



**CITY OF SAUSALITO
SAUSALITO, CALIFORNIA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
DUNPHY PARK IMPROVEMENT PHASE 2**

August 2025



**PUBLIC WORKS DEPARTMENT
420 Litho Street
Sausalito, California 94965
(415) 289 – 4106**

**Kevin McGowan, PE
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

Bid Opening: September 23, 2025

Contract Performance Time: 120 Calendar Days
Liquidated Damages: \$1,500 per Calendar Day

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00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Sausalito (“City”) invites and will receive sealed Bids up to but not later than **2 p.m. on September 23, 2025** at the office of the City Hall, located at 420 Litho Street, Sausalito, CA 94965, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **DUNPHY PARK IMPROVEMENT PHASE 2 CONSTRUCTION PROJECT** (the “Project”). At said time, Bids will be publicly opened and read aloud at 420 Litho Street, Sausalito, CA 94965. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The Sausalito Dunphy Park Phase 2 project involves construction along the southern portion of Dunphy Park and the adjacent shoreline, including areas identified as designated environmentally sensitive site and remainders of a former landfill. Phase 1 of the park was completed in 2017, and the park has since been in operation. Phase 2 will complete the remainder of the original master plan, including shoreline stabilization to reduce erosion, support ecological function, and create a living shoreline; site grading; installation of accessible pedestrian paths; landscaping with native and adaptive vegetation; irrigation; placement of benches and picnic tables; and utility coordination.

Bids must be submitted on the City’s Bid Forms. Bidders may obtain a copy of the Contract Documents from the City of Sausalito website: <https://www.sausalito.gov/departments/public-works/bid-notices>. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on the City of Sausalito website: <https://www.sausalito.gov/departments/public-works/bid-notices>. It is the responsibility of each prospective bidder to check said website on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on City of Sausalito’s website may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by City of Sausalito’s website.

Each Bid shall be accompanied by cash, a certified or cashier’s check, or Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Sausalito as bid security. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A nonmandatory Pre-Bid Conference is scheduled for 2 p.m. on Tuesday, September 9, 2025, to review the Project’s existing conditions at the following location: Sausalito City Hall, 420 Litho St., Sausalito, CA 94965. Representatives of the City and consulting engineers, if any, will be present.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract

Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Marin County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the City's the City's Department of Public Works and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: (A) General Engineering Contractor.

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

The California Air Resources Board (“CARB”) implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations (“Regulation”) which went into effect on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder’s and all listed subcontractors’ most recent, valid Certificate of Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid including the selected bid alternates. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact the Project Manager Sara Khorshidifard, at skhorshidifard@sausalito.gov, or 628-288-9914.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

ARTICLE 1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from the City of Sausalito website: <https://www.sausalito.gov/departments/public-works/bid-notice> in the Notice Inviting Bids. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

Any Addenda will be posted on the City of Sausalito website:

<https://www.sausalito.gov/departments/public-works/bid-notice>.

Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidder becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the

City.

ARTICLE 4. PRE-BID CONFERENCE

A non-mandatory Pre-Bid Conference is scheduled for 2 p.m. on Tuesday, September 9, 2025 to review the Project's existing conditions at the following location: Sausalito City Hall, 420 Litho St., Sausalito, CA 94965. Representatives of the City and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and questions and responses will be posted in the same location where the solicitation documents are posted so that all potential bidders can find them.

ARTICLE 5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Engineering Division to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

ARTICLE 6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

ARTICLE 7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED.** Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

ARTICLE 8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

ARTICLE 9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

ARTICLE 10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

ARTICLE 11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Sausalito; or (c) a Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Sausalito as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

ARTICLE 12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq.*, the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

I am 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 I will

comply with such provisions before commencing the performance of the work of this contract.

The form of such Workers' Compensation Certificate is included as part of this document.

ARTICLE 17. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

ARTICLE 18. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

ARTICLE 19. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the City before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name)
for the DUNPHY PARK IMPROVEMENT PHASE 2

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

ARTICLE 20. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

ARTICLE 21. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the City.

ARTICLE 22. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

ARTICLE 23. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

ARTICLE 24. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

ARTICLE 25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

ARTICLE 26. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

ARTICLE 27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

ARTICLE 28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

ARTICLE 29. PERMIT AND INSPECTION FEE ALLOWANCE

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically

intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.

ARTICLE 30. FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with the City’s City’s Public Works Director. In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the City’s Public Works Director, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The Public Works Director will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

ARTICLE 31. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price including the City’s selected choices for bid alternatives.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City’s internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

ARTICLE 32. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether

the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

ARTICLE 33. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

ARTICLE 34. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to project manager Sara Khorshidifard at 628-288-9914 or email at skhorshidifard@sausalito.gov. No other members of the City's staff or governing body should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the City. The City may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the City of Sausalito, 2175 Cherry Avenue, Sausalito, CA 90755, until **2 p.m. on September 23, 2025.**

NAME OF BIDDER: _____

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

DUNPHY PARK IMPROVEMENT PHASE 2

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. _____

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Fleet Compliance Certification form.
6. Attached is the completed Public Works Contractor Registration Certification form.
7. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
8. Attached is the completed Bidder Information and Experience form.

A. BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEAN UP	LS	1		
2.	DIVERSION OF RECYCLABLE WASTE MATERIALS	LS	1		
3.	TEMPORARY TRAFFIC CONTROL	LS	1		
4.	STORM WATER MANAGEMENT AND EROSION CONTROL	LS	1		
SITE PREPARATION					
5.	CLEARING AND GRUBBING	SF	41,732		
6.	HAND REMOVAL OF INVASIVE SPECIES	SF	3,083		
7.	CONTAMINATED SOIL REMOVAL	SF	10,344		
8.	PATHS REMOVAL	SF	15,000		
9.	SCARIFY SOILS	SF	30,443		
10.	SCRAPE, MOVE, STORE EARTHWORK ON SITE	CY	1,471		
11.	PREP SUB GRADE, SCARIFY, COMPACT	SF	44,748		
12.	IMPORT TOPSOIL	LS	1		
13.	IMPORT RIP RAP INCLUDE FIBER NETTING	SF	3,016		
14.	IMPORT RIP RAP TOE INCLUDE FIBER NETTING	LF	560		
SITE UTILITIES					
15.	STORM INVERT ADJUST HEIGHT	EA	1		
16.	STORM INVERT RELOCATE PER CITY DIRECTION	EA	1		

PAVING/FLATWORK					
17.	GRANITECRETE PATH	SF	3,290		
18.	REMOVE AND REINSTALL BLOCKS AT TERRACE	LF	120		
SITE STRUCTURES/FURNISHINGS					
19.	PICNIC TABLES W/ BENCH	EA	2		
20.	BENCH, 16'X24"X16"	EA	5		
21.	TRASH RECYCLE RECEPTACLES	EA	2		
22.	BOULDERS: (4) 24"X30"X36"; (5) 18"X24"X30"; & (5) 12"X18"X24"	EA	14		
23.	SHORELINE PROTECTION FENCE, 36", WIRE MESH	LF	520		
24.	CONSTRUCTION FENCE	LF	720		
25.	DOUBLE GATE, 20'	EA	2		
COMPLETE IRRIGATION SYSTEM					
26.	POC MASTER VALVE	EA	1		
27.	BFP	EA	1		
28.	CONTROLLER, WEATHER SENSOR, REPROGRAM	EA	1		
29.	CONNECT TO MAIN LINE	EA	3		
30.	MAIN LINE, 2"	LF	540		
31.	LATERALS	LF	700		
32.	SLEEVES	LF	110		
33.	WIRING	LS	1		
34.	REMOTE CONTROL VALVE	LS	15		
35.	ISOLATION VALVE	LS	6		
36.	QUICK COUPLER	LS	5		
37.	TEMPORARY PLANT IRRIGATION	SF	16,736		
38.	INLINE DRIP IRRIGATION	SF	28,012		
39.	TREE IRRIGATION	EA	22		

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES
FOR BASE BID

\$ _____
Total Bid Price in Numbers

\$ _____
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

B. BID SCHEDULE FOR BID ALTERNATIVE 1: LANDSCAPE PLANTING AND SOIL PREPARATION FOR TREES

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	IMPORTED & AMENDED PLANTING SOIL	CY	811		
2.	SHORELINE SOIL	CY	620		
3.	TREES, 36" BOX	EA	9		
4.	TREES, 24" BOX	EA	7		
5.	TREES, 15 GALLON	EA	6		
6.	90 DAY TREES PLANTING MAINTENANCE	LS	1		

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES
FOR BID ALTERNATIVE 1

\$ _____
Total Bid Price in Numbers

\$ _____
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

C. BID SCHEDULE FOR BID ALTERNATIVE 2: LANDSCAPE PLANTING AND SOIL PREPARATION FOR SMALL PLANTS

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	SHRUBS	EA	350		
2.	SMALL SHRUBS & PERENNIALS	EA	200		
3.	GROUND COVER	EA	440		
4.	GRASSES	EA	430		
5.	VINES	EA	6		
6.	FINE GRADE MULCH	SF	44,748		

<p>TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR BID ALTERNATIVE 2</p> <p>\$ _____ Total Bid Price in Numbers</p> <p>\$ _____ Total Bid Price in Written Form</p> <p>In case of discrepancy between the written price and the numerical price, the written price shall prevail.</p>
--

D. BID SCHEDULE FOR BID ALTERNATIVE 3: LANDSCAPE PLANTING AND SOIL PREPARATION FOR LIVING SHORELINE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	LIVING SHORELINE	LS	1		

<p>TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR BID ALTERNATIVE 3</p> <p>\$ _____ Total Bid Price in Numbers</p> <p>\$ _____ Total Bid Price in Written Form</p> <p>In case of discrepancy between the written price and the numerical price, the written price shall prevail.</p>
--

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

E. TOTAL BID PRICE:

<p>TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR DUNPHY PARK IMPROVEMENT PHASE 2</p>	
\$	_____
Total Bid Price in Numbers	
\$	_____
Total Bid Price in Written Form	
<p>In case of discrepancy between the written price and the numerical price, the written price shall prevail.</p>	

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City's sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 ■ Add □ Deduct		
ALTERNATE #2 ■ Add □ Deduct		
ALTERNATE #3 ■ Add □ Deduct		
ALTERNATE #4 □ Add □ Deduct		
ALTERNATE #5 □ Add □ Deduct		
ALTERNATE #6 □ Add □ Deduct		

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Marin County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to City of Sausalito as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the City of Sausalito.

Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as

defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the City, the City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at _____, on this ____ day of _____, _____.

(Bidders Name – Print or Type)

(Name and Title)

(Corporate Seal)

(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Sausalito, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for Dunphy Park Improvement Phase II.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

 Title(s)

 Title or Type of Document

- Partner(s) Limited
- General

 Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

 Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number Telephone Number

Email Address

4.0 How many years has Bidder’s organization been in business as a Contractor?

5.0 How many years has Bidder’s organization been in business under its present name? _____

5.1 Under what other or former names has Bidder’s organization operated? _____

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

15.0 Name of Bonding Company and Name and Address of Agent:

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ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Changes Occuring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder_____

Signature_____

Name_____

Title_____

Date_____

1.5 Non-Collusion Declaration

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

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

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

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

Name of Bidder _____

Signature _____

Name _____

Title _____

1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Fleet Compliance Certification

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

1.8 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.9 Contractor's Certificate Regarding Workers' Compensation.

I am 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 I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Sausalito, sometimes hereinafter called "City," and _____, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Section (e), below, for the following Project:

DUNPHY PARK IMPROVEMENT PHASE 2

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 120 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders

Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction “Greenbook”, latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City’s Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF SAUSALITO

[INSERT CONTRACTOR NAME]

Approved By:

Chris Zapata
City Manager

Signature

Name

Date

Title

Attested By:

Date

City Clerk

Approved As To Form:

City Attorney

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Sausalito, (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

The Surety, for value received, hereby stipulates and agrees that it does hereby waive to the furthest extent permitted by law any rights and defenses that otherwise are or may become available to Surety against City by reason of Sections 2819 and 2845, inclusive, of the Civil Code of the State of California.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Sausalito (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, 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 or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any

fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Number of Pages

- Attorney-In-Fact
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- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

00 72 13 – GENERAL CONDITIONS

ARTICLE 1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
- B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C. Additional Work -- New or unforeseen work will be classified as “Additional Work” when the City’s Representative determines that it is not covered by the Contract.
- D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- F. Bidder -- The individual or entity who submits a Bid directly to the City.
- G. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- H. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
- I. City -- The City of Sausalito.
- J. City’s Representative -- The individual or entity as identified in the Special Conditions to act as the City’s Representative.
- K. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- L. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. “Contract” may be used interchangeably with “Agreement” in the

Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

- M. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- N. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- O. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
- P. Contractor -- The individual or entity with which the City has contracted for performance of the Work.
- Q. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the City.
- R. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.
- S. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- T. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- U. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.
- V. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- W. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- X. Engineer, whenever not qualified, shall mean the Public Works Director of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the

execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the City, shall be binding and final upon both parties.

