms (1904-1988) and his wife Florence (1903-1966). The Simms family, for whom the property is remembered, moved to Cupertino the same year. (continued on page 8)

B11. Additional Resource Attributes: (List attributes and codes) HP 2, HP31 Urban Open Space

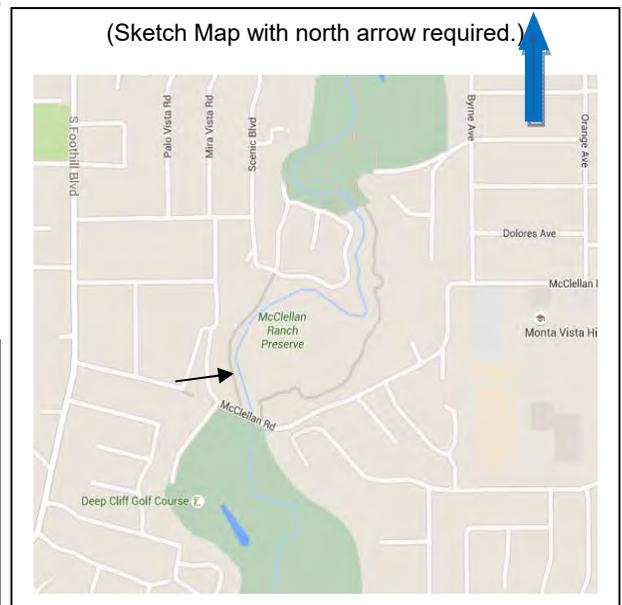
*B12. References: City & County public documents,

B13. Remarks:

*B14. Evaluator: Bonnie Bamburg

*Date of Evaluation: 10/28/2015

(This space reserved for official comments.)



¹ Interview Walt Nagle long time title map researcher

Page 3 of 13 *Resource Name or # (Assigned by recorder) 22241 McClellan Road, Cupertino
*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update

P3.Description continued

addition. The building is set on a bench above Stevens Creek, with the north side set into the north slope of the historic river bank. This allows the tuck under garage on the south side of the facade. Brick steps lead to an off-set, recessed entry. Fenestration is a mix of window types, two small windows are on the north side while a large tripartite picture window is on the south and a tall, vertical window is further south over the garage. The sheathing like the rest of the building is a combination of horizontal lapped boards on the bottom of the wall and cut shingles on the portions that is the living areas. The south side of the building has a slanted bay window and the rest of the facade is straight with window patterns similar to the front facade. The roofline gives clues to the extent of the various additions, at least three that extended the building. The rear facade has a full width porch with a pitched roof that is supported by a half wall and post on the south side and three square posts spaced across the facade. Although covered with plywood, there were two picture size windows and a sliding patio style door on the back wall. The north side of the house has several shed additions of various sizes (closet pop-out to room size, all with flat roofs and covered in cut shingles.

A raised entry area of packed earth at the front of the house (the base of the stairs) is lined with native rock. This is the only landscape feature.

In summary, the building is a series of sections and alterations that obscure the original structure and the totality lacks architectural distinction.

P5 Photographs Continued:



Figure 2 2241 McClellan Road c. 1946
Source: USGS by Google Earth Pro

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*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update



Photograph 2 22241 McClellan Road, Cupertino

View: Front façade, tuck-under garage on the right, brick stairs to recessed entry, Front façade addition with original pitched roof showing.

Camera facing: East

Date of Photograph: October 20, 2015

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*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update



Photograph 3 22241 McClellan Road, Cupertino
View: North (side) façade, Pop-out additions along the side. Cut shingle sheathing.
Camera facing: East
Date of Photograph: October 20, 2015

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*Recorded by: Urban Programmers *Date 10/27/2015 Continuation Update



Photograph 4 22241 McClellan Road, Cupertino
View: South (side) façade. Original believed to be at the front of the side with multiple additions to the rear.
Camera facing: West
Date of Photograph: October 20, 2015

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*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update



Photograph 5 22241 McClellan Road, Cupertino
View: Rear façade, Porch addition with covered entry and windows under and above.. Pop-out addition seen on the right.
Camera facing: West
Date of Photograph: October 20, 2015

B 10 Significance: Context:

Prior to that they lived and he worked in Burlingame where he worked for the City of Burlingame in the Public Works Department- Streets Division as an assistant superintendent. In Cupertino he opened his own earth work company, C.J. Simms Tractors and operated from 22240 Vallecito Road.¹ In April 1969, C.J. Simms filed incorporation for his grading and earthwork company.² The company appears to have been very successful with contracts in the in the Bay Area and

¹ R.L.Polk San Jose and Santa Clara County City Directory 1969 page 567

² California Secretary of State- Archives

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*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update

beyond. The company continued for a while after Clifford Sr. retired. It appears that major alterations were made to the front, side and rear of the building while it was owned by Simms.

The Simms family included two children Marion Simms and Clifford J. Simms Jr. Clifford J. Simms Sr. passed away October 16, 1988. Two years later the property was sold by his children as trustees of his estate, to the City of Cupertino. Since acquiring the property the City has leased the house for residential use. The house is currently vacant.

Cupertino Historical Context 1935-1988

Beginning as a crossroads, the community grew and was first known as the West Side but to distinguish the area, the community adopted the name Cupertino at the turn of the century. Outside the commercial crossroad, the area was agricultural. Vineyards and wineries extended along the Montabello Ridge dropping down to the valley floor where orchards proliferated, particularly after a phylloxera epidemic in the 1890s killed more than three quarters of the vineyards. Fruit grown in the area included the French prune, apricots, cherries and some apples. Agriculture was the economic industry of the Valley creating the endearing phrase "Valley of Hearts Delight," to describe the Valley when the orchards were in bloom. This lasted until the late 1930's when it was effected by the beginning of WWII in Europe when Hitler forbade the import of fruit products from the United States. Into this era, Felix Rossotto purchased the subject property (1936), began the remodeling of a house that appears to have been a workers cabin and tended the existing fruit orchard.³

To accommodate the growing population, Monte Vista, the first housing subdivision was approved by the County of Santa Clara and more were planned. Together with other events, leaders in the community sought incorporation and on October 10, 1955, after a vote in September, the area was declared incorporated as the City of Cupertino.

During WWII fruit growers were subsidized to provide a supply for military use, but after the war and the loss of the subsidy, there was a glut of fruit products reducing the price to the growers. Orchards that were no longer profitable began to be redeveloped for industrial, commercial and residential use. A new industry emerging from the 1940s was technology, and new employers in town that required a skilled workforce, a need that was filled by veterans using the GI Bill to continue their education at Bay Area colleges and universities.

In the frenzy to create new residential subdivisions (1955-2000) houses were constructed on the former orchard land and on the bluff above the Stevens Creek, some very close to the Rossotto house at 22241 McClellan. Currently the City is experiencing another redevelopment phase with both industry land and commercial land being redeveloped for higher and more modern uses, examples are the Apple Campus, VALLCO Center. To provide the quality of life desired by the citizens, the City is expanding recreational and educational opportunities and areas such as the Rossotto property are being returned to a natural condition as part of the Stevens Creek Trail.

Regulatory Background:

The framework of regulatory mandates includes local, state and federal laws and policies. Considering the subject project, removal of an existing building and returning the area to a natural environment, the California Environmental Quality Act (CEQA) and the City of Cupertino (as lead agency) provide the regulatory frame for the project to determine if the existing building is a "historic Resource" as defined by CEQA.

³ USGS Aerial photograph 1936

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*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update

The City of Cupertino includes Historic Preservation Policies within the City's General Plan.

Policy 2-62F: Recognizing Historical Resources An inventory of historically significant structures should be maintained and periodically updated in order to promote awareness of these community resources.

The California Environmental Quality Act (CEQA) defines a "historical resource" as a resource that meet one or more of the following criteria: (1) listed in or determined eligible for listing in, the California Register of Historical Resources (CRHR); (2) listed in a local register of historical resources as defined in PRC Section 5020.1(k); (3) identified as a significant in a historical resource survey meeting the requirement of PRC Scion 5024.1(g); or (4) determined to be a historical resource by a project's lead agency (PRC Section 21084.1 and CEQA Guidelines Section 15064.5(a)). A historical resource consists of:

"Any object, building, structure site, area, place, record or manuscript which the lead agency determines to be historically significant or significant to the architectural engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California provided the determination is supported by substantial evidence in light of the whole record. Generally, a resource is considered "historically significant" if it meets the criteria for listing on the California Register of Historical Resources (CEQA Guidelines Section 15064.5). Generally, a resource shall be considered by the lead agency to be "historically significant" if that resource meets the criteria for listing in the California Register of Historic Resources" (CEQA Guidelines Section 15064.5 (a)(3)).

The CRHR is a listing of State of California resources that are significant within the context of California's history, and includes all resources listed in or formally determined eligible for the National Register of Historic Places. The CRHR is a state-wide program of similar scope to the National Register of Historic Places (NRHP). In addition, properties designated under municipal or county ordinances are also eligible for listing in the CRHR. A historic resource must be significant at the local, state, or national level under one or more of the four criteria defined in the California Code of Regulations Title 14, Chapter 11.5, Section 4850:

The California Environmental Quality Act (CEQA) defines a change to a historic resource as a substantial adverse change or less than substantial change.

§ 21084.1. HISTORICAL RESOURCE; SUBSTANTIAL ADVERSE CHANGE A project that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment. For purposes of this section, an historical resource is a resource listed in, or determined to be eligible for listing in, the California Register of Historical Resources. Historical resources included in a local register of historical resources, as defined in subdivision (k) of Section 5020.1, or deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1, are presumed to be historically or culturally significant for purposes of this section, unless the preponderance of the evidence demonstrates that the resource is not historically or culturally significant. The fact that a resource is not listed in, or determined to be eligible for listing in, the California Register of Historical Resources, not included in a local register of historical resources, or not deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1 shall not preclude a lead agency from determining whether the resource may be an historical resource for purposes of this section.

Page 10 of 13 *Resource Name or # (Assigned by recorder) 22241 McClellan Road, Cupertino
*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update

Alterations or removal of buildings that are eligible for, or listed in the California Register of Historic Resources and that may create a "substantial adverse change" would require mitigation measures to reduce the level to less than a substantial adverse change.

Evaluation of Architectural and Historical significance of the building at 22241 McClellan Road, Cupertino, CA

The criteria for listing historical resources in the California Register of Historic Resources are consistent with those developed by the National Park Service for listing resources in the National Register of Historic Places, but have been modified for state use in order to include a range of historical resources which better reflect the history of California. An historical resource must be significant at the local, state or national level under one or more of the following four criteria;

- 1 It is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.
- 2 It is associated with the lives of persons important to local, California, or national history;
- 3 It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values; or
- 4 It has yielded, or is likely to yield, information important to the prehistory or history of the local area, California, or the nations.

In addition, the resource must retain integrity defined as enough of its historic character or appearance to be recognizable as a historic property, and to convey the reason for its significance. The National Register program has identified seven aspects of integrity; Location (where the resource was constructed), Design (the combination of elements that create the form, plan, space, structure and style of a property), Setting (the physical environment of a historic property), Materials (the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property), Workmanship (the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory), Feeling (a property's expression of the aesthetic or historic sense of a particular period of time) and Association (the direct link between an important historic event or person and a historic property). To determine the integrity of a historic resource the California Register of Historic Resources requires some of the seven to be present.

The property at 22241 McClellan Road contains one building (house) and low rock retaining wall.

Criterion 1. It is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.

Throughout its history the building has been a house for people who lived on the property and cared for an orchard (1920-1950) or operated business in the area. No events of significant were found in the research.

Criterion 2 It is associated with the lives of persons important to local, California, or national history;

Research described individuals who worked either tending an orchard or living in the house while operating a business in Cupertino but were not found to have contributed in a significant way to the history of Cupertino, California or the nation.

Page 11 of 13 *Resource Name or # (Assigned by recorder) 22241 McClellan Road, Cupertino
*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update

Criterion 3 It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values

The building on the property, a house is a combination of sections that were blended together to create expanded living space for the families living on the property. It does not exhibit distinctive characteristics of a particular type or period and is not the work of a master, not does it possess high artistic values. The building is eclectic in style incorporating elements and materials from a number of years that appear to be from 1920-1970.

Criterion 4 It has yielded, or is likely to yield, information important to the prehistory or history of the local area, California, or the nations.

The building on the property is unlikely to yield information important in history. The property is adjacent to Stevens Creek, formerly Cupertino Creek and there is the potential for archeological material to be found along the waterways. However, Basin Research Associates stated in their 2006 report on the Stevens Creek Master Plan and Restoration Plan, Technical Report, 2006 that "no major prehistoric or protohistoric trails had been identified in or near the project." Also, the native soil at the site of the house has been disturbed to the depth of the foundation and by both agricultural planting, tilling and the current use for staging large construction equipment that makes removing the building unlikely to yield information important in the history or prehistory. Should archeological material be uncovered during the removal process, California law will be followed.

Summary findings:

The building on the property at 22241 McClellan Road does not retain integrity and does not meet any of the four criteria of the California Register of Historic Resources. The building is not a historic resource as defined under CEQA.

Page 12 of 13 *Resource Name or # (Assigned by recorder) 22241 McClellan Road, Cupertino

*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update

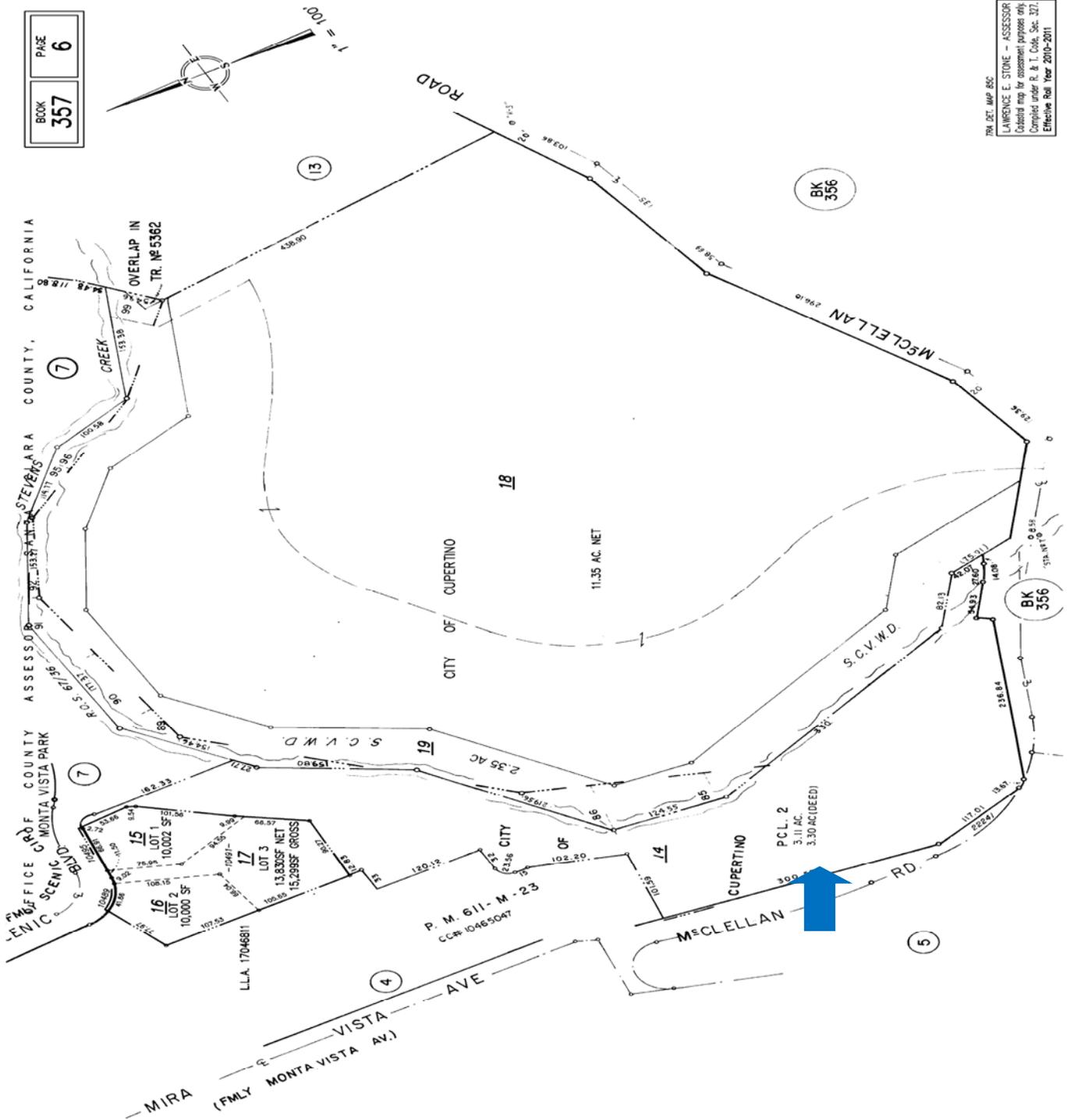


Figure 1 Santa Clara County Assessor' Map APN 357-06-014 22241 McClellan Road, Cupertino

Page 13 of 13 *Resource Name or # (Assigned by recorder) 22241 McClellan Road, Cupertino
*Recorded by: Urban Programmers *Date 10/27/2015 x Continuation Update

B II Sources Consulted;

City of Cupertino, Stevens Creek Corridor Master Plan and Restoration Plan Technical Studies, Basin Research, 2006

City of Cupertino General Plan

Map recorded 4/11/1917 showing the owner of the subject parcel to be Santa Clara Land Company

Deed: Thomas K Gally and Melvin Mensor to Felix Rossotto and Clorinda Rossotto Recorded 2/2/1936 in Book 811 Official Records of the County of Santa Clara, page 23

Deed: Felix Rossotto and Clorinda Rossotto to Clifford J. Simms, Sr and Florence L. Simms recorded 6/27/1960 Book 4837 Official Records of the County of Santa Clara, page 183

Deed: Clifford J. Sims, Jr and Marion S Hart, Co Conservators of the Estate of Clifford J. Simms, Sr to Arthur Jones Recorded 7/15/1988 in Book K604 Official Records of the County of Santa Clara, page 654 Indenture to Clifford Simms

Deed Arthur Jones to James H. Sisk and Elizabeth Sisk recorded 7/15/1988 in Book K604 Official Records of the County of Santa Clara, page 657 Indenture to Clifford Simms

Deed Clifford Simms to The City of Cupertino 6/2/1990 record 10439802

Lyon, Mary Lou, Images of America Early Cupertino, Arcadia Publishing, San Francisco, 2006

R.L. Polk City Directory of San Jose and Santa Clara County, 1915-1964

Thompson & West, Historical Atlas of Santa Clara County (reprint) Smith & McKay Printing, San Jose CA 1973

U.S. Census records for years 1900,1910,1920,1930,1940

Siegle & Strain, McClellan Ranch Reserve Cupertino - Historic Structures Assessment, January 2014



City of Cupertino
Public works Department
Environmental Programs Division
10300 Torre Ave
Cupertino, CA 95014
(408) 777-3354

Construction and Demolition Recycling Diversion Requirements and Instructions

Covered projects, or all construction, demolition and renovation projects that **are 3,000 square feet or more** are required to complete a Waste Management Plan for the City of Cupertino demonstrating that 60% of the material generated is recycled, in compliance with ordinance CMC 16.72.050. At the conclusion of the project a Construction Recycling Report must be filed with the Public Works Department/Environmental Division showing the tons recycled and disposed by material type. Use tonnage information from weight tags provided by facilities to quantify total estimated waste and percentages for materials. **Weight Tags of all material recycled and disposed must be submitted with the final report in order to receive a Final Building Inspection.**

Recology is the only debris bin service provider franchised to do business in Cupertino.

Debris from a project 3,000 square feet or more in Cupertino can be collected and disposed by using:

Please check all that apply:

- I am not using a Recology debris bin, however, the project is less than 3,000 s.f., e.g. buildings, patios, sidewalks, driveways.

- I will use a Recology debris bin. By Agreement with the City, Recology will prepare my required Waste Management Plan & Recycling Report. Contact Recology: (408) 725-4020.

- I am not using a Recology debris bin. I will provide the following submittals to the City’s Public Works Department, showing that I have recycled at least 60% of all construction demolition material: **Ask for the Construction & Demolition Recycling Packet from the Building Department and complete the following:**
 - ✓ *Submit a **Construction and Demolition Waste Management Plan** with your building permit application. No fee for this plan. Forms are available at the Building/Public Works counter and online at www.cupertino.org/environmental. Report the tonnage recycled and disposed, by material type. Recycling facilities must be selected from the **City’s approved list of Recycling Resources**.*

 - ✓ *Submit a **Construction Recycling Report** form. The report is required before the Building Department will schedule a final inspection. The report form is available at the Building/Public Works Counter and online www.cupertino.org/environmental.*

Signature: _____ Date: _____

Name: (printed) _____

Title: _____

Phone: _____

Project Address: _____

This form to remain in the project’s building permit file for the duration of the project.

CONSTRUCTION AND DEMOLITION RECYCLING PACKET

City of Cupertino Construction and Demolition Debris Diversion Ordinance



What is the Construction and Demolition Debris Diversion Ordinance?

The purpose of the ordinance is to establish a program for the recycling and salvage of construction and demolition (C&D) debris. C&D debris comprises a significant portion of the waste stream that can be diverted from the landfill, thereby conserving resources, protecting our environment, and extending landfill life.

The ordinance requires at least 60% of the debris from construction, demolition and renovation projects be diverted from landfills through salvage and recycling practices. The program makes it easy and convenient for property owners, general contractors and subcontractors to meet their responsibilities under the ordinance.

Covered Projects

All construction, demolition and renovation projects that are 3,000 square feet or more shall comply with ordinance CMC 16.72.050. All phases of a project and all related projects taking place on single or adjoining parcels, as determined by the Director of Public Works, shall be deemed a single project.

Diversion & Salvage Requirements

- Divert 60% of C&D Debris
- Salvage materials qualify towards meeting the 60% diversion requirements. For a list of salvage companies, call 408-777-3354. A list of Recycling Resources are available at the Public Works/Community Development counter and online at www.cupertino.org/environmental.

What are the steps to comply?

Step 1: Before You Begin

- Determine how you will manage debris, excess building materials, and salvage materials. Before contracting with any recycling or roll-off box hauler, please review the City's requirement to use Recology, the City's exclusive hauler. Recology will prepare your Waste Management Plan & Recycling Report if you agree to use their debris boxes. Recology is the only debris bin service provider franchise to do business in Cupertino. Bins from other leasing companies are **not** to be used in Cupertino. Bins owned by the project's general contractor or demolition contractor, and hailed by a vehicle owned and registered to that contractor; (contractor should be prepared to prove ownership) **OR** private truck with a bed, but no bins are allowed.
- Submit a Construction and Demolition Waste Management Plan with your building permit application. There is no fee for this plan. Forms are available at the Building / Public Works counter and online at cupertino.org/environmental.
- The facility to which the materials will be hauled should be chosen from an approved list of facilities. Alternative facilities, special salvage or reuse options may be requested by the Environmental Programs Division, Public Works.
- Ask your hauler, recycler or site cleanup vendor to assist you with this plan. Weight tags of all material recycled and disposed must be submitted once the project is completed in order to receive a Final Building Inspection.