Y. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the City.

Z. Green Book -- The current edition of the Standard Specifications for Public Works Construction.

AA. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

BB. Holiday – The Holidays occur on:

New Year's Day - January 1
President's Day – Third Monday in February
Memorial Day - Last Monday in May
Juneteenth – June 19
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
Day After Christmas – December 26
New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

CC. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

DD. Notice of Completion -- The form which may be executed by the City and recorded by the county where the Project is located constituting final acceptance of the Project.

EE. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

FF. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

- GG. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- HH. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- II. 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.
- JJ. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- KK. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- LL. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.
- MM. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- NN. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.
- OO. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- PP. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- QQ. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
- RR. Warranty -- A written guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.
- SS. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce

such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

- A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
1. Change Orders
 2. Addenda
 3. Special Conditions
 4. Technical Specifications
 5. Plans (Contract Drawings)
 6. Contract
 7. General Conditions
 8. Instructions to Bidders
 9. Notice Inviting Bids
 10. Contractor's Bid Forms
 11. Standard Specifications for Public Works Construction (Sections 1-9 Excluded)
 12. Applicable Local Agency Standards and Specifications
 13. Standard Drawings
 14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over Standard Drawings
 5. Contract Drawings govern over Shop Drawings
- C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.
- D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the City, Contractor, City's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for

handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

- A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 6. MOBILIZATION

- A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is

provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

- B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
1. Obtaining and paying for all bonds, insurance, and permits.
 2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.
 3. Installing temporary construction power, wiring, and lighting facilities, as applicable.
 4. Establishing fire protection system, as applicable.
 5. Developing and installing a construction water supply, if applicable.
 6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.
 7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 9. Arranging for and erection of Contractor's work and storage yard.
 10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
 11. Full-time presence of Contractor's superintendent at the job site as required herein.
 12. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

- A. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

- B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the City shall assume the responsibility for their timely removal, relocation, or protection.
- E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at www.digalert.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

ARTICLE 8. SOILS INVESTIGATIONS

- A. Reports and Drawings. The Special Conditions identify:
 - 1. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and
 - 2. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the “technical data” and shall be solely responsible for any such

interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against the City, City’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

ARTICLE 9. CONTRACTOR’S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 10. WORKERS

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

ARTICLE 11. INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of City and are not entitled to benefits of any kind normally provided employees of City, including but not limited to, state unemployment compensation or workers’ compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

ARTICLE 12. SUBCONTRACTS

- A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor’s portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

- B. The City reserves the right to accept all subcontractors. The City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 14. REQUESTS FOR SUBSTITUTION

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.
- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process,

or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

- E. Substantiating data as described above shall include, at a minimum, the following information:
 - 1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
 - 2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
 - 3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
 - 4. Information detailing the durability and lifecycle costs of the proposed substitution.
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.
- G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.
- H. The Contractor shall bear the costs of all City work associated with the review of substitution requests.
- I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 15. SHOP DRAWINGS

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 16. SUBMITTALS

- A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 17. MATERIALS

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.
- E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

- F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to do so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

ARTICLE 18. PERMITS AND LICENSES

- A. City will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.
- B. The Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by City to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications.

ARTICLE 19. TRENCHES

- A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.
- B. **Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall

promptly, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. 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

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

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

ARTICLE 20. TRAFFIC CONTROL

- A. Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. The Permit and Inspection Allowance included within the Bid Form includes the cost of required traffic control permit(s) and construction inspection by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.
- B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.

- C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 23. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

ARTICLE 24. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

ARTICLE 26. TESTS AND INSPECTIONS

- A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- F. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes

to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS

- A. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").
- B. Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.
- C. Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

- A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City.
- E. City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
- F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the City-observed holidays, unless otherwise approved by the City:
 - 1. Powered Vehicles
 - 2. Construction Equipment
 - 3. Loading and Unloading Vehicles
 - 4. Domestic Power Tools

ARTICLE 32. PAYROLL RECORDS; LABOR COMPLIANCE

- A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.
- H. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 33. PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City’s Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- B. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 34. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

ARTICLE 35. EMPLOYMENT OF APPRENTICES

- A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
- B. 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.
- C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- D. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 36. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract.

Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 37. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 38. LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the City prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the City Standards. Contractor shall adhere to the City's lock out tag out program.

ARTICLE 39. INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish City with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

- A. **Additional Insureds; Waiver of Subrogation.** The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- B. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.
- C. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to

provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

- D. Commercial General Liability Insurance.** Contractor shall provide “occurrence” form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor’s operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor’s indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
 2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
 3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
 4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
 5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. **Automobile Liability Insurance.** Contractor shall provide “occurrence” form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. **Builder’s Risk [“All Risk”]**

1. It is the Contractor’s responsibility to maintain or cause to be maintained Builder’s Risk [“All Risk”] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by City.
3. Policy shall be provided for replacement value on an “all risk” basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimit.
4. In addition, the policy shall meet the following requirements:
 - a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - b. Coverage shall include all materials stored on site and in transit.
 - c. Coverage shall include Contractor’s tools and equipment.

d. Insurance shall include boiler, machinery and material hoist coverage.

G. **Contractor's Pollution Liability Coverage.** Contractor shall provide pollution liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

H. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.

C. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of

Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- E. City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- F. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event

or occurrence delays the completion of the Project beyond the Contract completion date.

- D. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

- A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.
- B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- D. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- E. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 43. PROGRESS ESTIMATES AND PAYMENT

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed,

less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

- B. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 2. Defective work not remedied.
 3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
 4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
 5. Damage to another contractor or a third party.
 6. Amounts which may be due the City for claims against Contractor.
 7. Failure of Contractor to keep the record ("as-built") drawings up to date.
 8. Failure to provide update on construction schedule as required herein.
 9. Site cleanup.
 10. Failure to comply with Contract Documents.
 11. Liquidated damages.
 12. Legally permitted penalties.
- C. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens

and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.

- E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

ARTICLE 44. SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

ARTICLE 45. CHANGES AND EXTRA WORK.

A. Contract Change Orders.

1. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the City any of the Contractor's documents related to the Project immediately upon request of the City, as set forth in Article 52.
7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. Contract Price Change.

1. Process for Determining Adjustments in Contract Price.

- a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.
- b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
- e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the City's estimate. If the change is issued based on the City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

2. Unit Price Change Orders.

- a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.

- b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
 - c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
 - d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
 - e. The City or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:
 - i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and
 - ii. there is no corresponding adjustment with respect to any other item of Work; and
 - iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..
3. Lump Sum Change Orders. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:
- a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the City. The City will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).
 - b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus

employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

- c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.
- d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the City if the Contractor is provided the City funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit

prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

- e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.
- f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit
- g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.
- h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.

- i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.
 - j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.
 - k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
 - l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.
4. Time and Materials Change Orders.
- a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.
 - b. Timely and Final Documentation.
 - i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the City's Representative's approval signature

each Day shall result in a waiver of Contractor's right to claim these costs. The City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of City's agreement to Contractor's entitlement to the cost.

- ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.
- iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of City approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
- c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in 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 and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.
 - i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.

- ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
 - i. Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by Contractor.
 - ii. 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 the City's Representative.
 - iii. 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 Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
 - iv. If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.
 - v. The City reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on City furnished materials.
- e. Equipment.
 - i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work 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 Additional Work, even though located at the site of the Additional Work.
 - (a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

- (i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 - (ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.
- ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. 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 (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.
- iii. Contractor-Owned Equipment.
 - (a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.
 - (b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.
- iv. All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.
- v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

- vi. Unless otherwise specified, manufacturer's rating 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.
- f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.
 - i. Invoices for Special Services. When the City's Representative and Contractor 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 Additional Work. 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, after validation of market values by the City's Representative.
 - ii. Discount and Allowance. 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 Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
 - iii. When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
 - i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
 - ii. Office Expenses. Expenses of Contractor's principal and branch offices;
 - iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
 - iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any

of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

- v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
 - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
 - vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
 - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
 - ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
 - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as City may reasonably request.
 - ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's

Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

- v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.
6. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.
8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.
10. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued

by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

C. Change of Contract Times.

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless City's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
5. Use of Float and Critical Path.
 - a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.
 - b. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.
6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.
 - a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable

to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

- b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, pandemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of City and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.
 - c. Utility-Related Delays.
 - i. Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
 - ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.
7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:
- a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
 - b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.
8. No Damages for Reasonable Delay.

- a. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
 - b. Damages caused by unreasonable City delay that impact the critical path, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.
 - c. City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

ARTICLE 46. FINAL ACCEPTANCE AND PAYMENT

- A. The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the City has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the City under the terms of the Contract.
- B. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the City has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this work

and for every act of negligence of the City and for all other claims relating to or arising out of this work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.

- C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the contract price.
- D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the Work by the City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.
- E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 47. OCCUPANCY

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 48. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses,

however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 49. PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq.

and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

- B. Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- C. Supporting Documentation.** The Contractor shall submit all claims in the following format:
1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
 3. Chronology of events and correspondence
 4. Analysis of claim merit
 5. Analysis of claim cost
 6. Time impact analysis in CPM format
 7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall

provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

- D. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.
1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- E. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title

3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

- J. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 50. CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Cause by the City:

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety;

and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

B. Termination for Convenience by the City:

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.
3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice.
 - b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

- e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
 - f. Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."
4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
5. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:
- a. All actual reimbursable costs incurred according to the provisions of this Contract.
 - b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
 - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
- C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.
- D. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

ARTICLE 51. WARRANTY AND GUARANTEE OF WORK

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.
- C. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.
- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
- E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

- F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- H. Acceptance of Defective Work.
1. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
 2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.
 3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
 4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.
- I. City May Correct Defective Work.
1. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
 2. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's

Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.
 4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
 5. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
 6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.
 7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.
- J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 52. DOCUMENT RETENTION & EXAMINATION

- A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
- C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 53. SEPARATE CONTRACTS

- A. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage

of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 54. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 55. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 56. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 57. INTEGRATION

- A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 58. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 59. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

ARTICLE 60. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 61. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 62. CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 63. JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Marin County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 64. LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 65. PATENTS

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 66. OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 68. SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in

accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

END OF GENERAL CONDITIONS

00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

- A. For purposes of this Project, the Engineer of Record or Engineer shall be: Kevin McGowan, Email: kmcgowan@sausalito.gov.

1.2 Location of the Project.

- A. The Project is located: 1601 Bridgeway, Sausalito, CA 94965.
- B. The general location of the Project is shown on the map on the cover page of this document.

1.3 Shared Cost Savings for Reductions in Contract Price; Value Engineering. Should the cost of construction be less than the agreed upon Contract Price, then the savings shall be shared between the Contractor and the City. The Contractor shall receive twenty-five percent (25%) of any reductions realized in the Contract Price, and the City shall receive the remaining seventy-five percent (75%) of the savings.

1.4 Status of the Project Area and Rights-of-Way.

- A. City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Union Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B. City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
- C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
- D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide City's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by City.
- E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

1.5 Site Data.

[NOT USED.]

1.6 Pre-Purchased or Pre-Negotiated Material.

[NOT USED.]

1.7 Designation of City's Representative.

A. Unless otherwise modified by City, City's Representative shall be its DPW Director and Engineer Kevin McGowan.

1.8 Modification of Hours of Work.

[NOT USED.]

1.9 Project Retention

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

1.10 Reverse Liquidated Damages Due to Unreasonable City Delay.

A. In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of **\$1,500** per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

1.11 Liquidated Damages Due to Contractor Delay.

A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to **\$1,500** per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's

surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

1.12 Utility Outages – Notices to Residents.

- A. Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by City at least seven (7) Days prior to the scheduled outage.
- B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.13 Schedule Constraints.

- A. Contractor should carefully coordinate all construction work including the shoreline restoration and landscaping with the site limitations and natural tidal activities. Contractors, including all subcontractors brought in for the project, are expected to be experienced, knowledgeable, and capable of managing work in this sensitive shoreline environment and environmentally sensitive sites.
- B. City has considered these Schedule Constraints when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Constraints.

1.14 Noise Restrictions

- A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.
- B. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.
- C. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

1.15 Safety Programs.

- A. In addition to all other safety requirements of the Contract Documents, contractor must comply with OSHA safety and health management guidelines at all times during the completion of the Work. Contractor is required to protect all workers' health and safety, follow OSHA requirements, and maintain methane gas monitoring equipment on-site

at all times, including during excavation. Breathing zones should be checked for methane and volatile organic compounds (VOCs) throughout excavation activities.

- B. City has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.