Step 2: During Your Project

- Educate all contractors, subcontractors and employees about managing debris on the project site.
- Keep all weight tags and receipts for debris sent to salvage, recycling and disposal facilities.

Step 3: At Project Completion

- Within 60 days of completing the project a Construction Recycling Report must be submitted to the Public Works Department, Environmental Division showing the tons recycled and disposed by material type. Use tonnage information from weight tags provided by facilities to quantify total estimated waste and percentages for materials. Weight tags of all material recycled and disposed must be submitted with this final report in order to receive a Final Building Inspection. This report will show how the 60% diversion and salvage requirements were met (weight tags, etc.)

What If I Fail to Divert 50 Percent?

Failure to meet the 60% diversion rate will result in a first time warning and potential fines for any future violations.

What If I Am Late Submitting the C&D Final Report?

Failure to submit the Final Report within sixty (60) calendar days following completion of the project will hold off the Final Building Inspection.

What Happens If I Don't Submit the C&D Final Report?

Failure to submit a Construction Recycling Report within one hundred twenty (120) calendar days following completion of the project may result in civil, criminal, or administrative penalties.

Revised: 1/10/12



Waste Management Plan

Construction & Demolition Debris

City of Cupertino

Environmental Programs Division
 408 777-3354
 environmental@cupertino.org

CUPERTINO GREEN

MUST BE SUBMITTED WITH PERMIT APPLICATION.

All projects which exceed 3,000 square feet must recycle 60% of the material generated. Permit applicants that fall within the Covered Project¹ guidelines are required to complete the following Waste Management Plan for the City of Cupertino.

At the conclusion of the project, the permittee must file a "Construction Recycling Report" with the Public Works Department/Environmental Division showing the tons recycled and disposed by material type. Use tonnage information from weight tags provided by facilities to quantify total estimated waste and percentages for materials. Ask your hauler, recycler or site cleanup vendor to assist you with this plan. **Weight tags of all material recycled and disposed must be submitted once the project is completed in order to receive a Final Building Inspection.**

Project Name: _____ **Permit No:** _____
Location: _____
Prepared By: _____ **Phone:** _____
Company Name: _____ **Email:** _____
Company Address: _____
Project Type: New Construction Demolition Renovation **Project Square Footage:** _____

A. Material to Recycle or Reuse. The facility to which the materials will be hauled should be chosen from the attached list of facilities. Alternative facilities, special salvage or reuse options may be requested by the Environmental Programs Division, Public Works. Check all boxes that apply for each material type . This is your **plan**—you can make changes on your final **report**.

MATERIAL	SALVAGE OR REUSE	RECYCLE	DISPOSAL	DESTINATION FACILITY
				(indicate "to Newby Island Landfill ² by Recology" or provide name of facility for self-haul)
Mixed C&D Debris				
Asphalt & Concrete				
Brick / Masonry / Tile				
Cabinets, Doors, Fixtures, Windows				
Carpet				
Carpet Padding / Foam				
Cardboard				
Ceiling Tile (acoustic)				
Dirt / Sod				
Drywall (unpainted)				
Landscape Debris				
Metals				
Roofing Materials				
Wood / Lumber				
Other Material (list):				
Trash				

HAULING METHOD: Self-Haul Roll-off Box (franchised w/ City of Cupertino) Both

Approval by the Environmental Programs Division, Public Works of this Waste Management Plan as complying with CMC 16.72.050 shall be a condition of any building or demolition permit for all covered projects.

NOTE: If you enlist the services of a hauler or clean-up company to take the materials to a facility for you, ensure they are aware of the Construction and Demolition Recycling Program and CMC 16.72.050 and can provide you with the required information. Inform the hauler they must take material to an approved facility and are required to provide weight tickets showing proof of recycle.

I understand I am responsible for complying with the requirements of the Cupertino C&D Ordinance. I agree to submit a Final Report for this project within 60 calendar days after completion.

Applicant Signature: _____ Date: _____

¹ Covered Projects include all construction, demolition and renovation projects that are 3,000 square feet or greater. Applicants seeking building or demolition permits for the above mentioned projects are required by Ordinance 16.72 to recycle or reuse 60% of the material discarded.

² The City of Cupertino contracts with Newby Island Landfill, owned by Browning-Ferris Industries (BFI) for waste disposal.



Construction Recycling Report

Construction & Demolition Debris

City of Cupertino

Environmental Programs Division
 408 777-3354
 environmental@cupertino.org

CUPERTINO GREEN

MUST BE SUBMITTED WITHIN 60 DAYS AFTER PROJECT COMPLETION.

All projects which exceed 3,000 square feet must recycle 60% of the material generated. Permit applicants that fall within the Covered Project¹ guidelines are required to complete a Waste Management Plan and at conclusion of the project must file the following Construction Recycling Report to the Public Works Department/Environmental Division showing the tons recycled and disposed by material type. Use tonnage information from weight tags provided by facilities to quantify total estimated waste and percentages for materials. **Weight Tags of all material recycled and disposed must be submitted with this report in order to receive a Final Building Inspection.**

Project Name: _____ Permit No: _____
 Project Address: _____
 Prepared By: _____ Phone: _____
 Phone: _____

Signature

Attach a copy of the Waste Management Plan that was submitted with the permit paperwork at the beginning of the project.

Indicate quantities in tons for each material listed. Include copies of all facility weight tags and/or disposal receipts with report. If necessary, use factors in right hand column to convert volumes to tons.

MATERIAL	SALVAGE OR REUSE	RECYCLE	DISPOSAL	DESTINATION FACILITY (indicate "to Newby Island Landfill ² by Recology" or provide name of facility for self-haul)	CONVERSION TONS PER CY
Mixed C&D Debris					0.25
Asphalt & Concrete					Asp: 0.69 Con: 0.93
Brick / Masonry / Tile					1.51
Cabinets, Doors, Fixtures, Windows					0.15
Carpet					0.30
Carpet Padding / Foam					0.003
Cardboard					0.05
Ceiling Tile (acoustic)					0.09
Dirt / Sod					1.00
Drywall (unpainted)					0.20
Landscape Debris					0.15
Metals					0.45
Roofing Materials					0.21
Wood / Lumber					0.15
Other Material (list):					n/a
Trash					0.18

A. Tons Recycled and Reused: _____ B. Tons Recycled, Reused and Disposed: _____ C. Diversion Rate (A/B): _____

Approval by the Environmental Programs Division, Public Works of this Waste Management Plan as complying with CMC 16.72.050 shall be a condition of any building or demolition permit for all covered project.

Office Use Only: Final Report Approved Not Approved
 By: _____ Date: _____

¹ Covered Projects include all construction, demolition and renovation projects that are 3,000 square feet or greater. Applicants seeking building or demolition permits for the above mentioned projects are required by Ordinance 16.72 to recycle or reuse 60% of the material discarded.
² The City of Cupertino contracts with Newby Island Landfill, owned by Browning-Ferris Industries (BFI) for waste disposal. *Revised 1/10/12*



CUPERTINO GREEN

Recycling Resources

Deconstruction and Salvage Companies

City of Cupertino

Environmental Programs Division
408 777-3354
environmental@cupertino.org

Salvaging materials for reuse in their existing state is the highest and best form of recycling. The following organizations engage in salvage efforts as operators of deconstruction (as opposed to demolition) companies, salvage yards or both.

SALVAGED REUSABLE BUILDING MATERIALS

Berkeley Architectural Salvage 1167 65th St., Berkeley (510) 655-2270	Receives dropped-off pre-1940 salvaged items on a limited, case-by-case basis. Call first for information on accepted materials.
Building Resources 701 Amador St., San Francisco www.buildingresources.org (415) 285-7814	Picks up larger loads of salvaged materials on a case-by-case basis and receives drop-off donations. Call first for information on accepted materials. Offers charitable deduction receipt for donated materials.
Caldwell's 195 Bayshore Blvd., San Francisco (415) 550-6777	Purchases & receives dropped-off salvaged items on a case-by-case basis. Call first for information on accepted materials.
C&K Salvage and Allen Demolition 718 Douglas Ave. (Edes Ave.), Oakland (510) 569-2070	Performs deconstruction. Also picks up larger loads of salvaged materials on a case-by-case basis and receives drop-offs. Primarily interested in reusable lumber. Call first for information on accepted materials.
Condon & Sons 117 East 25th Ave., San Mateo (650) 349-3212	Receives materials such as single-pane aluminum windows and sliding glass doors for overseas shipment to countries in need of inexpensive building materials. Call first for information on accepted materials.
Ohmega Salvage 2400 San Pablo Ave., Berkeley www.ohmegasalvage.com (510) 204-0767	Performs limited deconstruction with a focus on higher end and older interior architectural elements and fixtures. Purchases picked up and dropped-off salvaged materials on a case-by-case basis. Call first for information on accepted materials.
Recycled Glassworks 238 Bonview St., San Francisco (415) 641-5610	Reuses ¼" or thicker, non-tempered plate glass (such as that from glass sliding doors) in the manufacture of decorative glass products. Pieces must be 10" square or larger. Will pick-up or receive drop-offs. Call for more information.
S.C.R.A.P. 801 Toland St., San Francisco www.scrap-sf.org (415) 647-1746	Accepts donations of materials such as clean wood, tile, and carpet scraps that can be re-used as art supplies by schools and other needy art and educational groups. Call for pick-up information and a complete list of accepted materials.
The Reusable Lumber Company 800 La Honda Road, Woodside www.reusablelumber.com (650) 529-9122	Performs deconstruction with a focus on salvaging lumber.
The Reuse People 2100 Ferry Point #150, Alameda www.thereusepeople.org (510) 522-2722	Performs deconstruction and conducts home furnishing salvage sales. Also picks up salvaged materials on a case-by-case basis and receives drop-off donations. Call first for information on accepted materials. Offers charitable deduction receipt for donated materials.
This and That 1701 Rumrill Blvd., San Pablo (510) 232-1273	Performs deconstruction of easily removable materials. Also picks up salvaged materials on a case-by-case basis and receives drop-offs. Call first for information on accepted materials.
Urban Ore 900 Murray St., Berkeley (510) 841-7283	Picks up extracted items through its Outside Trader department. Purchases & receives dropped-off salvaged items on a case-by-case basis. Call first for information on accepted materials.
Whole House Building Supply 1955 Pulgas Road, East Palo Alto www.driftwoodsalvage.com (650) 856-0634	Performs deconstruction and conducts home furnishing salvage sales. Also picks up salvaged materials on a case-by-case basis and receives drop-off donations. Call first for information on accepted materials. Offers charitable deduction receipt for donated materials.
Craigslist www.craigslist.org	A web site that offers the ability to post and search for items for sale to prospective buyers in a local community.
Freecycle www.freecycle.org	An email list for posting items to be given away for free. It provides the ability to subscribe to local postings.
CalMAX www.ciwm.ca.gov/calmax/BayMax/default.asp	A web site that offers the ability to post (and search for) building materials for sale to a local community of prospective buyers.

This information is not necessarily comprehensive and is subject to change. The inclusion or inadvertent exclusion of a company in no way constitutes a recommendation. Contact facilities for current information regarding recycling practices and accepted materials.



CUPERTINO GREEN

Recycling Resources

Source Separated Material Recyclers

City of Cupertino

The following are facilities that accept source separated materials. Benefits of separating materials for recycling typically include:

- lower cost (tipping fee) of recycling
- higher recycling rate for your demolition or construction project
- greater number of recycling facilities
- closer proximity of recycling facilities

APPLIANCES	
Cambrian Appliances 56 South Autumn St., San Jose (408) 885-9771	Accepts working appliances for a charge and will resell or reuse. Call for more information and to arrange for pick-up or drop-off.
Ecumenical Hunger Program 2411 Pulgas Ave., East Palo Alto (650) 323-7781	Accepts donations of working appliances that are less than 10 years old. Call for more information and to arrange for pick-up or drop-off.
Friendship Church of God in Christ 1654 E. San Antonio Street, San Jose (408) 258-5445	Accepts donations of working appliances and other reusable items. Only open on Tuesday, call for more information and to arrange for drop-off.
JACO Environmental (800) 741-0172	Will pick-up appliances (TV's, refrigerators, computers, water heaters, trash compactors, air conditioners) for a small charge. Appliances are scrapped, typically for their metal content. Call for more information.
Rebuilding Together 2827 Aiello Dr., San Jose (408) 578-9519	Accepts donations of washers and dryers less 5 years old. Also accepts most dishwashers, refrigerators, ovens and ranges (non-built-in) including hoods. Will pick up or accept drop-offs after on-site verification of reusability.
Santa Clara Appliance 948 E. Santa Clara St., San Jose (408) 289-8888	Accepts working appliances for a charge and will resell or reuse. Call for more information and to arrange for pick-up or drop-off.
St. Vincent de Paul Society 749 Story Rd., San Jose (408) 943-8912	Accepts frost-free refrigerators only; must be plugged in for 24 hours prior to pick up. Call for more information and to arrange for pick-up or drop-off. [what about other working appliances?]
The Salvation Army www.satruck.com (800) 958-7825	Accepts most working appliances. Built-in appliances and those requiring repairs are not accepted. Call for more information and to arrange for pick-up or drop-off.



ASPHALT ROOFING SHINGLES

Rebuilding Together 2827 Aiello Dr., San Jose (408) 578-9519	Must drop off whole shingles, will reuse material.
Zanker Road Landfill 675 Los Esteros Road, San Jose (408) 263-2385	Obtain a "Composite Asphalt Roofing" material code or equivalent on your receipt to receive full recycling credit for your separated load. There is a charge.



CARDBOARD

Recycled Fibers 388 E. Alma Ave, San Jose (408) 297-1022	Will pay by the pound for clean, recyclable cardboard.
SMaRT Station 301 Carl Road, Sunnyvale (408) 752-8530	Accepts separated cardboard at no charge.
Smurfit-Stone Recycling Co. 205 E. Alma Ave, San Jose (408) 288-7553	Will pay by the by ton for clean, recyclable cardboard.

This information is not necessarily comprehensive and is subject to change. The inclusion or inadvertent exclusion of a company in no way constitutes a recommendation. Contact facilities for current information regarding recycling practices and accepted materials.

DRYWALL (clean)

Greenwaste Recovery 625 Charles Street, San Jose (408) 283-4819	Obtain a “Drywall” or “Sheetrock” material code on your receipt to receive full recycling credit for your separated load. There is a charge.
PABCO Gypsum 37851 Cherry Street, Newark (510) 792-9555	Will accept clean PABCO scrap wallboard at no charge if contractor has an account with PABCO or a PABCO supplier. Obtain a receipt at security gate with date, tonnage, and signature of attendant.
Zanker Road Landfill 675 Los Esteros Road, San Jose (408) 263-2385	Obtain a “Sheetrock” material code on your receipt to receive full recycling credit for your separated load. There is a charge.

GREENWASTE

Greenwaste Recovery 625 Charles Street, San Jose (408) 283-4819	Obtain a “Greenwaste” material code or equivalent on your receipt to receive full recycling credit for your separated load. There is a charge.
Guadalupe Landfill 15999 Guadalupe Mines Road, San Jose (408) 268-1670	Obtain a “Greenwaste” material code or equivalent on your receipt to receive full recycling credit for your separated load. There is a charge.
Newby Island Landfill 1601 Dixon Landing Road, Milpitas (408) 262-1401	Obtain a “Greenwaste” material code or equivalent on your receipt to receive full recycling credit for your separated load. There is a charge.
SMaRT Station 301 Carl Road, Sunnyvale (408) 752-8530	Obtain a “Greenwaste” material code on your receipt to receive full recycling credit for your separated load. There is a charge.
Zanker Road Landfill 675 Los Esteros Road, San Jose (408) 263-2385	Obtain a “Greenwaste” material code or equivalent on your receipt to receive full recycling credit for your separated load. There is a charge.

INERTS: CONCRETE, ASPHALT, DIRT, ROCK and BRICKS

DirtMarket (www.dirtmarket.com)	A web site for posting listings of excess inert materials.
Granite Rock 100 Graniterock Way, San Jose (408) 574-3000	Accepts mixed or separated concrete and asphalt.
Greenwaste Recovery 625 Charles Street, San Jose (408) 283-4819	Accepts mixed or separated asphalt, concrete, dirt, rock and porcelain.
Guadalupe Landfill 15999 Guadalupe Mines Road, San Jose (408) 268-1670	Accepts separated asphalt, concrete, dirt, bricks, porcelain and rock.
Newby Island Landfill 1601 Dixon Landing Road, Milpitas (408) 262-1401	Accepts mixed or separated asphalt, concrete, dirt and rock.
Reed & Graham, Inc. 690 Sunol Street, San Jose (408) 287-1400	Accepts asphalt grindings, asphalt with Petromat (contact for prior approval), broken asphalt from roads or parking lots, base rock, and broken cement sidewalks (contact for prior approval).
SRDC 11740 Berryessa Road, San Jose (408) 392-9175	Accepts mixed or separated asphalt, bricks, concrete, dirt, porcelain and rock.
Stevens Creek Quarry 12100 Stevens Canyon Rd, Cupertino (408) 253-2512	Accepts concrete, asphalt, dirt/soil, AC grindings, base rock and clean fill. There is a charge.
Zanker Road Landfill 675 Los Esteros Road, San Jose (408) 263-2385	Accepts mixed or separated asphalt, concrete, dirt, bricks and porcelain.

METAL

American Metal & Iron 10475 Brothers Rd, San Jose (408) 729-4769	Accepts aluminum, brass, bronze, copper, and stainless steel.
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This information is not necessarily comprehensive and is subject to change. The inclusion or inadvertent exclusion of a company in no way constitutes a recommendation. Contact facilities for current information regarding recycling practices and accepted materials.

American Metals & Iron 11665 Berryessa Road, San Jose (408) 452-0777	Accepts ferrous and non-ferrous metals.
ECS Refining 705 Reed Street, San Jose (408) 988-4386	Accepts ferrous metal, non-ferrous metal, batteries, fluorescent tubes, ballasts, and electronic waste.
Sims Metal 1800 Monterey Road, San Jose (408) 494-4200	Accepts ferrous metals, non-ferrous metals (aluminum, copper, brass, stainless and alloys), insulated wire and electronic waste.

WOOD (untreated / unpainted)

Guadalupe Landfill 15999 Guadalupe Mines Road, San Jose (408) 268-1670	Obtain a "Wood" material code or equivalent on your receipt to receive full recycling credit for your separated load.
Mission Trail Waste Systems 1060 Richard Ave., Santa Clara (408) 727-5365	Accepts mixed loads and separated wood.
Newby Island Landfill 1601 Dixon Landing Road, Milpitas (408) 262-1401	Obtain a "Wood" material code or equivalent on your receipt to receive full recycling credit for your separated load.
Zanker Road Landfill 675 Los Esteros Road, San Jose (408) 263-2385	Obtain a "Wood" material code or equivalent on your receipt to receive full recycling credit for your separated load.

MIXED CONSTRUCTION & DEMOLITION (C&D) DEBRIS

Mission Trail Waste Systems 1060 Richard Ave., Santa Clara (408) 727-5365	Accepts mixed construction and demolition debris and source separated loads.
Newby Island Landfill 1601 Dixon Landing Road, Milpitas (408) 262-1401	Accepts and sorts mixed construction and demolition debris. Obtain material code "CST-2" on your receipt.
San Carlos Transfer Station (BFI) 225 Shoreway Road, San Carlos (650) 592-2411	Accepts mixed construction and demolition debris and transfers to Zanker Road Landfill for sorting. Obtain material code "C&D Sort Recy" on your receipt.
Zanker Road Landfill 705 Los Esteros Road, San Jose (408) 263-2385	Accepts and sorts mixed construction and demolition debris. Obtain material code "Mixed Debris," "Debris Box C&D," or "Demolition" on your receipt.

Debris Box Companies

Recology is the City's exclusive franchised waste hauler for MIXED recycling or MIXED debris roll-off box services. Per City Code, no other roll-off box hauler may be used unless: (A) The materials are self-hauled by a State-licensed contractor, working at the site, who owns and hauls their own box or truck, and the hauling is an incidental part of total services (e.g. roofers, landscapers); or (B) The materials are sold or donated to a recycling hauler or processor, who does not require payment of any kind for the collection, transportation, transfer or processing; materials are kept source-separated on site (i.e. box of metal, box of drywall); and the hauler has *both* a City franchise and business license.

DEBRIS BOX COMPANY	PHONE NUMBER
Recology South Bay	(408) 725-4020

NOTE TO BIDDERS: HAZARDOUS MATERIAL ABATEMENT WILL BE PERFORMED AT THE SIMMS HOUSE PRIOR TO THE START OF WORK. THIS REPORT IS BEING PROVIDED FOR INFORMATION ONLY.



**WORK PLAN FOR ABATEMENT OF
ASBESTOS-CONTAINING MATERIAL (ACM)
AND
DETERIORATED LEAD-CONTAINING-PAINT STABILIZATION**

**Residential Structure
22241 McClellan Road, Cupertino, California**

**Prepared For:
Mr. Alex Acenas
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014**

**Prepared By:
Envirocom
800 Charcot Ave., Suite 114
San Jose, CA 95131**

**July 15, 2015
Project 15-013.02**

Prepared by: Mitch Hajiaghai
Cal-OSHA Certified Asbestos Consultant 97-2200
EPA-Certified Building Inspector
CDPH Certified Lead Inspector/Assessor/Monitor I-7266

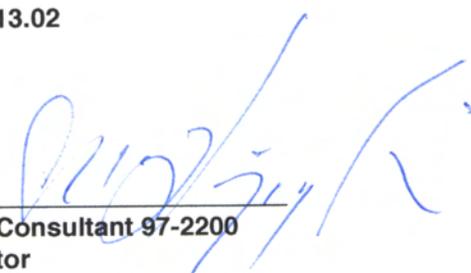


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Attachments: Figure 1 - Floor Plan
Table 1 - Test Results For Asbestos
Table 2 - Lead In Paint

1.0 BACKGROUND INFORMATION

Envirocom surveyed the property located at 22241 McClellan Road, Cupertino, California (Site) on June 18, 2015, for asbestos-containing-material (ACM) and lead content in and condition of the painted surfaces.

1.1 Description of the Surveyed Areas

The surveyed area consisted of one two-story wood frame residential structure/building on concrete footing/walls. The first floor of the building was divided into several areas including garages, and storage rooms on concrete slab. The second floor of the building was the main living area, which was divided into a laundry room, 3 bathrooms, a living room, a kitchen, and 6 bedrooms. Figure 1 shows the floor plan.