1.16 Coordination with Other Contractors.

- A. Some ground disturbance activities will be monitored by an archeologist/anthropologist and native American representative on the site.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 DESCRIPTION

A. The Contractor shall provide construction staking and survey to determine the MHHW (Mean Higher High Water) line and marked Limits of Work.

B. The Contractor must comply with all applicable permits and regulations, including, but not limited to, the BCDC permit and OSHA health and safety protocols.

C. Contractors, including all subcontractors brought in for the project, are expected to be experienced, knowledgeable, and capable of managing work in this sensitive shoreline environment and environmentally sensitive sites.

D. Portions of the site may contain closed landfill materials or other environmental sensitivities. Ground disturbances in some areas may be monitored by archaeologists/anthropologists and tribal representatives. The Contractor shall maintain a detailed discovery log including of any waste material or objects throughout the project construction, documenting all discoveries, removal, testing, transport, and disposal, including receipts, invoices, manifests, and other supporting records. Any such work must be approved in writing by the City Engineer.

E. The Contractor shall prepare a Health and Safety Plan addressing air monitoring for VOCs and methane, as well as hazards related to burn ash. Refer to the Protocol for Burn Dump Site Investigation and Characterization (June 30, 2003) for additional guidance. https://dtsc.ca.gov/wp-content/uploads/sites/31/2024/06/SM_POL_Burn-Dump-Protocol_accessible.pdf.

F. The Contractor shall submit full reports including related to all the works mentioned above and the report shall at minimum include:

- As-built drawings confirming implementation of the issues above per design;
- Documentation of waste and other materials discovery and management
- Daily field reports; and
- Photographs of the work.

G. Construction shall maintain public access to waterfront areas through a phased approaches.

H. The contractor must demonstrate experience in coastal, tidally influenced environments, including erosion control and vegetated shoreline construction.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

- A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

City and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the City Representative of any discrepancies.

- B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the City Representative to determine final quantities of Work in place. The City Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the City Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of City's Representative. Unless waived by City's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of City's Representative.

- C. Surveying

1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

- (a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.
- (b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
- (c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.

(d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.

- D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

3.2 SCHEDULE

- A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

- A. Utility Services. Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.

- B. Sanitation. The Contractor shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors.

3.4 PROTECTION OF WORK AND PROPERTY

- A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the City with reasonable notice of the need for such repair or replacement, it shall be performed by the City. If the Contractor fails to provide the City with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the City, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the City at no expense to the Contractor, provided the City is notified at least 48 hours before the property line monuments are damaged.
- B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
 - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the Project site over a route designated by the Engineer.
 - 4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 - 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 - 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are

disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
 8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 9. At the completion of work each day, leave the Project site in a clean, safe condition.
 10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

3.5 SITE CONDITIONS SURVEYS

A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.
2. Photographs as described herein of pre-construction and post-construction conditions.
3. Video recordings as described herein of pre-construction and post-construction conditions.

4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.
2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.
3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 megapixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
2. For pipeline construction, soil compaction testing will be done at 100-foot intervals at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill; at the top of the trench backfill, which could be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

- A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to City in accordance with Contract Documents.
- B. Technical Manuals.
 - 1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.
 - 2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):
 - (a) Category 1 - Equipment Summary:
 - (1) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.
 - (b) Category 2 - Operational Procedures:
 - (1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:
 - a. Installation
 - b. Adjustment
 - c. Startup
 - d. Location of controls, special tools, equipment required, or related instrumentation needed for operation
 - e. Operation procedures
 - f. Load changes
 - g. Calibration
 - h. Shutdown
 - i. Troubleshooting
 - j. Disassembly
 - k. Reassembly
 - l. Realignment
 - m. Testing to determine performance efficiency

- n. Tabulation of proper settings for all pressure relief valves, low and high pressure switches, and other protection devices
- o. List of all electrical relay settings including alarm and contact settings

(c) Category 3 - Preventive Maintenance Procedures:

- (1) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.
- (2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

(d) Category 4 - Parts List:

- (1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.
- (2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.

(e) Category 5 - Wiring Diagrams:

- (1) Diagrams: Part 5 shall include complete internal and connection wiring diagrams for electrical equipment items.

(f) Category 6 - Shop Drawings:

- (1) Drawings: This part shall include approved shop or fabrication drawings, complete with dimensions.

(g) Category 7 - Safety:

- (1) Procedures: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.

(h) Category 8 - Documentation:

- (1) All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.

- 3. The Contractor shall furnish to City six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

- C. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

- D. Record Drawings
 - 1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
 - 2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.
 - 3. Record drawings shall be accessible to City's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
 - 4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

3.7 MATERIALS

- A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform City's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.
2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by City.
3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.
- B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.
- C. Construction Water.
1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
 2. All connections to the City's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the City. The City-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Engineer. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.
 3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the City's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.
- D. Operation of Existing Water Facilities
1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.
 2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.
 3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.
- E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.
2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.
2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets,

will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.

2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

1. Contractor must comply with all applicable environmental laws, Project conditions, and constraints, including, but not limited to:

BCDC Bay Conservation and Development Commission Permit

OSHA Occupational Safety and Health Administration

2. City has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.
2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.
3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location

and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The

Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site.
2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Fugitive Dust

1. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with the most recent version of any rules implemented by the Air Quality Management District (AQMD) with jurisdiction over the Project in order to reduce the amount of particulate matter entrained in the ambient air as a result of the Project. All equipment shall be AQMD compliant and permitted, as needed.
2. City has considered these other requirements when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.

2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.
4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
 - (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related documents with City's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the City Representative for review not less than fifteen (15) Days prior to the start of on-site construction work. City will file the Notice of Intent and pay the filing fee.
 - (b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:
 - (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
 - (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge

requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.

- (3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
 - (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.
 - (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
 - (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
 - (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
 - (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
 - (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
- (c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by City.
 - (d) City retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other Permit related document, or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site, and hire

additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

- (e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify City as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of City. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
- 5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
 - 6. Oil storage tanks management.
 - (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
 - (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
 - (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
 - (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112
 - 7. Underground tank prohibition. The Contractor shall not use underground storage tanks.

8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."
9. Other Permits.
 - (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
 - (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
 - (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
10. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

END OF GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

SECTION 31 10 00
SITE PREPARATION & PLANT PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes requirements for clearing and grubbing, demolition, removal, salvage, relocation reconstruction, or other disposal and/or reconstruction of existing facilities which interfere with the construction, including removal of items below ground.
- B. Preserve and protect all improvements to remain, including existing trees, shrubs, utilities, pavements, structures and improvements on adjoining properties during removal work, site preparation work and construction.
- C. Provide tree and shrub pruning and removal in accordance with these Specifications if required by the Contract Documents.
- D. Layout and review of utility and irrigation trenches that occur in the Tree Protection Root Zone.
- E. Related requirements specified elsewhere include:
 - 1. Section 32 84 00, IRRIGATION
 - 2. Section 32 90 00 , PLANTING

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.
- B. Pre-installation Conference:
 - 1. Conduct conference at the project site. Contractor shall review and identify with the Owner's Representative the limits of Work and extent of plant materials and other improvements to be protected. Notify Owner's Representative of discrepancies between existing conditions and Drawings before proceeding with Work.
 - 2. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
 - a. Tree-service firm's personnel, and equipment needed
 - b. Arborist's responsibilities.
 - c. Quality-control program.

- d. Coordination of Work and equipment movement with the locations of protection zones.
 - e. Trenching by hand or with air spade within protection zones.
- C. At the Owner's discretion, an Arborist may represent the Owner to review the work of the Contractor in regards to plant protection. Arborist Qualifications: ISA Certified Arborist licensed to work in the State of California.
- D. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work

1.3 PROJECT CONDITIONS

- A. Coordination: Coordinate this work with the work of other Sections to avoid delay and interference with other work.
- B. Nuisances: Keep dirt, dust, noise and other objectionable nuisance to a minimum. Use temporary enclosures, coverings and sprinkling, and combinations thereof, as necessary to limit dust to lowest practicable level, except do not use water to the extent that it causes flooding or contaminated run-off.
- C. Traffic: Conduct work to ensure minimum interference with vehicular and pedestrian traffic, and to permit unencumbered access to site and adjacent properties.
1. Do not close or obstruct streets, sidewalks, alleys or other public passageways without permission from authorities having jurisdiction.
 2. If required by governing authorities, provide alternate routes around closed and obstructed traffic ways.
- D. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.
 2. Moving or parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- E. Do not direct vehicle or equipment exhaust toward protection zones.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

1.4 DEFINITIONS

- A. Diameter breast height (DBH): diameter of a trunk as measured at a height 54 inches above the ground line.

- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and as identified on the drawings or otherwise by a certified arborist.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.
- E. Structural Root Zone: A circular area with the tree trunk at the center and a radius equal to 3 times the diameter of the tree trunk measured at breast height (4.5 feet above ground line). This zone, where most of the structural roots exist, is based upon tree failure research conducted by E.T. Smiley at the Bartlett Tree Research Laboratory. Any structural (buttress) root, which has been severed or is rotten within this zone, can no longer provide adequate support to the tree and must be considered missing.
- F. Dripline: The area of the ground directly beneath the vertical projection (shadow) of the trees foliage canopy.

1.5 SUBMITTALS

- A. Product Data: For each type of product.
- B. Soil Analysis Report:
 1. Provide soil analysis report for any top soil to be removed and stockpiled for reuse as planting soil. Soils analysis report to be performed by a certified soil analysis laboratory, and include horticultural suitability analysis and recommendations for amending the soil. Subsoil will not be approved as planting soil.
 2. Provide soil analysis for any shoreline soils to be removed from the intertidal zone.
- C. Samples: For each type of the following:
 1. Organic Mulch: 1-quart of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
 2. Planting Soil: 1-quart of soil; in sealed plastic bags; for soils to be used within the protection zones.
 3. Shoreline Soil: 1-quart of soil; in sealed plastic bags; for soils to be used in the intertidal zone.
- D. Shop Drawings:
 1. Include plans and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones. Indicate extent of trenching by hand or with air spade within protection zones.
 2. Protection-Zone Signage
- E. Qualification Data: For arborist and tree service firm.

- F. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- G. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- H. Survey of Existing Conditions: Provide to Owner a Survey of Existing Conditions. Record existing conditions, including underground utilities, etc. on As Built Drawings by use of field measurements and preconstruction photographs. Make permanent record of measurements, materials, and construction details required to make exact reproduction.
- I. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - 2. Location on site plan. Include unique identifier for each.
 - 3. Reason for pruning.
 - 4. Description of pruning to be performed.
 - 5. Description of maintenance following pruning.
- J. Record Drawings: Indicate points of disconnection and capping, abandonment and removal of existing utility services; include utility names, sizes and locations, relationship to permanent structures located on site and on adjacent property, and certificates of severance of utility services from respective utility companies or owners.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Backfill Soil: Approved planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
- B. Shoreline Soil: Shoreline soil to be appropriate for intertidal plant growth, such as relocated dredge material or approved equal. Soil should be greater than 75% fines in order to provide the substrate necessary to support the anticipated project vegetation. Soil to be tested for organic matter and if necessary, amended with compost from intertidal biosolids or with direct nutrient addition. Contractor to receive final soil and amendment approval from geotechnical or soil marine engineer and present approval to landscape architect.
- C. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - 1. Type: Wood and bark chips
 - 2. Size Range: ½'-2"
 - 3. Color: Natural Brown.

- D. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
 - 1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch- diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- OD line posts, and 2-7/8-inch- OD corner and pull posts; with 1-5/8-inch- OD top and bottom rails; with tie wires, hog ring ties, and other accessories for a complete fence system.
 - a. Height: 72 inches
 - 2. Gates: Swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones.
- E. Shoreline Protection Fencing: Galv. welded wire mesh; fastlock woven wire, 13/48/2, 12½ ga by Kencove farm fence supplies, or equal.; affixed with metal staple to 3" dia wood stake, rough cut, 4' o.c. wood stake to be driven into soil, 12" max depth, no excavation required.
- F. Protection-Zone Temporary Construction Safety Barrier
 - 1. 4 foot high recyclable HDPE or Polypropylene orange mesh construction barrier with minimum 130 pounds breaking strength. Attached to 5.5' steel fence T-posts staked firmly in the ground. Spacing of posts to be determined based on the conditions, assume 6' spacing and 18 inches embedded in the ground.
- G. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering and as follows:
 - 1. Text: "Tree Protection Zone. No Heavy Equipment."
 - 2. Lettering: 3-inch- high minimum, black characters on white background.
- H. Tree Branch & Trunk Protection: for branches trunks exposed to, or at risk of exposure to impact by construction equipment.
 - 1. 2x lumber
 - 2. 1/2"-wide steel straps
- I. Natural Fiber Blankets: refer to section 32 90 00 Planting

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas in which work is to be performed. Report in writing to the Owner's Representative all prevailing conditions that will adversely affect the existing plant materials to remain. Do not proceed with work until a solution acceptable to the Owner's Representative has been arrived at
- B. Survey of Existing Conditions: Record existing conditions, including underground utilities, etc. by use of measured drawings and preconstruction photographs.
- C. Starting work constitutes acceptance of the existing conditions and the Contractor shall then, at his expense, be responsible for correcting all unsatisfactory and defective work encountered.