The exterior walls were covered with wood planks and concrete. The interior walls were covered with painted/textured drywall (sheetrock), wood, and plaster. The roof was covered with mineral roll, and composition shingles. The floors were covered with sheet vinyl, carpet, hard wood, concrete, and 12" X 12" vinyl floor tiles. An air heater was located in the lower level. Air ducts and air registers were covered with fiberglass.

1.2 Survey Results For Asbestos And Lead In Paint

Table I summarizes the survey results for suspect ACMs. Table II presents lead concentrations in painted surfaces, and paint conditions at the time of surveying at the Site.

**Table I
Test Results For Asbestos**

Sample ID	Material Description	Material Location	Results (Chrysotile) Or	Quantity	Friability	Classification (Cal-OSHA)
A1	Drywall, Paint & Tape	Back Garages Interior Wall, First Floor	None Detected			
A1a*	Mud	From Above Sample	2%	>2000 ft²	F	II
A2	Concrete Footing	Garage Interior Wall	None Detected			
A3	Chimney Brick	Chimney Garage	None Detected			
A4	Sheetrock, Tape & Mud	Air Heater Room 1 st Floor	None Detected			
A5	Sheetrock, Tape & Mud	Storage Room 1 st Floor	None Detected			
A6	Sheetrock, Tape & Mud	Storage Room With Chairs 1 st Floor	None Detected			
A7	Mineral Roof Roofing Material	Roof	None Detected			
A8	Roofing Shingles	Roof	None Detected			
A9	Chimney Flue	Roof	None Detected			
A10	Chimney Mortar	Roof	None Detected			
A11	Chimney Mastic	Roof	None Detected			
A12	6" Diameter Cementitious Piping	West Side of Roof	15% 4% Crocidolite	~ 100 ft	N	II
A13	Cream Sheet Vinyl	Laundry Room 2 nd Floor	None Detected			
A14	4"-Wide Cream Cove Base and Mastic	Same As Above	None Detected			
A15	Drywall, Tape & Mud	Same As Above	None Detected			
A16	White Sheet Vinyl	Bathroom Next To Laundry Room 2 nd Floor	None Detected			

Sample ID	Material Description	Material Location	Results (Chrysotile) Or	Quantity	Friability	Classification (Cal-OSHA)
A17	1'x1' VFT	Kitchen 2 nd Floor	None Detected			
A18	Drywall, Paint & Tape	Northeastern Bedroom 2 nd Floor	None Detected			
A18a*	Mud	From Above Sample	2%	>2000 ft²	F	II
A19	Cream Sheet Vinyl	Bathroom 2 nd Floor	None Detected			
A20	Plaster	Fire Place Wall Living Room 2 nd Floor	None Detected			
A21	Insulation Material	Around Floor Air Registers 2 nd Floor	None Detected			
A22	Cream Sheet Vinyl	Bathroom 2 nd Floor	None Detected			

F = Friable
N = Non Friable
* = Mud/joint compound-containing asbestos is assumed to be throughout the first and second floor interior walls.

NOTES: (1) The quantities of ACMs presented in the above table are rough estimates. Contractors shall base their bids on their own estimates of the ACM quantities. (2) Envirocom did not perform intrusive and destructive sampling by breaking walls and floors. During the course of demolition, if suspect ACM are exposed, contractor shall notify Envirocom for material testing.

**Table II
Lead In Paint**

Sample ID	Paint Description	Paint Location	Results (ppm Lead)	Paint Condition	Lead-Based Paint (ppm)	Cal-OSHA non-trigger tasks threshold (ppm)
Pb1	Gray Paint	Exterior Walls	3,370	Poor	5,000	600
Pb2	White Paint	Exterior Trims	67,900	Poor	5,000	600
Pb3	Gray Paint	Interior Walls Of Garage	<50.3	Poor	5,000	600
Pb4	White Paint	Interior Wooden Walls Of Garage	84.6	Fair	5,000	600
Pb5	Gray Paint	Interior Walls Of Air Heater Room 1 st Floor	<45.2	Good	5,000	600
Pb6	Green Paint	Concrete Floor 1st Floor	242	Good	5,000	600
Pb7	Blue Paint	Interior Walls Of Storage Room 1 st Floor	<45.5	Good	5,000	600
Pb8	White Paint	Interior Wall of Bathroom 2 nd Floor	<46.2	Good	5,000	600
Pb9	White Paint	Interior Wooden Walls 2nd Floor	3,280	Good	5,000	600
Pb10	White Paint	Interior Walls 2 nd Floor	<47.3	Good	5,000	600

END OF SECTION

2.0 SCOPE OF WORK

Scope of work consists of providing all labor, equipment, material, supervision and subcontracting for removal and disposal of all ACMs including all asbestos-containing debris, dust, over spray from the buildings at the Site.

Additionally, it includes stabilization of deteriorated/chipping painted surfaces containing any detectable lead.

The work outlined below shall be performed by a licensed asbestos abatement contractor (Contractor) following Cal-OSHA work procedures outlined in 8 CCR 1529 and 8 CCR 1532.1. The work procedures specified in the work plan shall not be construed as an abatement specification. It serves only as a guideline for the Contractor to perform removal of identified asbestos-containing-materials (ACMs), and stabilization of deteriorated painted surfaces, before demolition of structures the Site.

Scope of work includes the following tasks:

1. Create regulated areas for asbestos abatement and stabilization of deteriorated painted surfaces to prevent unauthorized access.
2. Place warning signs to designate regulated areas in compliance with 8 CCR 1529-Asbestos and 8 CCR 1532.1-Lead.
3. Clean and HEPA vacuum all objects and remove them out of the buildings at the Site.
4. Construct full negative pressure containment within the asbestos abatement and paint stabilization areas inside the buildings at the Site, and cover all critical barriers with two layer of plastic sheeting; DOP test negative air machines, before starting the asbestos abatement work. Place 2 layers of 6-mil plastic sheet on the ground extending 10 feet from paint stabilization areas outside of the structures at the Site within regulated areas.
5. Properly remove, package, label, and dispose of all identified ACMs; properly categorize, package, label, and dispose of lead wastes.
6. After completion of asbestos abatement, and paint stabilization work, properly clean inside of containments using HEPA vacuum and wipes for visual inspections.
7. Perform post abatement asbestos clearance testing prior to release of regulated areas.

2.1 Abatement Notification

The Bay Area Air Quality Management District (BAAQMD) requires a 10 days notification for abatement of friable ACM greater than 100 square feet. Table I presents the list of the materials requiring the notification.

California Department of Public Health (CDPH) requires 5 days notification for LBP stabilization work.

The abatement contractor shall notify the above agencies, before disturbing materials requiring notifications.

END OF SECTION

3.0 ACM ABATEMENT WORK PROCEDURES AND ENGINEERING CONTROL

A California licensed contractor shall perform the work outlined below and in accordance with Cal-OSHA proper work procedures as outlined in 8 CCR 1529. Regulated work area and signs posting shall be in place at the entry to each work area. The procedures shall be in place for removal of ACMs identified in Table I of this work plan.

- Removal of all ACMs shall be conducted under full negative pressure containment with viewing window. To layers of 6-mil fire-retardant plastic sheeting shall be used to secure on all entries, windows, vents, and other critical barriers. A negative pressure enclosure with a minimum pressure differential of -0.02 inches of water shall be maintained throughout the abatement work including final visual inspections.
- Ventilation of the regulated areas must be in place prior to starting the abatement work. Ventilation shall be designed to move contaminated air away from worker's breathing zone (BZ) toward HEPA filtration or collection devices.
- The contractor shall construct a three stage decontamination unit consisting of equipment room, (dirty room) connected to a shower and a clean room for employee decontamination.
- Wet method shall be used throughout the abatement procedures, and shall be maintained throughout the subsequent waste handling and disposal procedures.
- Vacuum cleaners equipped with HEPA filters shall be used to collect dust and debris containing ACM.

The contractor shall remove all wastes generated from the abatement activities as asbestos containing waste and in accordance with all applicable Local, State, and Federal regulations. Upon achieving visual clearance from the Consultant, encapsulating material shall be applied to all surfaces prior to final air clearance sampling.

3.1 Personal Protective Equipment

Personal protective equipment (PPE) shall consist of full body disposable protective suit, steel-toed boots, gloves, safety glass or goggles, hard hat (as required), and respirator. Respirators shall offer at least the protection of 1/2-face negative pressure respirators equipped with HEPA filters. Unless fiber concentrations require greater protection. The contractor is responsible for appropriate respirator selection.

3.2 Consultant Monitoring, Reporting, and Clearance Criteria

The Consultant will be the Consultant representing the owner at the Site. It will provide the abatement monitoring, work area inspection, and final visual inspection of the asbestos abatement and paint stabilization areas. Envirocom will collect air clearance samples for laboratory testing.

3.3 Consultant's Daily Oversight Duties

During the asbestos abatement and paint stabilization work, the Consultant will provide daily oversight and monitoring of the contractor's work. The Consultant's on-Site representative will be a CAC or Certified Site Surveillance Technician (CSST). The project will be supervised by a CAC and CDPH certified Lead Project Monitor.

Prior to starting the abatement work, the Consultant will verify that the abatement contractor has completed all pre-work submittals and workers possess valid training and medical certifications for the project. The Consultant will also perform regular examination of the containments, engineering controls and work practices of the abatement contractor to ensure that the containments will remain intact, and controls are effective, and the work practices are minimizing creation of visible dust. The Consultant will maintain a daily log of Site activities including sketches of the work areas and air sample locations.

3.4 Visual Clearance Criteria

As part of clearance process for all asbestos abatement and paint stabilization work, the Consultant will perform final visual inspection. The inspection will include a complete walkthrough of the work areas prior to application of sealing or bridging encapsulants. Visual clearance of the work areas are achieved when removal of all identified ACMs and debris are complete, and all deteriorated/pilling painted surfaces are stabilized.

3.5 Asbestos Air Clearance Criteria

Final clearance phase contrast microscopy (PCM) sampling shall be conducted, after the visual inspections by Envirocom. A minimum of 1,250 liters to a maximum of 3,850 liters of air shall be collected from each containment

One clearance air sample will be collected from each containment area. The results of the PCM analysis for each sample shall be below 0.01 f/cc for the clearance.

The air sample shall be analyzed in accordance with the LDEQ-required NIOSH 7400 analytical method "A" rules for asbestos and other fibers by PCM by a proficiency analytical testing/asbestos analytical registry (PAT/AAR) certified and LDEQ licensed laboratory. Collecting and analyzing samples as well as inspecting the abatement work

will be the responsibility of the Consultant. The laboratory results will be available within 24 hours, after completion of the sampling.

END OF SECTION

4.0 PAINT STABILIZATION PROCEDURES

Lead-based paint (LBP) and lead-containing paint (LCP) have been identified at the Site. Abatement of LBP and LCP is not required for demolition projects. However, to minimize worker's exposure, proper hazardous waste management, and preventing soil contamination, stabilization of deteriorated painted surfaces are required prior to demolition work.

Precautions should be taken to minimize lead dust generation and exposure and to avoid accumulation of large quantities of lead-containing wastes.

4.2 Visual Clearance Criteria

After completion of paint stabilization and removal of waste, the contractor shall clean the regulated area, and notify the Consultant for final visual inspection.