- D. Install and maintain temporary fencing or safety barrier and other required protective devices and exclude construction activities from tree/shrub zones except as supervised by the Arborist / Owner's Representative.
- E. If access to tree/shrub zones cannot be avoided an intact four-inch layer of mulch with minimum 1.25- inch thick, metal strap linked plywood shielding shall be maintained in the tree/shrub zone where heavy equipment will be operated.
- F. Locate and clearly flag trees and vegetation to remain or to be relocated, as diagrammed and noted in the Construction Documents.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain an/or relocated. Tie a 1-inch blue vinyl tape around each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
 1. Apply 4-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.
- D. Install and maintain temporary fencing and other required protective devices and exclude construction activities from tree/shrub zones except as supervised by the Arborist / Owner's Representative.
- E. If tree/plant protection zones cannot be protected with fencing, a four-inch layer of mulch with minimum 1.25-inch thick, metal strap linked plywood shielding shall be maintained in the tree/shrub zone where heavy equipment will be operated.

3.3 PROTECTION ZONES

- A. Protect trees and shrubs against cutting, breaking, skinning and bruising of bark; permit no traffic or stockpiling within drip line.
- B. Do not change earth surface within drip line of trees and shrubs except as approved in writing by the Owner.
- C. Do not park vehicles or store materials, supplies and construction equipment within Tree Protection Zone.
- D. Verify details of protection-zone fencing before retaining last option in "Protection-Zone Fencing" Paragraph below.
- E. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected

areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect. Post may be steel driven type, or self-supporting type.
3. Access Gates: Install where required; adjust to operate smoothly, easily, and quietly; free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

- F. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 20 feet on protection-zone fencing, with signs each facing a different direction.
- G. Where tree branches & trunks are exposed to, or at risk of exposure to impact by construction equipment, secure 2x lumber radially around tree branches and/or trunk to prevent damage. Secure lumber with steel strapping.
- H. Maintain protection zones free of weeds and trash.
- I. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 CLEARING

- A. Field Verification: Before removing non-designated trees, shrubs, stumps, bushes, vines, rubbish, undergrowth and deadwood as shown on the Drawings and as specified, obtain verification from Owner's Representative.
- B. Remove non-designated trees, shrubs, stumps, bushes, vines, rubbish, undergrowth and deadwood as well as fences and incidental structures that interfere with the construction as shown on the Drawings and as specified. Obtain verification from Owner's Representative prior to removal.

3.5 GRUBBING

- A. Remove all stumps and roots in their entirety, brush, organic materials and debris to bare earth except where otherwise required. Tree trunks shall be removed minimum depth of 2 1/2 feet below existing grade or finish grade, whichever is deeper.

- B. Stump grinding is an acceptable method of removal of roots and stumps of trees and shrubs; however, the chip-contaminated soil shall be replaced with approved clean planting soil in planting areas and with approved clean fill soil in all other areas.
- C. Backfill and compact voids excavated and open pits and holes resulting from removal operations. Comply with Earthwork Specification for backfill materials, compaction and installation methods. Unless required otherwise, in planting areas backfill holes with clean approved planting soil compacted to 90% relative compaction to a minus 12 inches below finish grade and 85% relative compaction for the top 12 inches, except as required elsewhere to a greater degree by Civil or Structural Engineer. In non-planting areas backfill holes with approved fill soil compacted to 95% relative compaction.
- D. When indicated, such materials as topsoil and leaf mold, or other organic materials above the ground surface suitable for use as mulch or topsoil, shall be salvaged and stockpiled.
- E. Remove grasses and weeds. Apply systemic weed killer and confirm weed kill prior to removal.
- F. Remove existing pavement within proposed planting areas in its entirety, including baserock.
- G. Remove existing pavement within proposed pavement areas to a depth sufficient to allow for the construction of the proposed pavement to the grades shown. Existing base material may be left in place and re-compacted as required where not conflicting with the new pavement section.

3.6 UTILITIES

- A. Contact local utility companies 48 hours minimum prior to start of demolition work. Confirm verbal notices and written notices. Verify locations of all utilities entering site and their locations on site.
- B. Cooperate with the Owner's utility companies, adjacent property owners, and other building trades in maintaining, protecting, re-routing or extending utilities passing through work areas which serve structures located on project site and on adjacent properties.
- C. Verify that utilities that are to be removed, capped or abandoned are turned off, or are disconnected, or are re-routed to new locations before starting demolition.

3.7 DEMOLITION/REMOVAL

- A. General:
 - 1. Remove materials in an orderly and careful manner. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover and protect openings to remain.

2. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 3. Repair or replace all removal work performed in excess to that required at no cost to the Owner. Repair or replacement shall match and equal construction, condition and finish existing at time of award of Contract.
 4. Removed and Reinstalled Items:
 - a. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 - b. Protect items from damage during transport and storage.
 - c. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- B. Remove following from locations to the extent required or directed for new construction. Removal of slabs and other structures shall include their footings and foundations. Removal of pavements shall include base rock and sub-structures.
1. Slabs, equipment pads and sidewalks. Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
 2. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
 3. Asphalt, concrete paving, curbs, brick and block.
 4. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
 5. Fencing, including posts, fabric and footings.
 6. Electric utility poles, wires and down guys, including all underground wires and conduits occurring within removal areas.
 7. Designated utility services occurring within removal areas, including disconnection, capping and complete removal or abandonment.
 8. Buried tanks, complete with piping, footings, leach fields and foundations.
 9. Trees and their roots to a minimum of 30 inches below existing grade.
 10. Miscellaneous structural elements which interfere with the new construction and as directed by the Owner's Representative.
- C. Cutting asphalt, concrete curb and concrete pavement:
1. All lines shall be marked and accepted by Owner's Representative before the cutting operation.
 2. Cut edges of pavement at 90-degree angle to the surface in a true and straight line in accordance with dimensions shown on the Drawings. Make cuts with a concrete saw, to a 1-1/2" minimum depth.
- D. Backfill and compact areas excavated and open pits and holes resulting from removal operations. Comply with requirements specified in Earthwork, Section 02300 for backfill materials, compaction and installation methods.
- E. Rough grade site within removal areas to meet adjacent contours and to provide positive drainage. Leave site in clean condition acceptable for performance of subsequent construction operations.

3.8 EXCAVATION & TRENCHING

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
- C. Within prehistoric site area, as indicated on demolition plan, maximum 12" excavation depth is required.
- D. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.
- E. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

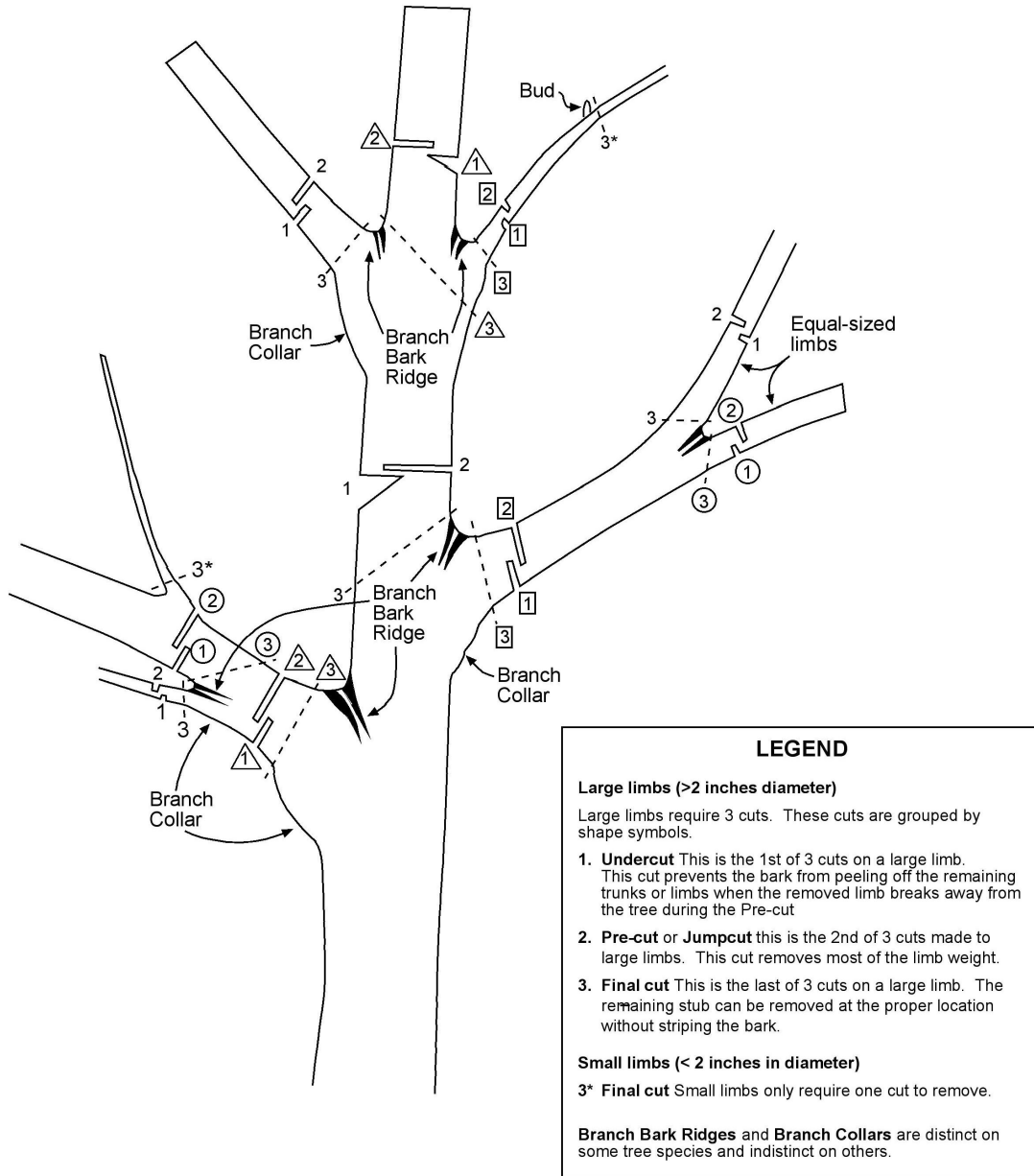
3.9 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as approved by certified arborist.
 - 1. Generally cutting of roots two inches or greater shall be avoided. Roots one inch and greater in diameter that must be cut shall be cut cleanly and obliquely with the cut surface facing down.
 - 2. Exposed and pruned roots shall be covered with light well-drained soil backfill and mulch over. The area shall be kept moist. Retain applicable subparagraphs below.
 - 3. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 4. Cut Ends: Do not paint cut root ends
 - 5. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 6. Cover exposed roots with burlap and water regularly.
 - 7. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune tree roots 6 inches outside of the protection zone by cleanly cutting all roots to the depth of the required excavation.

- C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.10 TREE PRUNING

- A. Obtain specific instruction from Arborist / Owner's Representative for pruning of trees, shrubs, roots or disturbance of soil within spread of tree branches. The Contractor shall utilize protection measures as outlined by Arborist / Owner's Representative, which may include directional drilling, or hand clearing to expose the roots.
- B. Provide periodic watering for all planting within Contract limit and any adjacent areas affected by the work. Maintain moisture to a minimum 6" depth, minimum.
- C. Using an approved pruning saw, provide selective tree limb pruning as accepted by the Landscape Architect if branches interfere with new construction. Limb diameter shall be limited to 5-inch diameter and shall be pruned just outside the branch collar in accordance with American National Standards Institute, (ANSI 300) and International Society of Arboriculture, (ISA) standards.
- D. Approved branches to be shortened must be cut just above a fork with another living branch which is plus or minus 1/2 the diameter of the removed branch as shown in the pruning figure herein. Branches to be removed which exceed 2 inches in diameter shall be severed with a 3-step cut to prevent bark peeling. Final cuts must not injure the branch collar or branch bark ridge of the remaining branches and trunk.
- E. Prune branches that are affected by temporary and permanent construction.
 - 1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
 - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
 - 3. Pruning Standards: Prune trees according to ANSI A300 (Part 1)
- F. Unless otherwise directed by arborist and acceptable to Architect, do not cut tree leaders.
- G. Cut branches with sharp pruning instruments; do not break or chop.
- H. Do not paint or apply sealants to wounds.
- I. Provide subsequent maintenance pruning during Contract period as recommended by arborist.
- J. Chip removed branches and stockpile in areas approved by Architect



3.11 REGRADING

- Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.

1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is 6 inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.12 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.13 TREE & PLANT REMOVAL & REPLACEMENT

- A. Field Verification: Before removing non-designated trees, shrubs, stumps, bushes, vines, rubbish, undergrowth and deadwood as shown on the Drawings and as specified, obtain verification from Owner's Representative.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.
 1. Submit details of proposed pruning and repairs.
 2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.
- C. Backfill and compact areas excavated and open pits and holes resulting from removal operations. Comply with requirements herein and as specified in Earthwork, Section 02300 for backfill materials, compaction and installation methods.
- D. Remove all stumps and roots in their entirety. Tree trunks shall be removed minimum depth of 2 1/2 feet below existing grade or finish grade, whichever is deeper. Stump grinding is an acceptable method of removal of roots and stumps of trees and shrubs; however, the chip contaminated soil shall be replaced with approved clean planting soil in planting areas and with approved clean fill soil in all other areas.
- E. Backfill and compact voids excavated and open pits and holes resulting from removal operations. Comply with Earthwork Specification for backfill materials, compaction and installation methods. Unless required otherwise, in planting areas backfill holes with clean approved planting soil compacted to 90% relative compaction to a minus 12 inches below finish grade and 85% relative compaction for the top 12 inches, except as required elsewhere to a greater degree by Civil or Structural Engineer. In non-planting areas backfill holes with approved fill soil compacted to 95% relative compaction.

- F. Remove and replace trees indicated to remain that are more than 25% dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.

- A. Plant Replacement: Contractor shall replace trees cut or severely damaged due to the Contractor's work as follows:
 - 1. An ISA Certified Arborist may be retained by the Owner to determine the condition of trees in question as to their ability to survive in a healthy condition and in their original shape, or a pruned aesthetically pleasing shape acceptable to the Owner. Comply with recommendations to rehabilitate as recommended by the Arborist, or to replace in accordance with the requirements below.
 - 2. Trees size shall be determined by Diameter at Breast Height (DBH). Replacement of trees and shrubs shall also include providing acceptable plant installation, automatic irrigation system and a minimum maintenance period of 120 days. If plant(s) is not acceptably maintained and is not healthy and thriving at the end of the 120 day maintenance period, the Contractor shall continue the maintenance work until such time that healthy tree(s) and/or shrub(s) is achieved.
 - 3. Replace any damaged planting in kind using "specimen" plants as follows and at no cost to Owner:
 - a. Trees up to 3" DBH: Replace with 36" box size.
 - b. Trees 3" to 6" DBH: Replace with 72" box size.
 - c. Trees 6" to 12" DBH: Replace with 84" box size.
 - d. Trees 12" DBH and larger: Tree value shall be determined by Arborist using Council of Tree and Landscape Appraisers (CTLA) method. Replace damaged tree with largest available nursery boxed tree and cash difference between value of damaged tree and nursery stock replacement cost.
 - e. Shrubs: Replace with 15-gallon can size.
 - 4. Plant and maintain new trees as specified

- B. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 3-inch uniform thickness to remain.

- C. Soil Aeration: Where directed by arborist, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch- diameter holes a minimum of 12 inches (300 mm) deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.\

- 3.14 CLEANUP AND DISPOSAL, per Section 01 70 00.
 - A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Transport trash, rubbish and debris daily from site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove and promptly dispose of contaminated, vermin-infested and dangerous materials encountered.
 - 4. Do not burn or bury materials on site.

- B. Clean excess soil may be distributed on site as accepted by Owner's Representative, if it does not adversely affect specified finish grades or percolation of water into planting soil.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began
- D. Upon completion of work under this Section, remove all tools, equipment and temporary protections, enclosures and structures.
- E. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during site preparation, by methods and with materials so as not to change existing function and warranties.

END OF SECTION

SECTION 32 15 12
STABILIZED AGGREGATE SURFACING

FOR MORE INFORMATION: Contact GraniteCrete Incorporated, www.granitecrete.com or call (800) 670-0849.

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section Includes: Crushed aggregate blended with GraniteCrete admixture surfacing.
- B. Related Work:
 - 1. Section 32 13 12, SITE CONCRETE

1.2 REFERENCES

- A. Geotechnical Study Report by RGH Consultants, dated June 9, 2015.
- B. ASTM C136-Sieve Analysis of Fine and Coarse Aggregates.
- C. ASTM D2419- Sand Equivalent Value of Soils and Fine Aggregates.
- D. "Greenbook" Standard Specifications for Public Works Construction.
- E. RIS-Redwood Inspection Services Grades of California Redwood.

1.3 SEQUENCING

- A. Do not install work specified in this Section prior to acceptance of earth moving. Coordinate work specified in this Section with work specified in other Sections to minimize cutting of and operation of heavy equipment over newly installed surfacing.

1.4 SUBMITTALS

- A. Submit the following for approval:
 - 1. Installer's certification by product manufacturer.
 - 2. Manufacturer's product data sheet and installation instructions indicating that product complies with specifications for:
 - a. Crushed aggregate blended with GraniteCrete admixture surfacing.
 - b. Edging
 - 3. Submit 1 quart sample of crushed aggregate with admixture in color specified.
 - 4. Edging

1.5 QUALITY ASSURANCE / FIELD QUALITY CONTROL

- A. Installer qualifications:
 - 1. Installer Certified by GraniteCrete.
 - 2. Installer to provide evidence to indicate successful installations of 25,000 square feet or more with an additional 6,000 square feet per year in providing decomposed granite surfacing containing GraniteCrete admixture and / or ability to follow installation instructions.

- B. GraniteCrete Certified Installers:
 - 1. McGuire and Hester, Matthew Dale-Landscape Group Manager, (510)632-7676.
 - 2. Ghilotti Bros., Migue Rangel, (415)760-0023.
 - 3. Juan Ontiveros, (831)200-5544.
- C. Materials shall comply with manufactures specifications.
- D. If product is installed by other than a GraniteCrete Certified Installer, contractor shall coordinate to ensure GraniteCrete personnel are onsite to oversee the installation process. Warranty is void otherwise.

1.6 MOCKUP

- A. Prepare 4' x 4' minimum of crushed aggregate blended with GraniteCrete admixture surfacing, including base course and edging, at location approved by Owners Representative. Build mockup 21 days prior to installation. Intent of the mockup is to demonstrate surface finish, texture, color and standard of workmanship
- B. Notify Owners Representative 7 days in advance of mockup construction.
- C. Allow Owners Representative to view and obtain approval of mock-up before proceeding with rest of crushed aggregate blended with GraniteCrete admixture surfacing.
- D. Approved mock-up may remain as first in place construction.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all GraniteCrete Admixture [bags] [bulk] materials in original, unopened packaging. Protect materials / aggregate from contamination with foreign matter. Store under waterproof cover and protect from dampness.

1.8 FIELD CONDITIONS

- A. Do not install crushed aggregate blended with GraniteCrete admixture surfacing when sub-base is wet at saturated field capacity.
- B. Do not install GraniteCrete materials during rainy conditions or below 40 degrees Fahrenheit.

PART 2 - MATERIALS

2.1 CRUSHED AGGREGATE BLENDED WITH GRANITECRETE ADMIXTURE SURFACING MATERIALS.

- A. Acceptance Manufacturer:
 - 1. Specification is based on products by GraniteCrete, Inc., P.O. Box 1574 Carmel Ca. 93921; phone (800) 670-0849, fax (800) 670-0849, www.granitecrete.com. GraniteCrete admixture is an all-natural product and does not contain oils, polymers, resins, or enzymes.

2. Substitutions: Products by other manufacturers that comply with specifications will be considered. Bidders to provide bid based on specified material only. Substitutions to be considered after bid awarded.

B. Decomposed Granite (DG), crushed aggregate.

1. DG shall have a 3/8" maximum gradation, produced from naturally friable rock /granite with enough fines to produce a smooth walking surface. Materials should be free from clay lumps, organic matter and deleterious material. Blends of coarse sand and rock dust are not acceptable.
2. Use a single supply source for the entire quantity required.
3. Gradation, in accordance with ASTM C136:

<u>Seive Siezes</u>	<u>% Passing</u>
3/8"	100
#4	85-100%
#8	70-80%
#16	50-65%
#30	40-50%
#50	25-35%
#100	15-25%
#200	10-15%

4. Color: Natural Gold by Granitecrete or approved equal. Color to match existing Granitecrete paths on site.
5. Supplier: Enz Vineyard Rock Quarry, Hollister CA.; phone 831.638.3807, or equal.

2.2 BASE COURSE MATERIAL

- A. Class II Permeable Base Rock.

2.3 ACCESSORIES

- A. Water: Free from contaminants that would discolor or be deleterious to crushed aggregate blended with GraniteCrete admixture surfacing.
- B. Steel Edging:
 1. Dimensions: [3/8"-thick x 4-inch], with overlapping joints.
 2. Stakes: 3/16" x 1-3/4" wide at top tapering to point at bottom; located 36" o.c. maximum.
 3. Finish: Hot dipped galvanized.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine grading and subsoil conditions. Do not proceed until conditions are acceptable.

3.2 PREPARATION

- A. **Subgrade preparation and compaction to be performed as required by geotechnical engineer and per recommendations outlined in geotechnical report.**
- B. Excavate to depth required so edges of crushed aggregate blended with GraniteCrete admixture surfacing will match adjacent grades and have a maximum cross slope of 1 percent. [Remove excavated soil from site.]
- C. Sub-grade Preparation: Comply with Greenbook Section 301-1 – “Sub-grade Preparation.” and per recommendations outlined in Geotechnical report.
- D. Base Course Installation: Class II permeable base rock at 90% compaction.
- E. [Edging]: Install flush with crushed aggregate blended with GraniteCrete admixture. Provide sufficient stakes to secure in place.]

3.3 INSTALLATION

- A. Prior to installation, dampen surface on which installation is to occur. Install GraniteCrete surfacing as per [specified] [manufacturer's] depth. GraniteCrete must be mixed on site. The use of a portable fiberglass concrete mixer for smaller jobs and the use of a volumetric concrete truck (a virtual portable batching plant) for larger jobs are specified. **Do not allow GraniteCrete blended aggregate to dry during installation. Mist as necessary to maintain optimum moisture content prior to compaction.**
- B. Grade and smooth to required elevation. Smooth out any final irregularities prior to substantial compaction. Smooth by using the straight edge of an asphalt rake or a medium bristle broom over entire paving surface.
- C. Compact: After optimum moisture content is achieved for compaction, thus achieving an 88% to 92% compaction. Hand-tamp around benches, sign posts, corners, boulders, etc. Initially use a vibratory plate and/or a 36" smooth drum roller in static position. Compact with the vibratory plate vertically and then horizontally at half speed. Follow with final compaction using a heavy lawn roller to obtain the final desired dense, smooth, uniform finish.
- D. Take care compacting adjacent to planting and irrigation systems.
- E. Minimum Compacted Thickness: Install to depth shown on Drawings.
- F. Saw cut/trowel/install expansion joints every 5' in narrower paths, every 12' in wider paths, and at every engineered stress areas.
- G. Cover finished surface, when practical, to achieve maximum curing period. See Section 3.5.
- H. Minimum Compacted Thickness (See Section Details):
 - 1. [Residential / Pedestrian Paths] []: [3] inches.
 - 2. [Commercial / Light Vehicular Drives] []: [4] inches.

- I. Surface shall follow overall contours of landscape. Flat areas shall be [sloped] [crowned] for drainage. Slope [2.0%] [] percent minimum to drain away from structures.
- J. Completed, finished surface shall be of consistent quality and free of deleterious materials such as organic materials, nails, stones, and loose material. Surface shall not have depressions or humps greater than [1/4] [] inch in ten feet.
- K. **Cold Joints:** “Between pours”, **stop at an area that makes them look intentional.** Snap line just back from loose GraniteCrete into compacted area. With a square nose shovel cut a straight line and then continue with installation. Place newly mixed GraniteCrete into area, **being careful not to overlap existing compacted material.** With a concrete trowel or similar tool, tamp new material at a 45 degree angle 1” above existing grade and compact. If necessary, “feather” in with a medium bristled broom. At end of day’s installation, place a 2”X4” or 2”X6” piece of wood and compact. The following day carefully lift the wood and continue, compact and feather.

3.4 CURING PERIOD / PROTECTION

- A. Do not allow traffic on crushed aggregate blended with GraniteCrete admixture surfacing for 5 days after placement or until compacted crushed aggregate blended with GraniteCrete admixture surfacing has fully cured. [Cover for extended curing period].
- B. Protect crushed aggregate blended with GraniteCrete admixture surfacing from damage until project completion. [Repair damaged areas to match specified requirements].