4.2 Waste Disposal

Packing, labeling, transporting, and disposing of hazardous waste shall comply with applicable Cal/EPA regulations under 22 CCR, and California Health and Safety Code. A "Waste Manifest" shall be completed for disposal of hazardous waste. The transported waste shall possess a valid EPA generator ID number. The Contractor shall notify the owner at least 24 hours prior to the time that the manifest is required to be signed by the owner.

The contractor shall be responsible for conducting an appropriate hazardous waste determination for the wastes containing lead. Profiling lead in wastes requires both California as well as Federal hazardous waste characterization. California has two regulatory threshold for wastes contaminated with lead, Total Threshold Limit Concentration (TTLC) and Soluble Threshold Limit Concentration (STLC). The regulatory limits for lead are 1000 mg/kg and 5.0 mg/L, respectively. Lead wastes consider hazardous under Federal regulations when concentration of lead is equal or exceed 5.0 mg/L using Toxicity Characteristic Leaching Procedure (TCLP) procedure. The contractor shall use a State-certified analytical laboratory for the above analytical procedures.

END OF SECTION

5.0 SUBMITTALS

5.1 Submittals Prior To The Abatement Work

Prior to starting the abatement work, the Contractor shall submit the following documentations to the Consultant:

- BAAQMD notification for asbestos work.
- Cal/OSHA notification (if required)
- CDPH notification for lead stabilization
- EPA/AHERA and CDPH training certificates for supervisor who will be designated as the on-site competent person/supervisor. All workers shall be EPA/AHERA and CDPH certified workers
- Copies of workers' annual respirator fit test
- Copies of workers' medical certificates and doctor's approval for the use of respirators as outlined in 8 CCR 1529 (h) Respiratory Protection
- Negative Exposure Assessment (NEA), if applicable
- Material Safety Data Sheet (MSDS) for any chemicals (if used)
- Emergency phone and pager listing
- IIPP and Lead Compliance Plan

5.2 Submittals After The Abatement Work

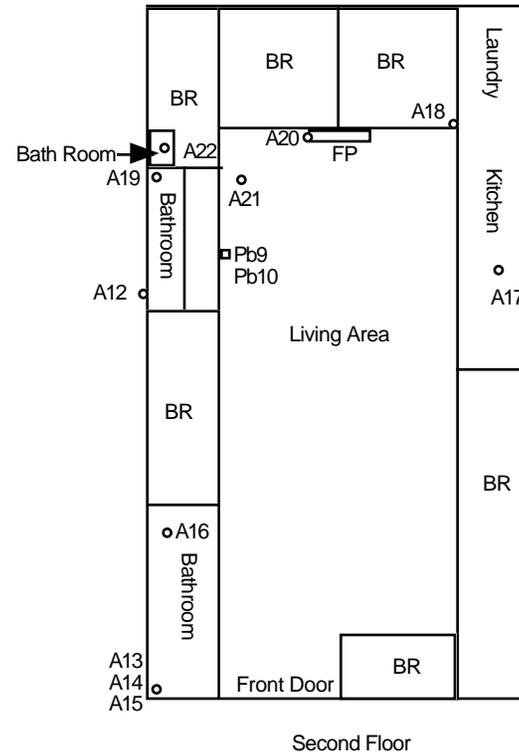
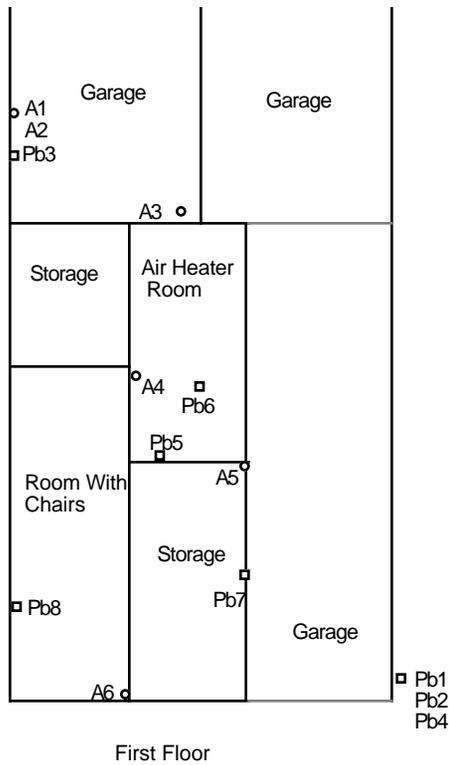
After completion of the abatement work, the Contractor shall submit the following documentations to the Consultant:

- Certificate of the abatement work completion
- Copies of completed waste manifests

END OF SECTION

LEGEND

- A1 Asbestos Bulk Sample Location and Designation
- Pb1 Paint Sample Location and Designation
- BR = Bedroom



Drawing Not To Scale



ENVIROCOM

800 Charcot Avenue • Suite 114
 San Jose • California • 95131
 Phone [408] 894-9062 • Fax [408] 894-9063

Floor Plans

**Work Plan For Abatement Of ACM And
 Deteriorated Lead-Containing-Paint Stabilization**

22241 McClellan Road • Cupertino • California

FIGURE

1

July 15, 2015
 Project 15-013.02



**August 26, 2015
Project 15-013.02**

**Mr. Alex Acenas
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014**

Subject: Addendum to Work Plan for Abatement of Asbestos-containing Material (ACM) And Deteriorated Lead-containing-paint Stabilization, 22241 McClellan Road, Cupertino, California

Dear Mr. Acenas:

On August 24, 2015, Envirocom collected sample A1 and A18 at the subject location (Site) for laboratory testing. The samples were submitted to EMLab P&K of San Bruno, California to be tested for asbestos using 1000 point count method. The samples were collected from wall units at the garage, and a bedroom at the Site. The sample identifications and locations were identical to those collected at the Site on June 18, 2015. Results for the June 2015, survey was presented in June 23, 2015, report.

Originally, the joint compound (mud) in sample A1 and A18 contained 2% asbestos. Composite test results for the identical samples using 1000 point count showed <0.1% asbestos for drywall and joint compound. The laboratory test results are enclosed with this letter.

Therefore, the building at the Site could be demolished using a DOSH-registered contractor implementing Class II OSHA work practices including wet method. The contractor shall notify Bay Area Air Quality Management District (BAAQMD). Please note that deteriorated painted surfaces have to be stabilized, before the demolition work. Additionally, asbestos-containing piping identified as sample A12 in June 2015, survey needs to be properly removed and disposed, before the building demolition.

Please feel welcome to call me if you have questions.

**Sincerely,
Envirocom**

**Mitch Hajiaghai, CPESC, QSD
OSHA-Certified Asbestos Consultant 97-2200EPA-Certified Building Inspector
CDPH Certified Lead Inspector / Assessor I-7266**

800 Charcot Ave., Suite 114
San Jose, CA 95131
Phone (408) 894-9062
Fax (408) 894-9063



Report for:

Mr. Mitch Hajiaghai
Envirocom
800 Charcot Avenue
Suite 114
San Jose, CA 95131

Regarding: Project: 15-013.02; Residential
EML ID: 1413786

Approved by:

Approved Signatory
Dr. Kamashwaran Ramanathan

Dates of Analysis:
Asbestos-EPA 1000 point count: 08-26-2015

Service SOPs: Asbestos-EPA 1000 point count (EPA Methods 600/R-93/116 & 600/M4-82-020, SOP EM-AS-S-1262)

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the items tested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Envirocom
 C/O: Mr. Mitch Hajiaghai
 Re: 15-013.02; Residential

Date of Sampling: 08-24-2015
 Date of Receipt: 08-25-2015
 Date of Report: 08-26-2015

ASBESTOS POINT COUNT REPORT: EPA METHOD 600/R-93-116

Location:	A1 Sheetrock/Tape/Mud and Paint-garages interior wall		
Total Points Counted:	1000		
Lab ID-Version‡:	6511483-1		
Sample Layers	Asbestos Type	Asbestos Points Counted	Asbestos Concentration (%)
Blue Paint	-	-	ND
Layer Totals:	-	-	-
Tape	-	-	ND
Layer Totals:	-	-	-
White Drywall /Joint Compound	Chrysotile	0	< 0.1
Layer Totals:		0	NA

Comments:

Location:	A18 Sheetrock/Tape/Mud and Paint-bedroom		
Total Points Counted:	1000		
Lab ID-Version‡:	6511484-1		
Sample Layers	Asbestos Type	Asbestos Points Counted	Asbestos Concentration (%)
Tape	-	-	ND
Layer Totals:	-	-	-
White Compound with Paint	Chrysotile	0	< 0.1
Layer Totals:		0	NA
White Drywall /Joint Compound	Chrysotile	0	< 0.1
Layer Totals:		0	NA

Comments:

The analytical sensitivity is 1 asbestos point. The limit of detection is 1 asbestos point divided by the total number of asbestos points counted and multiplied by 100.

The results relate only to the items tested. Interpretation is left to the company and/or persons who conducted the field work. The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government.

All samples were received in acceptable condition unless otherwise noted. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".



**August 26, 2015
Project 15-013.02**

**Mr. Alex Acenas
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014**

Subject: Addendum to Work Plan for Abatement of Asbestos-containing Material (ACM) And Deteriorated Lead-containing-paint Stabilization, 22241 McClellan Road, Cupertino, California

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Report for:

Mr. Mitch Hajiaghai
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Regarding: Project: 15-013.02; Residential
EML ID: 1413786

Approved by:

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Dr. Kamashwaran Ramanathan

Dates of Analysis:
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 C/O: Mr. Mitch Hajiaghai
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Layer Totals:	-	-	-
Tape	-	-	ND
Layer Totals:	-	-	-
White Drywall /Joint Compound	Chrysotile	0	< 0.1
Layer Totals:		0	NA

Comments:

Location:	A18 Sheetrock/Tape/Mud and Paint-bedroom		
Total Points Counted:	1000		
Lab ID-Version‡:	6511484-1		
Sample Layers	Asbestos Type	Asbestos Points Counted	Asbestos Concentration (%)
Tape	-	-	ND
Layer Totals:	-	-	-
White Compound with Paint	Chrysotile	0	< 0.1
Layer Totals:		0	NA
White Drywall /Joint Compound	Chrysotile	0	< 0.1
Layer Totals:		0	NA

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‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

FOR INFORMATION ONLY

APPENDIX I.

MITIGATION MONITORING AND REPORTING PLAN

The following Mitigation, Monitoring and Reporting Plan (MMRP), was prepared for this project pursuant to CEQA Guidelines. According to the Guidelines:

"In order to ensure that the mitigation measures and project revisions identified in the Initial Study/Mitigated Negative Declaration are implemented, the Lead Agency, the City of Cupertino (City) shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." (§15097(a))

"The Lead Agency may choose whether its program will monitor mitigation, report on mitigation, or both. "Reporting" generally consists of a written compliance review that is presented to the decision making body or authorized staff person. A report may be required at various stages during project implementation or upon completion of the mitigation measure. "Monitoring" is generally an ongoing or periodic process of project oversight. There is often no clear distinction between monitoring and reporting and the program best suited to ensuring compliance in any given instance will usually involve elements of both." (§15097 (c))

The MMRP lists the Impacts, Mitigation Measures, and Timing of the Mitigation Measure (when the measure will be implemented) related to the Stevens Creek Corridor project. The responsibility for ensuring that the mitigation measure has been implemented would be the responsibility of the City of Cupertino. All of the mitigation measures listed in the MMRP would be implemented by the City or by its appointees.

According to CEQA Guidelines Section 15126.4 (a) (2), "Mitigation measures must be fully enforceable through permit conditions, agreements, or other legally-binding instruments." Therefore, all mitigation measures listed in this MMRP would be adopted by the City when the project is approved.