3.5 MAINTENANCE & REPAIRS

- A. Maintenance: Depending on the end users desired finish surface, maintenance may require occasional blowing off or brooming of paved surface. Depending on quality of compaction at time of installation, a thin veneer of loose aggregate material is typical after the full 28 days cure period. If cracking appears in a GraniteCrete surface broom loose aggregate “fines” into cracks and compact with a rubber mallet.
- B. Repair: When repairing GraniteCrete it is important to use the original aggregate/decomposed granite and the original GraniteCrete Admixture color to match previously installed materials. If the paved surface has large areas of raveled material (loose aggregate/decomposed granite) the initial installation may not have been properly compacted or blended materials did not have proper compaction or optimum moisture content during installation. **GraniteCrete cannot be allowed to dry prior to final compaction.** The following are suggestions for repair of raveled materials:
 - 1. For the large loose areas, a minimum of a 3 inch of GraniteCrete can be installed. The repair areas need to be saw-cut at agreed length, removed, and re-installed. A portable concrete mixer or wheelbarrow can be used. Batch proportions are 33 shovelfuls of aggregate/decomposed granite to 3 shovelfuls of GraniteCrete Admixture (11 to 1 ratio). The mixture must be **thoroughly** dry mixed and moistened to specifications.
 - 2. In areas that collapse/fail due to equipment weight, reform and re-install with original materials as per specifications.
 - 3. Cracks: repair by brooming existing surface fines into the cracks of filling with dry, pre-mixed materials, or both. The onsite aggregate/decomposed granite

should be sieved to 1/8" minus material for better application and in-fill of cracks. Materials should be mixed as per ratio described above. Broom or fill the crack, moisten, compact (with rubber mallet or hand compaction plate) and "feather" material into the final finish.

Please refer to the GraniteCrete Installation Instructions for additional installation details.

END OF SECTION

**SECTION 32 13 12
SITE CONCRETE**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide Portland cement concrete site work complete, including the following principal items:
1. Pavements, including aggregate bases.
 2. Footings and slabs

1.2 QUALITY ASSURANCE

A. Reference and Standards

1. Soils Reports: Subsurface Investigation Dunphy Park Improvements Project City of Sausalito, California by Geo-Logic Associates, dated November 16, 2018
2. Perform work in accordance with all applicable laws, codes and regulations required by City of Sausalito.
3. Reference to "Standard Specifications" shall mean the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, CALTRANS.
4. The American Concrete Institute (ACI): "Manual of Concrete Practice," Parts 1, 2 and 3.
5. The American Concrete Institute (ACI): "Recommended Practice for Concrete Formwork" (ACI 347R)
6. The American Concrete Institute (ACI): "Hot Weather Concreting", 305R-99
7. The American Concrete Institute (ACI): Guide for Concrete Slab construction, 302.1R-07
8. The American Concrete Institute (ACI): "Standard Specification for Cold Weather Concreting, 306.1-90 (R2002)
9. United States Voluntary Product Standard for Construction & Industrial Plywood (PS 1-95).
10. American Plywood Association's "Guide to Plywood Grades" (APA).
11. West Coast Lumber Inspection Bureau's "Standard Grading Rules No. 17" (WCLIB)
12. Concrete Reinforcing Steel Institute (CRSI): "Manual of Standard Practice" and "Recommended Practice for Placing Reinforcing Bars".
13. American Welding Society: AWS A5.1 and AWS D1.1 and D1.2.
14. Americans with Disabilities Act (ADA), Federal ADA/State of California Title 24 Standards.
15. California Code of Regulations, Title 24, 2010 Edition, also known as California Building Code (CBC).

B. Stipulations

1. Finish Surface Tolerance: 1/4-inch maximum variation in 10 feet.
2. At no point shall paving surface fail to drain.

3. Finish Concrete Surface Slip Resistance: Shall have a minimum slip resistance coefficient of 0.65 on concrete pavement with less than 5% slope and 0.8 on concrete pavement with more than 5% slope.
 4. Contractor shall pour adjacent slabs in a way that does not impact finish quality or construction (expansion) joint dimensional stability.
- C. Testing and Inspection, per Section 01 45 00.
 - D. Conform to ACI 306, Section 5.13 during hot weather and cold weather.
 - E. Requirements of ACI 318 shall govern work, materials and equipment related to this Section; specifications herein set minimum results required, and references to procedures are intended to establish minimal guides.
 - F. The Contractor shall be responsible for quality of concrete in place and shall bear burden of proof that concrete meets minimum requirements. Contractor shall confirm that site soils do not contain elevated levels of sulfate that would require sulfate resistant concrete as outlined in ACI 306. If the site soils contain elevated levels of sulfate, it is the Contractor's responsibility to request mixes that meet the aforementioned requirements.
 - G. Placing of concrete by means of pumping will be an acceptable method of placement providing that the Contractor can demonstrate that:
 1. Specified concrete strengths will be met.
 2. Equipment has a record of satisfactory performance under similar conditions and using a similar mix.
 3. Trial batches have been successfully made.
 - H. Installer Qualifications: Concrete work shall be by firm with 5 years experience with work of similar scope and quality.
 - I. Formwork Design Criteria: Formwork shall conform to ACI 347-04 and CBC.
 1. Formwork:
 - a. Shall prevent leakage or washing out of cement mortar.
 - b. Shall resist spread, shifting, and settling.
 - c. Shall reproduce accurately required lines, grades and surfaces within tolerances specified.
 2. Safety: The Contractor shall be responsible for adequate strength and safety of all formwork including falsework and shoring.
 3. Formwork allowable tolerances: Formwork shall produce concrete within tolerance limits recommended in ACI 347-04, unless otherwise noted.

1.3 TESTS

- A. The Owner will select a qualified testing laboratory to take samples for testing during the course of the work as considered necessary. Costs for such tests will be paid by the Owner. Contractor shall cooperate in arranging tests and shall be responsible for notifying the designated laboratory in sufficient time to allow taking of samples at time of pour.

- B. Should tests show that concrete is below specified strength, Contractor shall remove all such concrete, as directed by the Owner. Full cost of removal of low strength concrete, its replacement with concrete of proper specified strength and testing, shall be borne by Contractor.

1.4 COORDINATION

- A. Coordinate items of other trades. Contractor shall be responsible for the proper installation of all accessories embedded in the concrete and for the provision of holes, openings, etc., necessary to the execution of the work of the trades.

1.5 SUBMITTALS, per Section 01 33 00.

- A. Samples of all materials under this Division shall be supplied for testing as requested by the Owner.
- B. Material certificates in lieu of material laboratory test reports when permitted by Engineer. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.
- C. Submit color additive manufacturer's color chart and sample chip(s), indicate color additive number and required dosage rate.
- D. Submit a full-scale mock-up (minimum 4' by 4') sample panels of all concrete finishes and color. The samples shall include curing compound if any is to be used, and include an expansion joint and a score joint, as indicated on the Drawings. Approved samples shall be kept at the job site to serve as a prerequisite for all finishes until acceptance of the Work.
- E. Submit one-pint samples of aggregate for exposed aggregate finished concrete paving in color range as specified.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Supply ready mixed concrete throughout. Batch, mix and transport in accordance with ASTM C-94, "Specifications for Ready Mixed Concrete."
- B. Mix and deliver concrete in quantities that will permit immediate use only.
- C. Indiscriminate addition of water for any reason will be cause for rejection of the load.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Cement and aggregates shall have proven history of successful use with one another. Sources of cement and aggregate shall remain unchanged throughout work.

B. Mixes:

1. Ready-mixed concrete shall meet requirements of ASTM C94.
2. The Contractor shall perform tests or assemble the necessary data indicating conformance with specifications.
3. For each mix, submit data showing that proposed mix will attain the required strength in accordance with requirements of Caltrans Standard Specifications, Section 90.
4. Instruct Laboratory to base mix design on use of materials specified and approved by the Owner's Representative.
5. Mix design shall include compression strength test reports per CBC Section 1905A.6.3.
6. Insure mix designs will produce concrete to strengths specified and of uniform density without segregation.
7. If mix yield exceeds 1-cubic yard, modify mix design to no more than one cubic yard, without changing cement content.
8. Introduction of calcium chloride will not be permitted.
9. Mix design shall be in accordance with CBC Section 1905A.3.

C. Concrete Types (See Drawings for any other miscellaneous items not listed below):

TYPE	28-DAY STRENGTH	AGGREGATE SIZE	FINISH & COLOR	COMMENTS
Slab on grade	3,000	1" X #4	See Drawings	

2.2 FORMWORK MATERIALS

A. Panel or board forms for Exposed Finish Concrete: Minimum 5/8-inch thick exterior grade plywood with sealed edges, PS 1 grade Plyform Class I and II B-B Exterior.

B. Form Release Agent: Must not stain or otherwise adversely affect architectural concrete surfaces. "Nox-Crete Form Coating"; Industrial Synthetics Corp.'s "Synthex"; or equal.

C. Form Ties: Burke "Penta-Tie," or equal, cone and rod type with 1-inch break-back.

2.3 REINFORCING MATERIALS

A. New, free of rust, Billet steel bars: Current ASTM designation A615.

B. Bar Reinforcement: ASTM A615.

1. #4 and larger: Grade 60.
2. Tie wire: #6 minimum, black and annealed.

- C. Bar Reinforcement recycled content shall be a minimum of 75% recycled post-consumer steel.
- D. All reinforcing steel, bolts anchors, sleeves, etc. shall be securely anchored in place before concrete is placed. All reinforcing details, fabrication and installation shall conform to ACI Standard 315, latest edition, except as noted. Stagger all splices where practical and not otherwise detailed. Minimum concrete protection for reinforcement shall be as follows unless otherwise noted:
 - 1. 3" clearance where concrete is placed against the earth.
 - 2. 2" clearance where concrete is exposed to earth or weather but placed in forms.
- E. Accessories: Metal and plaster spacers, supports, ties, etc. as required for spacing, assembling and supporting reinforcing in place. Legs of accessories to be of type that will rest on forms without embedding into forms. Galvanized metal items where exposed to moisture, or use other approved non-corrodible, non-staining supports.

2.4 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150, Type II, except if water or soil is high in sulfates use Type V Portland Cement as described above under Quality Assurance. Use one brand of cement throughout project.
- B. Fly Ash: ASTM C618,08A.
- C. Aggregates: ASTM C33, materials from established sources with proven history of successful use in producing concrete with minimum shrinkage.
- D. Water: Clear and potable, free from deleterious impurities.
- E. Admixtures:
 - 1. Admixtures are optional; however, a water reducer or plasticizing admixture shall be included in the concrete mix and it must be compatible with color pigments where color pigments are required. Any proposed admixture shall comply with ASTM C494.
 - 2. Where more than one admixture is proposed, include statement from admixture manufacturer indicating that admixtures proposed for use are compatible, such that desirable effects of each admixture will be realized.
 - 3. Accelerating admixtures and admixtures containing more than 0.05 percent chloride ions are not permitted. If an accelerator is used, it shall be a non-chloride accelerator.
 - 4. Liquid admixtures shall be considered part of the total water.
 - 5. Refer to Color Additives/Pigments herein for color admixtures.

2.5 CONCRETE MIXES

- A. Concrete mixes shall be approved and shall be in accordance with Caltrans Standard Specifications Section 90. Unless otherwise noted, mix shall contain not less than 590 pounds of cementitious material per cubic yard (Class "2", 3,000 psi,) Type II Portland cement and a maximum aggregate blend of 1" by #4.

- A. Cementitious Material: An intimate blend of type II Portland cement and fly ash. Cementitious material shall include 15% maximum fly ash by weight unless the strength is specified to be achieved on 7 or 14 days.
- B. Matching existing Stabilized Aggregate Paving work: Mixes for matching existing colored paving, [walls], [benches], [and _____] shall be as required to match specified items on site using specified integral color pigments at required rates per 94 pounds of Portland cement. Submit integrally colored sample(s) per Submittals herein.
- C. Lampblack: As supplied by batch plant for plain non-colored concrete work. Concrete for non-colored pavements shall be darkened by the addition of lampblack at the mixer. The proportion of lampblack or other approved colorant shall be that required to properly darken the concrete to reduce glare, and shall be subject to the approval of the Owner's Representative. Provide ¾ pound of lampblack per cubic yard of concrete unless required otherwise.

2.6 ANCILLARY MATERIALS

- A. Aggregate Base: Crushed aggregate, R-78 minimum, 3/4-inch maximum, conforming to Standard Specification 26.1.02A, Class 2.
- B. Expansion Joint Material
 - 1. Fiber Expansion Joint: A non-extruding resilient filler, saturated with high quality bituminous materials having preserving characteristics. Conform to ASTM-D1751-04.
- C. Curing Materials for non-colored Concrete:
 - 1. Waterproof Paper: ASTM C171, Type 1.1.1.1, regular. Same as Sisalkraft Division of St. Regis Paper Co.'s "Orange Label", or equivalent.
 - 2. Impervious sheeting: 4 mil white polyethylene laminated to 10 oz. Burlap, ASTM C171, Type 1.1.3, fungus-resistant.
 - 3. Curing Compound: ASTM C309. Product: Sealtight 1100 Clear-Series by WR Meadows, Burke Azua Resin Cure by Edocol, or equal that will not discolor concrete or affect bonding of other finishes applied thereafter, and which restricts loss of water to not more than 0.500 grams per sq. centimeter of surface when tested per ASTM C156, "Test Method for Water Retention by Concrete Curing Materials."
- D. Curing Compound for Colored Concrete: Water-base acrylic type, free of permanent color, oil or wax, complying with ASTM C309: "W 1000" by Davis Colors, Los Angeles, CA (800) 356-4848; "Cureseal" semi-gloss by L.M. Scofield Co., Los Angeles, CA (800) 800-9900; or equal.
- E. Grout: Premixed high strength non-shrink grout requiring only addition of water at the site. Burke's "Non-Ferrous, Non-Shrink Grout"; Master Builders "Masterflow 928 Grout", or equal.
- F. Patching Mortar: Mix in proportions by volume of one part cement to two parts fine sand. Provide integrally colored patching mortar as required to match color and finish of colored concrete surfaces.

2.7 FILTER FABRIC / PERMEABLE LANDSCAPE FABRIC

- A. Polyester or polypropylene non-woven filter fabric with uniform fiber distribution by "Terra Bond" #1115, "Mirafi, Inc." #140N, or approved equal.

2.8 PERMEABLE DRAIN ROCK

- A. Permeable drain rock used in subsurface drain installations to be Class 2 permeable material in conformance with Section 68 "Subsurface Drains" of the Standard Specifications; gradation to 3/4" maximum size. Submit Sample for approval.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Install all concrete work true to line and grade as indicated on the drawings.
- B. Correct irregularities to the satisfaction of the Owner's Representative.
- C. Plain non-colored, exposed concrete shall contain lampblack, approximately 3/4 pound of lampblack per cubic yard, as accepted by Owner's Representative.
- D. The intent of the Grading Drawings is to provide positive drainage and to maintain slopes on walkways as required by the Americans with Disabilities act and California Title 24 throughout the project site. Notify the Owner's Representative immediately of any discrepancies between the Drawings and actual field conditions and/or conflicts between the design and Code requirements.

3.2 PREPARATION

- A. Examine subgrades and installation conditions. Do not start concrete work until unsatisfactory conditions are corrected.
- B. Provide subgrade preparation and the base material installation complete, including clearing, grading, excavation, filling and dewatering. Take every precaution to obtain a subgrade of uniform bearing power compacted to a minimum of 95% relative compaction as determined by the ASTM D1557 laboratory test procedure and in Sections 19 and 20 of the Caltrans Standard Specifications.
- C. Subgrade shall be kept moist and shall not be allowed to dry out before placement of concrete. Place no material on muddy subgrade. Remove un-compactable material and replace with clean fill and compact as required.
- D. Aggregate base, where indicated, shall be placed and compacted in conformance with Caltrans Standard Specifications 26-1.04 and 26-1.05.
- E. Obtain approval of subgrade from Owner's Representative prior to placing steel and concrete.

3.3 FORMS

- A. Forms shall be constructed in accordance with ACI 318, Section 6.1 and shall be of sufficient strength and sufficiently tight to prevent visible distortion or leakage of mortar and fines.
- B. Forms for exposed surfaces shall be constructed to protect intended finish. Deflection of facing material between studs shall not exceed 0.0025 of the span. Facing material and pattern of joints shall be as approved by the Owner's Representative.
- C. Curb and pavement edge forms shall extend full depth of concrete and shall be coordinated with installation of planting root barriers where required. Curves shall be formed with flexible metal or wood made up of thin laminations. Curve forms shall extend one stake space straight beyond tangent point. Where curbs and pavement are adjacent to areas to receive root barriers, provide smooth uniform edges. Remove any excess concrete as required to allow installation of root barriers without gaps between curbs and/or pavement and barriers.
- D. Maintain forms within the following tolerances.
 - 1. Top of Form: Plus or minus 1/8 inch in 10 feet and no abrupt variations; at required elevation to plus 3/8 inch.
 - 2. Face of Form: Plus or minus 1/4 inch in 10 feet longitudinal and no abrupt variations; perpendicular to surface plus or minus 1/8 inch.
- E. Form Ties: Align form ties as accepted by Owner's Representative. Obtain approval of form work from Owner's Representative prior to placing concrete.
- F. Forms may be reused upon cleaning and coating with parting compound to ensure separation from concrete without damage.
- G. After concrete is placed, the following minimum times shall elapse before removal of forms.
 - 1. Walls and benches: 48 hours.
 - 2. Footing sides: 24 hours.

3.4 REINFORCEMENT

- A. All concrete footings, walls, grade-beams shall be steel reinforced unless specifically noted to be "not reinforced." If no reinforcement is shown, reinforce in same manner as that shown in similar places or as accepted by Owner's Representative.
- B. Fabricate and place reinforcement as indicated on the Drawings and in accordance with ACI "Detailing Manual" SP-66. No reinforcement shall be placed prior to distribution of the approved shop drawings.
- C. Secure reinforcement in position by suitable supports and by wiring at intersections with tie wire. Supports shall be of sufficient number and strength to resist crushing or displacement under full load. Metal shall not extend to surface of concrete.

- D. At time of placing concrete, reinforcing shall be free of excessive rust, mill scale, or other bond reducing matter. Immediately before placing concrete, check and adjust position, support and anchorage.

3.5 CLEANING, PATCHING AND DEFECTIVE WORK

- A. Where concrete is under strength, out of line, level or plumb, or shows objectionable cracks, honeycombing, rock pockets, voids, spalling, exposed reinforcement, signs of freezing, mismatched color, or is otherwise defective, and, in the Owner's Representative's judgment, these defects impair proper strength or appearance of the work, the Owner's Representative will require its removal and replacement at the Contractor's expense.
- B. Immediately after stripping and before concrete is thoroughly dry, patch minor defects, form-tie holes, honeycombed areas, etc., with patching mortar colored and textured to match concrete. Remove ledges and bulges.
- C. Rock Pockets:
 - 1. Cut out to full solid surface and form key.
 - 2. Thoroughly wet before casting mortar.
 - 3. Where the Owner's Representative deems rock pocket too large for satisfactory mortar patching as described, cut out defective section to solid surface, and replace.
- D. Cleaning
 - 1. Insure removal of bituminous materials, form release agents, bond breakers, curing compounds, if permitted and other materials employed in work of concreting that would otherwise prevent proper application of sealants, liquid waterproofing, and other delayed finishes and treatments.
 - 2. Where cleaning is required, take care not to damage surrounding surfaces or leave residue from cleaning agents.

3.6 MIXING AND PLACING CONCRETE

- A. Conform to applicable requirements set forth in Caltrans Standard Specifications Section 51-1.09 and Section 90.
- B. Mixes for integrally colored concrete shall have pigment added early enough to ensure complete dispersal and uniform color, but not less than 15 minutes before placing.

3.7 JOINTS AND GROOVES IN FLAT WORK

- A. Plane of joints shall be perpendicular to surface. Where new pavements join existing, joints shall align.
- B. Tooled Joints / Score Joints
 - 1. Form joints in fresh concrete using a jointer to cut the groove so that a smooth, uniform impression is obtained to 1/4 depth of pavement unless shown otherwise.

2. All joints shall be struck before and after brooming. Tool concrete both sides of joint.
3. If joint pattern is not shown, provide joints not exceeding 6 feet in either direction and located to conform to column centerlines, wall corners, etc. as accepted by Owner's Representative.

C. Expansion Joints in Flat Work: Provided at the location and intervals as shown on the drawings, and at all locations where concrete paving abuts buildings, curbs, walls, columns, or other structures, and not more than 16 feet on center. Specified and shown joint material shall be placed with top edge 1/8" below the paved surface and shall be securely held in place to prevent movement. Joint and other edges shall be formed in the fresh concrete using an edging tool to provide a smooth uniform impression. All edges shall be struck before and after brooming.

3.8 FINISHING

A. Flatwork and Curbs

1. Surface Finishes

- a. Float Finish (typical preliminary finishing for slabs to receive other finishes): The surface of the slab shall be screeded and all surface water and laitance removed. Floating shall be started as soon as the screeded surface has stiffened sufficiently. Floating shall be performed by hand using a wood float and shall be the minimum necessary to produce a relatively smooth, level, even-textured surface.
- b. Medium Broom Finish: Obtain by drawing a stiff bristled broom across a floated finish for a nonslip surface. Perform brooming while concrete is still wet enough to receive broom marks to match approved sample. Direction of brooming to be perpendicular to direction of work or as otherwise shown on the drawings.

3.9 CURING

- A. Cure non-colored exposed concrete in accordance with Caltrans Standard Specifications Section 90-7.
- B. When applying Curing Compound, apply after initial set of fresh concrete when bleed water has evaporated from surface using a "Hudson-type" airless sprayer in accordance with manufacturer's specifications.
- C. Only water or curing compounds which impart no permanent color or gloss shall be used for curing concrete.

3.10 CLEANUP: Per Section 01 77 00.

END OF SECTION

SECTION 32 32 53
STONE WALLS

PART 1 - GENERAL

- 1.1 SCOPE: Provide all labor, materials and equipment for preparation and installation of stone work indicated on the drawings and specified.
- 1.2 REFERENCES AND STANDARDS
- A. Reference to "Standard Specifications" shall mean the Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, CALTRANS.
 - B. Perform work in accordance with all applicable laws, codes and regulations required by City of Sausalito
 - C. Concrete Reinforcing Steel Institute (CRSI): "Manual of Standard Practice" and "Recommended Practice for Placing Reinforcing Bars".
 - D. California Code of Regulations, Title 24, 2007 Edition, also known as California Building Code (CBC).
- 1.3 QUALITY ASSURANCE
- A. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "project Management and Coordination."
 - B. Installer Qualifications: Firm specializing in design and installation of stone masonry walls:
 - 1. With not less than 2 years documented experience.
 - 2. With a minimum of five previously constructed successful projects, similar in size and magnitude, using specified retaining wall system; Provide contact names and numbers.
 - 3. Site supervisor with verifiable qualified experience suitable for this project.
- 1.4 Testing and Inspection, per Section 01 45 00.
- 1.5 SUBMITTALS, per Section 01 33 00.
- A. Mockups: Build 4' by 4' sample wall mockup over prepared, tested and approved subgrade to verify selections made under sample submittals and to demonstrate functional and aesthetic effects and set quality standards for materials and execution. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion. Do not start masonry work until mock-up has been approved by Owner's Representative.

PART 2 - MATERIALS

- 2.1 PORTLAND CEMENT: ASTM C150, Type I.
- 2.2 SAND: ASTM C144; natural sand containing not more than 2% of silt and clay by weight with specific gravity not less than 2.65.
- 2.3 LIME: ASTM C5, slake; screen through 16 mesh, then store and protect for 10 days.
- 2.4 STONE TYPE, SIZE, AND COLOR: To match existing granite block wall on site & as approved by the City and Landscape Architect.
 - A. Concrete Foundation: Reinforced concrete foundation with compressive strength of 3,000 psi minimum.
- 2.5 MORTAR: Consist of 1 part Portland Cement and 4 parts dry, loose sand. Add not less than 1/4 nor more than 1/2 part lime putty or hydrated lime per volume of cement content. Insure mortar with 28-day strength of at least 1500 psi.
- 2.6 GROUT: Consist of 1 part Portland Cement and 3 parts sand. Add up to 10% lime. When the grout core is 2" or more wide, add 2 parts of pea gravel to the above grout mix. Add water to grout to cause it to flow without segregation into all voids intended to be filled, and to produce a 28-day strength of 2000 psi. Plaster sand may be added to prevent segregation, provided strength is maintained. Color: added to mortar where indicated for use.
- 2.7 REINFORCING MATERIALS
 - A. New, free of rust, Billet steel bars: Current ASTM designation A615.
 - B. Bar Reinforcement: ASTM A615.
 - 1. #3 and smaller: Grade 40.
 - 2. #4 and larger: Grade 60.
 - 3. Tie wire: #6 minimum, black and annealed.
 - C. Bar Reinforcement recycled content shall be a minimum of 75% recycled post consumer steel.