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
BIOLOGY				
<p>Impact: The removal of structures and the removal or trimming of shrubs or trees could impact nesting birds, if present.</p>	<p>Mitigation Measure BIO-1: Vegetation, tree, bridge, and building removal activities within the project area shall be scheduled to take place outside of the nesting season (February 1 to August 31) to avoid impacts to nesting birds. In order to avoid impacts to existing raptor nests during the non nesting season, a preconstruction survey of all trees that could support raptor nests shall be completed. Every attempt shall be made to protect trees and nests that contain raptor nests.</p> <p>However, if construction is unavoidable during the nesting season, a qualified biologist shall conduct a survey for nesting raptors and other birds within five days prior to the start of construction activities. If active nests are not present, construction activities can take place as scheduled. If more than 5 days elapse between the initial nest search and the beginning of construction activities, another nest survey shall be conducted. If any active nests are detected, a qualified biologist shall determine the appropriate buffer to be established around the nest. CDFG generally accepts a 50-foot radius buffer around passerine and non-passerine land bird nests, and up to a 250-foot radius for raptors, however the biologist shall have flexibility to reduce or expand the buffer depending on the specific circumstances.</p>	<p>Implementation: Qualified biologists</p> <p>Timing: During the construction phase of the project</p>	<p>Monitoring: Project manager to schedule removal and/or trimming outside of nesting season. If not feasible, project manager shall ensure that removal/trimming is completed within five days of the completion of nest surveys. If nests are found, project manager and implementation biologist would ensure that buffer is maintained until chicks have fledged. Biologist would provide a memo report on the results of the nest survey to project manager.</p>	<p>Initials _____</p> <p>Date _____</p>
<p>Impact: Construction activities such as, but not limited to, grading or the noise generated from a</p>	<p>Mitigation Measure BIO-2: The following avoidance measures shall be implemented as necessary and as determined by a qualified bat biologist (defined as a biologist holding a CDFG collection permit and a Memorandum of Understanding with CDFG allowing</p>	<p>Implementation: Qualified bat biologist.</p> <p>Timing: Prior to construction</p>	<p>Monitoring: Project manager to schedule construction activities near maternity roost tree outside of maternity</p>	<p>Initials _____</p> <p>Date _____</p>

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
<p>chainsaw or other loud noises could result in the abandonment of the big brown bat maternity colony roost and therefore impact the on-site big brown bat population.</p>	<p>the biologist to handle and collect bats):</p> <p>a. Temporal avoidance. To avoid disturbance to an active maternity colony, construction activities adjacent to the roost tree shall commence after young are volant (flying) (i.e., after July 31) and end before maternity colonies form (i.e., prior to March 1). CDFG considers the maternity season to occur from March 1 to August 31. Thus the project construction can be scheduled from September 1 through March 1 to avoid potential construction disturbance to the maternity roost.</p> <p>b. Construction buffer zones. Depending upon the type of potential disturbance to the big brown bat maternity colony roost, a qualified bat biologist shall determine the extent of construction-free zones around the sycamore tree #278 identified as the active maternity colony/day roost. Although impacts to the roost are greater during the maternity season, a buffer zone for the non-breeding season day roost shall also be established by a bat biologist. This buffer would be placed to prevent the loss of roots and branches. California Department of Fish and Game would need to be notified of any active nurseries within the construction zone.</p> <p>c. Preconstruction surveys. Because the big brown bats could move their primary day roost to an on-site building or tree (and other species of bats occurring on the project site could form a new roost), a predemolition survey for roosting bats shall also be conducted prior to any construction or large tree removal. The survey shall be conducted by a qualified bat biologist.</p> <p>d. Exclude bats prior to construction disturbance of, or loss of, roosts. If any roosting area with a nursery as determined by the preconstruction survey is</p>		<p>season. If not feasible, project manager shall ensure that measures a-d listed in BIO-2 are followed. Bat biologist completing work would submit a letter to CDFG and project manager of monitoring activities and results.</p>	

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
	<p>planned (and required) to be removed, a qualified bat biologist shall exclude bats outside of the maternity season (i.e., prior to March 1 or after July 31 when young are volant or flying) with the use of one-way doors. Tree cutting or construction shall then follow no less than three days after because all bats may not exit each night. If a nonbreeding bat hibernaculum is found in a building or tree that needs removal, the individual bats shall be safely evicted also through the use of one-way doors as described above.</p>			
<p>Impact: If present within creek or adjacent upland habitat, CRLF, WPT, and woodrat nests could be crushed by project activities or by vehicle or human access.</p>	<p>Mitigation Measure BIO-3: The following avoidance measures for WPT, CRLF, and Dusky-footed woodrat shall be implemented:</p> <p>a. Preconstruction Survey. In the two days prior to the start of project activities, a qualified biologist shall perform one daytime survey for CRLF. The entire work area, including any burrows, rocks and woodpiles that may be disturbed by construction activities, shall be inspected for CRLF. If CRLF is detected, work shall be delayed and the USFWS shall be contacted on how to proceed (since it is a Federally Threatened species). If during this survey WPT or woodrats are also detected, the CDFG shall be contacted on how to proceed (since they are State Species of Special Concern).</p> <p>b. Employee Education Program. An employee education program shall be conducted prior to the initiation of project activities. The program shall consist of a brief presentation by persons knowledgeable in federally listed and state special status species biology and legislative protection to explain concerns to contractors and their employees. The program would include the following: a description of CRLF, WPT, and woodrats and their habitat needs; an explanation of the status of CRLF,</p>	<p>Implementation: Qualified biologists, project supervisor and all crew members.</p> <p>Timing: Prior to construction and during construction as specified.</p>	<p>Monitoring: (a) Survey biologists to submit a letter report of survey results to project manager. (b) Project crew to sign a sheet for receipt of CRLF, WPT, and woodrat training. Sign-in sheet held by project supervisor. (c) Biological monitor to report daily to project supervisor. (d) Project supervisor to enforce speed limit and parked vehicle check.</p> <p>WPT = Western Pond Turtle CRLF = California Red-Legged Frog</p>	<p>Initials _____</p> <p>Date _____</p>

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
	<p>WPT, and woodrats and their protection under state and federal laws; and a list of measures being taken to reduce impacts to CRLF, WPT, and woodrats during project activities. Crews shall be instructed that if a CRLF is found, it is to be left alone and the project foreman and the USFWS must be notified immediately. Likewise, if a WPT or woodrat nest is found, it is to be left alone and the project foreman and CDFG must be notified immediately.</p> <p>c. Daily Monitoring. During the construction phase of the project, a qualified biologist or a trained, on-site monitor shall check the site in the morning every day before construction activities begin for the presence of CRLF, WPT, woodrat or other wildlife present within the work area. If CRLF, WPT, or woodrat is found, construction would be halted and the monitor would immediately notify the appropriate regulatory agency. Subsequent recommendations made by the USFWS or CDFG shall be followed. The monitor would not handle or try to relocate any special-status species. (An alternative strategy for action in the event a CRLF, WPT, or woodrat nest is found would be to create a Handling/Salvage Plan to be agreed upon by USFWS and CDFG. This Plan would potentially avoid any long delays associated with finding a CRLF, WPT, or woodrat and would need to include procedures such as how and where to move individuals.)</p> <p>d. Speed Limit. Vehicles shall not drive more than 5 miles per hour within the project area. If any WPT, CRLF, or woodrats are seen in the path of a vehicle, the vehicle shall stop until the animal is out of the path. Parked vehicles shall be thoroughly checked underneath before they are moved to ensure that no WPT, CRLF or woodrats are on the ground below the vehicle.</p>			

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
<p>Impact: Potential take of steelhead due to realignment, dewatering and relocation activities.</p> <p style="text-align: center; font-size: 2em;">N/A</p>	<p>Mitigation Measure BIO-4: The following Best Management Practices (BMPs) from the Santa Clara Valley Water District (District) 2005 BMP Handbook and Stream Maintenance Program would be used during project implementation to avoid impacts to steelhead due to dewatering or sediment filled runoff entering the creek because of trail construction, bank layback and/or, erosion stabilization structure removal (see Appendix A for full text of BMPs). These measures may be modified depending on the outcome of the NOAA Biological Opinion.</p> <p>2005 BMP Handbook N/A</p> <ul style="list-style-type: none"> WQ-12 Dewater/ Bypass Water at Non-tidal Sites WQ-16 Avoid Erosion When Restoring Flows WQ-18 Erosion and Sediment Control Measures WQ-3 Pump/Generator Set Operations and Maintenance WQ-5 Soil Stockpiles WQ-10 Concrete Use Near Waterways WQ-15 Groundwater Management BI-7 Minimize Stream Access Impacts BI-2 Salvage Native Aquatic Vertebrates from Dewatered Channels BI-3 Conduct In-Channel Work During the Dry Season BI-8 Remove Temporary Fills as Appropriate WQ-6 Stabilized Construction Entrance EM-10 Vehicle and Equipment Fueling 	<p>Implementation: Project manager and qualified fisheries biologist</p> <p>Timing: Prior to project approval</p>	<p>Monitoring: Qualified fisheries biologist to submit a letter report of survey results to project manager, Corps and U.S. Fish and Wildlife Service. Any additional monitoring requirements called out in the Corps permit would also be followed.</p>	<p>Initials _____</p> <p>Date _____</p>

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
N/A	<p>HM-11 Vehicle and Equipment Maintenance</p> <p>BMPs are also included to minimize impacts from installing the two new bridges, which would require the use of concrete. Migrating steelhead would also be protected through implementing BMPs and Limited Operating Periods (LOPs). Newly created stream banks would be planted and mulched according to the Restoration Plan to minimize the effects of bank erosion during the first rains after the completion of construction.</p> <p style="text-align: center;">N/A</p>			
<p>Impact: The expanded visitor use and new dog use within the project area has the potential to impact sensitive wildlife and habitat through off-trail use, improper disposal of dog waste, and increased sedimentation in the creek. Native animals could leave nests or otherwise flee from dogs intruding into the habitat areas.</p>	<p>Mitigation Measure BIO-5: To protect sensitive wildlife and habitat from impacts due to visitor and dog use throughout the project area, the following minimization and/or avoidance measures would be implemented:</p> <p>a. Post signs. The City shall post signs intermittently along the trail to inform the public to stay on the trail, clean up dog waste, and leash law requirements.</p> <p>b. Patrols and Citations. The City Parks Service Officers shall complete patrols of the project area to enforce the leash law provisions, issue citations for violations and educate the public on the presence of special status species within the project area.</p> <p>c. Volunteer Patrols and Education. Volunteers shall provide frequent patrols of the project area (as much as once per day) to educate dog owners about the leash law provisions, inform visitors that use outside of Blackberry Farm is confined solely to the trail, and educate visitors about the presence and natural history of special status species found within the project area. The City would be responsible for volunteer training and coordination.</p>	<p>Implementation: City of Cupertino</p> <p>Timing: Immediately following project construction</p>	<p>Monitoring: The Recreation Supervisor for Blackberry Farm shall coordinate the posting of signs, ensure patrols completed by both City Parks Service Officers and volunteers, provide direction to maintenance crews for clean up of dog waste, and coordinate with SCVWD biologists to assess impacts associated with visitor and dog use within the project area and any adaptive management that needs to be completed.</p>	<p>Initials _____</p> <p>Date _____</p>

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
	<p>d. Creek Use. Recreational use of the creek, such as wading, would be confined to one area in Blackberry Farm outside of the steelhead migratory and spawning season (October 15 to June 15 of any given year) to minimize creek disturbance. Likewise, students participating in guided educational programs through the environmental education center at McClellan Ranch would be limited to creek access in only one location.</p> <p>e. Park Cleanup. Park maintenance crews, or other City employees as designated by the Recreation Supervisor for Blackberry Farm, would clean up accumulated dog waste found within the project area. City Parks Service Officers and volunteer patrols would monitor accumulation rates and provide direction on the frequency and need for cleanup activities.</p> <p>f. Screen Trail. In order to provide wildlife refuge and cover, approximately 1 acre of upland and riparian understory planting would be provided. This would compensate for indirect effects associated with increased human and dog use within the corridor.</p> <p>g. Adaptive Management. If it is determined at any time that mitigation measures listed above are not sufficiently minimizing impacts to the native flora and fauna and restored habitats, the City shall discontinue permitting dogs within the project area. Likewise, if habitat disturbance or decreased steelhead survivorship is determined to be a direct impact from visitor misuse, appropriate measures shall be implemented, such as closing or fencing off portions of the trail, to avoid further impacts.</p>			
<p>Impact: The proposed trail may</p>	<p>Mitigation Measure BIO-6: Calculations for Recommended Tree Protection Zones would be</p>	<p>Implementation: City of Cupertino</p>	<p>Monitoring: City of Cupertino</p>	

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
<p>affect the root zones of native and/or heritage trees if it is placed within the dripline.</p>	<p>prepared by a Arborist certified by the International Society of Arboriculture or American Society of Consulting Arborists prior to preparation of construction documents. These calculations would be made using the Conceptual Trail Plan. Based on these calculations, the trail would be rerouted and realigned to be outside of the dripline of any native trees.</p>	<p>Timing: During trail design</p>		<p>Initials _____ Date _____</p>
<p>Impact: Tree trimming or removal could violate City of Cupertino and CDFG policies regarding protected trees.</p> <p>N/A</p>	<p>Mitigation Measure BIO-7: The following measures would be implemented to ensure that no significant impacts would occur as a result of tree removal activities:</p> <p style="text-align: center;">N/A</p> <p>a. To satisfy the requirements of CDFG, all coast live oak trees removed from the project area would be replaced at a 3:1 ratio (3 trees planted for each tree removed). These trees are to be replaced in oak woodland habitat found throughout the project area. Oak trees would be replaced using direct-seeded acorns collected from the Stevens Creek Watershed from as close to the project site as possible.</p> <p>b. In the event that construction activities require the removal of specimen or heritage trees not included in Appendix H, an additional tree removal permit would have to be obtained from the City of Cupertino. All requirements for removal as stated in the tree removal permit would be followed.</p> <p>c. All planting activities shall be consistent with the Restoration Plan and with Guidelines and Standards for Land Use near Streams (SCVWRPC 2005), including guidelines regarding landscaping near natural vegetation such as "Use of Locally Native Species" and "Use of Ornamental or Non-native Landscaping".</p>	<p>Implementation: Project manager would apply for and obtain permits; contractor would remove trees.</p> <p>Timing: Appropriate permits would be obtained for tree removal prior to project approval. Trees would be replaced at required ratios post construction activities.</p>	<p>Monitoring: Project manager to supervise tree removal contractor. Project manager shall keep permits on file for five years, the restoration monitoring period.</p>	<p>Initials _____ Date _____</p>

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
CULTURAL RESOURCES				
<p>Impact: The project could affect as yet unknown prehistoric or historic cultural materials (including Native American skeletal remains).</p>	<p>Mitigation Measure CUL-1: Prior to the initiation of construction or ground-disturbing activities, the City of Cupertino Project Manager shall conduct a tailgate meeting to inform all construction personnel of the potential for exposing subsurface cultural resources and to recognize possible buried cultural resources. Personnel shall be informed of the procedures that would be followed upon the discovery or suspected discovery of archaeological materials, including Native American remains and their treatment.</p>	<p>Implementation: City – Public Works Dept.</p> <p>Timing: During a pre-construction field meeting with contractors</p>	<p>Monitoring: City – Public Works Dept.</p>	<p>Initials _____</p> <p>Date _____</p>
<p>Impact: The project could affect as yet unknown prehistoric or historic cultural materials (including Native American skeletal remains).</p>	<p>Mitigation Measure CUL-2: Upon discovery of possible buried prehistoric and historic cultural materials (including potential Native American skeletal remains)¹, work within 25-feet of the find shall be halted and the City of Cupertino’s Project Manager shall be notified.</p> <p>The Project Manager shall retain a qualified archaeologist to review and evaluate the find. Construction work shall not begin again until the archaeological or cultural resources consultant has been allowed to examine the cultural materials, assess their significance, and offer proposals for any additional exploratory measures deemed necessary for the further evaluation of, and/or mitigation of adverse impacts to, any potential historical resources or unique archaeological resources that have been exposed.</p> <p>If the discovery is determined to be a unique archaeological or historical resource, and if avoidance</p>	<p>Implementation: City – Public Works Dept.</p> <p>Timing: During construction</p>	<p>Monitoring: City – Public Works Dept.</p>	<p>Initials _____</p> <p>Date _____</p>

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
	<p>of the resource is not possible, the archaeologist shall inform the Project Manager of the necessary plans for treatment of the find(s) and mitigation of impacts. The treatment plan shall be designed to result in the extraction of sufficient non-redundant archaeological data to address important regional research considerations. The Project Manager shall insure that the treatment program is completed. The work shall be performed by the archaeologist, and shall result in a detailed technical report that shall be filed with the California Historical Resources Information System, Northwest Information Center, CSU Rohnert Park. Construction in the immediate vicinity of the find shall not recommence until treatment has been completed.</p> <p>If human remains are discovered, they shall be handled in accordance with State law including immediate notification of the County Medical Examiner/Coroner.</p>			
<p>Impact: The project could affect as yet unknown prehistoric or historic cultural materials (including Native American skeletal remains).</p>	<p>Mitigation Measure CUL-3: All excavation contracts for the project shall contain provisions for stop-work in the vicinity of a find in the event of exposure of significant archaeological resources during subsurface construction.</p> <p>In addition, the contract documents shall recognize the need to implement any mitigation conditions required by the permitting agency. In general, the appropriate construction conditions should be included within the General Conditions section of any contract that has the potential for ground disturbing operations.</p>	<p>Implementation: City – Public Works Dept.</p> <p>Timing: Include in Plans and Specifications document</p>	<p>Monitoring: City – Public Works Dept.</p>	<p>Initials _____</p> <p>Date _____</p>
<p>Impact: The project could affect cultural</p>	<p>Mitigation Measure CUL-4: Archaeological monitoring on a full-time basis shall be undertaken</p>	<p>Implementation: City – Public Works Dept.</p>	<p>Monitoring: City – Public Works Dept.</p>	

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
<p>materials related to CA-SCI-715.</p> <p style="text-align: center; font-size: 2em;">N/A</p>	<p>during subsurface construction within a 100-foot buffer zone of the recorded boundary of CA-SCI-715.</p> <p>Actions that potentially require monitoring include habitat restoration, trail construction, and pedestrian/bicycle bridge construction. Archaeological monitoring on an intermittent basis to allow for spot checking of subsurface construction shall be undertaken for areas outside of the recorded boundary of CA-SCI-715 and the 100-foot buffer zone. Monitoring in these areas shall be at the discretion of the Professional Archaeologist retained to provide archaeological monitoring services.</p>	<p>Timing: During any subsurface construction activities within CA-SCI-715</p>		<p>Initials _____</p> <p>Date _____</p>
<p>Impact: The project could affect cultural materials related to CA-SCI-715.</p>	<p style="text-align: center; font-size: 2em;">N/A</p> <p>Mitigation Measure CUL-5: Archaeological monitoring on a part time basis to allow for spot-checking of subsurface construction shall be undertaken for areas outside of the recorded boundary of CA-SCI-715 and the 100-foot buffer zone. Monitoring in these areas shall be at the discretion of the Professional Archaeologist retained to provide archaeological monitoring services.</p>	<p>Implementation: City – Public Works Dept.</p> <p>Timing: During development of construction documents</p>	<p>Monitoring: City – Public Works Dept.</p>	<p>Initials _____</p> <p>Date _____</p>
<p>Impact: The project could affect cultural materials related to CA-SCI-715.</p>	<p>Mitigation Measure CUL-6: Construction methods and procedures to minimize subsurface disturbance shall be implemented where feasible and practical. These may include: (1) planting by seed, and hand excavation for planting in the habitat restoration areas within 100 feet of the recorded boundary of CA-SCI-715; raising the grade of the proposed trail (capping) by engineered fill within 100-feet of the recorded boundary of CA-SCI-715. Fill shall be no less than 12-inches deep. Rubber tired or tracked equipment shall be used to minimize surface disturbance.</p>	<p>Implementation: City – Public Works Dept.</p> <p>Timing: During development of construction documents</p>	<p>Monitoring: City – Public Works Dept.</p>	<p>Initials _____</p> <p>Date _____</p>

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
HAZARDOUS WASTE				
<p>Impact: Soils with hazardous levels of pesticide residue could be unearthed in the project vicinity</p>	<p>Mitigation Measure HAZ-1: Perform soil testing for pesticide residue where major soil disturbance would occur (such as the areas of creek realignment). If pesticides are detected, follow the appropriate contaminated material and handling protocol prior to and during any soil disturbance.</p>	<p>Implementation: City of Cupertino – Public Works Department</p> <p>Timing: During construction design</p>	<p>Monitoring: City of Cupertino – Public Works Department</p>	<p>Initials _____</p> <p>Date _____</p>
HYDROLOGY				
<p>Impact: Park and Trail users could be subjected to health risks from heavy flow events.</p>	<p>Mitigation Measure HYD-01: In the event of significant flood events, the City would close the trail corridor and would post signage at the Stevens Creek Boulevard and McClellan Ranch Road entrances alerting trail users of this closure.</p>	<p>Implementation: City of Cupertino – Public Works Department</p> <p>Timing: As needed, during significant flood events over 1500 cfs.</p>	<p>Monitoring: City of Cupertino – Public Works Department</p>	<p>Initials _____</p> <p>Date _____</p>
LAND USE				
<p>Impact: Since it is not known at this time the exact design of the proposed Environmental Education Center, any design submitted to the City may not be consistent with the McClellan Ranch Master Plan.</p>	<p>Mitigation Measure LU-1: The proposed Environmental Education Center at McClellan Ranch Nature Preserve shall be designed to fit in with the existing buildings and to be consistent with the McClellan Ranch Master Plan Mission Statement.</p>	<p>Implementation: City of Cupertino – Public Works Department</p> <p>Timing: Prior to construction</p>	<p>Monitoring: City of Cupertino – Public Works Department</p>	<p>Initials _____</p> <p>Date _____</p>

Impact	Mitigation Measure	Implementation Responsibility & Timing	Monitoring Responsibility	Verified Implementation
PUBLIC SERVICES				
<p>Impact: Lack of maintenance of the trails results in the degradation of the facilities and could result in safety, security, and liability issues.</p>	<p>Mitigation Measure Pub-01: The City of Cupertino Parks and Recreation Department shall ensure that adequate funds exist in the parks maintenance budget for park and trail maintenance prior to project completion.</p> <p style="text-align: center;">N/A</p>	<p>Implementation: City of Cupertino Parks and Recreation Department</p> <p>Timing: Prior to trail implementation</p>	<p>Monitoring: City of Cupertino</p>	<p>Initials _____</p> <p>Date _____</p>