PART 3 - EXECUTION

- 3.1 PREPARATION
 - A. Provide testing and subgrade preparation complete.
 - B. Provide subgrade preparation and the base material installation complete, including clearing, grading, excavation, filling and dewatering. Take every precaution to obtain a subgrade of uniform bearing power compacted to a minimum of 95% relative compaction as determined by the ASTM D1557 laboratory test procedure and in Sections 19 and 20 of the Caltrans Standard Specifications.
 - C. Do any necessary finish grading and compaction in addition to that performed in accordance with earthwork to bring subgrades after final compaction to required

grades and sections as indicated. Place no material on muddy subgrade. Remove uncompactable material and replace with clean fill and compact as required.

- D. Excavate to lines and grades shown on Drawings. Do not disturb embankment or foundation beyond lines. Minimize over-excavation.
- E. After excavation and prior to placement of leveling materials, Contractor's Geotechnical engineer shall examine bearing soil surface to verify strength meets or exceeds design requirement and assumptions and issue report to Owner's Representative for acceptance. Replace any unsuitable bearing soil as directed by Geotechnical Engineer.

3.2 REINFORCEMENT

- A. All concrete footings, walls, grade-beams shall be steel reinforced unless specifically noted to be "not reinforced." If no reinforcement is shown, reinforce in same manner as that shown in similar places or as accepted by Owner's Representative.

3.3 INSTALLATION

- A. Install in accordance with Drawings and applicable codes and regulations.
 - 1. Place first course of units on concrete foundation; check alignment and level. Check for full contact with base and for stability.
 - 2. Place units side by side for full length of wall, aligning back face of straight walls using string line or offset from base line.
 - 3. Do not leave gaps between units.
 - 4. Place succeeding courses by overlapping units below at joints. Insert metal pins between walls as indicated. Check for proper alignment and batter. Place succeeding courses.
- B. Setting Stones:
 - 1. Distribute stones of various color. Select stones roughly squared and pitched to line and place evenly at all wall angles and at all wall ends. Lay flat and stratified rocks in approximate horizontal position, not on edge.
 - 2. Brush free of dust or other foreign matter and thoroughly wet before placing. Set in full mortar beds. Allow joints to vary from 1/2" to 1-1/2".
 - 3. Provide sufficient number of rocks to install complete wall from lines and grades shown on the drawings and details.

3.4 CLEANUP: Per Section 01 74 00

- A. Exercise care that no mortar or grout comes in contact with exposed face of work. Clean immediately.
- B. Use only stiff fiber brushed and wooden scrapers in keeping work clean as it progresses or in cleaning down at completion. Use no metal implements.

END OF SECTION

**SECTION 06 20 10
SITE CARPENTRY**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide all labor, equipment and materials for the installation of site carpentry, including habitat fencing and as shown on the drawings and specified.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 2. ASTM D1761 Standard Test Methods for Mechanical Fasteners in Wood.
- B. Federal Specifications (FS):
 - 1. FS FF-S-111D Screws, Wood.
 - 2. FF-S-325 Expansion Shields.
- C. American National Standards Institute (ANSI):
 - 1. ANSI B18.2.1 Square and Hex Bolts and Screws, Inch Series.
- D. California Building Code (CBC)

1.3 QUALITY ASSURANCE

- A. Lumber: Grade stamp to contain symbol of grading agency, mill number or name, grade of lumber, species of species grouping or combination designation, rules under which grades, where applicable, and condition of seasoning at time of manufacture.
 - 1. Inspection and testing agency mark.
- B. Poles and Posts: Shall conform to American National Standards Institute specifications and dimensions for wood poles 05.1-1972, and poles shall be selected for uniformity and appearance with maximum taper of 1-inch per 10 linear feet.
- C. Abbreviations: AD - air dried. KD - kiln dried. VG - vertical grain. FG - flat grain. RWD - redwood. DF - Douglas Fir. PT - pressure-treated. All wood surfaced, four sides, unless otherwise designated "rough".

1.4 PROTECTION

- A. Lumber shall be stored in neat stacks at the site unless it is to be used immediately. All lumber shall be piled so that it may be readily inspected and shall be handled in a manner that will avoid injury or breakage.
- B. Immediately upon delivery to jobsite, place materials in area protected from weather.
- C. Take special care when handling.

- D. Store lumber on a flat surface with skids above ground as necessary to prevent warping.
- E. When stacking palletted units, start supports at each end and spaced 24" o. c.
- F. Line up supports vertically.

1.5 SUBMITTALS

- 1. Submit manufacturer's certificate to meet or exceed specified requirements.

PART 2 - MATERIALS

2.1 LUMBER

- A. Except where otherwise noted, all lumber shall conform to the allowable characteristics permitted within the applicable grading rule. No splits, checks, holes, decay or other irregularities will be permitted except characteristic of that grade.
- B. Lumber shall be as follows:
 - 1. Unless otherwise indicated on drawings or specified, lumber shall be **Cypress, or approved equal.**

2.2 ACCESSORIES

- A. Hardware: Provide all necessary nails, screws, clips and bolts required for proper installation of wood and wood composite lumber decking. Sizes and quantities as required by code authority having jurisdiction, unless more stringent requirements specified elsewhere.
 - 1. Bolts, Exterior Use:
 - a. Material Standard: Comply with ASTM A307, with standard washers.
 - b. Finish: Galvanized, ASTM A123.
 - c. Size: As shown.
 - 2. Lag Screws:
 - a. Material Standard: Comply with ANSI B18.2.1.
 - b. Finish: Hot dipped galvanized for exterior use.
 - 3. Nails, General:
 - a. Material Standard: Comply with ASTM F1667.
 - b. Type: Common unless otherwise indicated.
 - c. Finish: Hot dipped galvanized for exterior use.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Site Verification of Conditions:
 - 1. Verify that site conditions are acceptable for installation of materials.

3.2 INSTALLATION

- A. Workmanship shall be first class throughout. All lumber shall be accurately cut and framed to a close fit and shall have even bearing over the entire contact surface. All

joints shall be square and tight unless otherwise shown. No shimming will be permitted in making joints. Work shall be free of hammer marks, dents or other disfiguration. Nails and other hardware to be sized per U.C.B. Nailing Schedule and to be seated flush unless otherwise shown. Counter-sink finishing nails 1/16 inch. Holes for bolts shall be bored with a bit 1/16 inch larger than the bolt. Holes for lag screws shall be bored with a bit not larger than the base of the thread (75% of the diameter).

- B. Lumber Selection: Select individual pieces so that knots and obvious minor defects will not interfere with connections.
- C. Fastening:
 - 1. Use such fastenings and connections as required to connect members securely together or to structure.
 - 2. Minimum nailing, not otherwise shown or noted, shall conform to CBC Table 2304.9.1.
 - 3. Penetration of nails or spikes into piece receiving point shall be not less than ½ length of nail or spike, except, that 16 penny nails may be used to connect pieces of 2" thickness.
 - 4. Drive nails and spikes no closer together than 2/3 their depth nor closer to edge of member than ¼ their depth.
 - 5. Place nails, bolts and other connector without splitting wood.
 - 6. Predrill holes whenever nailing tends to split wood. Replace all split members.
 - 7. All nuts and screws shall be tightened when placed and retightened at completion of the job or immediately prior to closing in.
 - 8. Nuts shall be secured against loosening.

3.3 PRESERVATIVES:

- A. Bolts 5/8" and less in diameter shall be fitted with cut washers, and all bolts and lag screws over 5/8" in diameter shall be fitted with cast or malleable iron washers unless otherwise shown on the Drawings. Select bolt length to fit situation. Where bolts project beyond nut, cut off to a point 1/8" from nut and paint same day with heavy coat of Zinc Chromate primer paint and one coat of Aluminum finish paint (to match the galvanized bolt finish, unless otherwise noted). Bolts to be hot dip galvanized.
- B. Stainless steel hardware with stainless steel screws and bolts may be used in lieu of hot dip galvanized. Do not mix stainless steel with galvanized steel hardware.
- C. Exposed nails in exterior work shall be hot-dipped galvanized except where specified otherwise.

3.4 PROTECTION

- A. Protect installed work from damage due to subsequent construction or other activity on the site.

END OF SECTION

**SECTION 05 70 05
LANDSCAPE METALWORK**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide all labor, materials and equipment as required for complete, finished installation of metalwork as shown on the drawings and specified including the following items:
 - 1. Miscellaneous landscape metal
- B. Metal fabrication includes plates, bars, strips, tubes, pipes made from steel that are not specifically listed herein.

1.2 REFERENCES AND STANDARDS

- A. "Code for Arc and Gas Welding in Building Construction" of American Welding Society, AWS D1.1, latest edition, with current supplements and addenda, is hereby made a part of this Section and miscellaneous metalwork shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations.
- B. All work shall conform to the American Institute of Steel Construction Specifications for design, erection and fabrication, and acceptable standards of good practice. Finished members shall be true to line and free from twists and bends.
- C. SSPC "Steel Structures Painting Manual, Volume 2, Systems and Specifications".
- D. National Association of Architectural Metal Manufacturers (NAAMM): Metal Finishes Manual

1.3 SUBMITTALS, per Section 01 33 00

- A. Product Data: Furnish manufacturer's literature including paint, grout and recommendations for cleaning.
- B. Shop Drawings: Shall show dimensions, sizes, thicknesses, gauges, finishes, joining attachments and relationship of work to adjoining construction. Where items must fit and coordinate with finished surfaces and/or constructed spaces, take measurements at site and not from drawings. Where concrete, masonry or other materials must be set to exact locations to receive work, furnish assistance and directions necessary to permit other trades to properly locate their work. Where welded connectors, concrete or masonry inserts are required to receive work, shop drawings shall show exact locations required, and all such drawings shall be furnished to the trades responsible for installing the connectors or inserts. Catalogue work sheets showing illustrated cuts of item to be furnished, scale details and dimensions may be submitted for standard manufactured items.
 - 1. Provide templates for anchorage installations by others.

- C. Certificates: Submit certification signed by California registered civil or structural engineer indicating compliance with Contract Documents and code requirements where required.

1.4 SYSTEM DESCRIPTION

- A. Design Requirements: Drawings indicate metal sizes and shapes; unless otherwise specifically indicated, design components and fabrications of gauges and thicknesses

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Firm with minimum five years successful experience fabricating metal items similar to those required for Project.

PART 2 - MATERIALS

2.1 BASIC MATERIALS AND ACCESSORIES

- A. Miscellaneous steel plates and structural steel shapes conforming to ASTM A36-(latest edition).
- B. Bolts: Structural grade steel, ASTM A307-(latest edition), with suitable hex nuts and washers, all galvanized except where noted otherwise.
- C. Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron ASTM A47 or cast steel ASTM A27. Provide bolts, washers and shims as required, hot-dip galvanized, ASTM A153.
- D. Welding Materials: AWS D1.1, type required for materials being welded.
- E. Screws: Galvanized zinc, electro-plated or brass.
- F. Welding Electrodes: As permitted by AWS A5.
- G. Galvanizing:
 - 1. Galvanize fabricated items as shown and specified after fabrication in accordance with ASTM A123-09.
 - 2. Parts shall be made in suitable sections. First clean in a hot pickling bath to remove scale and then rinse clean with clear water. After pickling and washing, dip parts in liquid zinc tank sufficient length of time to heat parts to zinc temperature, then remove and allow to drip and cool; straighten as required.
- H. Non-Metallic Shrinkage Resistant Grout: Premixed, nonmetallic, non-corrosive, non-staining, shrinkage resistant product containing selected silica sands, Portland cement, shrinkage compensating agents, plasticizing and water-reducing agents, complying with CE-CRD-C621 and ASTM C1107, free of gas-producing or gas-releasing agents, oxidizing catalysts, inorganic accelerators and chlorides. Provide one of the following:
 - 1. "Five Star Grout" (U.S. Grout Corp.).
 - 2. "Masterflow 713" (Master Builders Co.).
 - 3. "Crystex" (L&M Construction Chemicals, Inc.).

- I. Fasteners and Anchorage Devices: Provide fasteners complying with the requirements of Industrial Fasteners Institute standards. Type, grade, class and style best suited for the respective purpose. Use countersunk flat-head Phillips type machine screws for exposed fasteners, except where Allen head screws are required. Use galvanized steel or stainless steel fasteners for exterior construction and for fastening components fabricated of galvanized steel except where specified otherwise. Fasteners exposed in finish surfaces to match finish of adjacent surfaces.
- J. Component Connections: Fabricate component connections to support specified design loads.
- K. Material Selection: Select materials for straightness, free of defects and irregularities.
 - 1. Exposed-to-view surfaces exhibiting pitting, seam marks, roller marks, "oil canning", stains, discolorations, and imperfections on finished units are not acceptable.
- L. Joints: Make exposed joints flush butt type, hairline joints where mechanically fastened; provide concealed connection devices with hidden fasteners.
 - 1. Fabricate continuous items with joints neatly fitted and secured.
 - 2. Ease exposed edges to approximate 1/32" uniform radius.
 - 3. Fabricate joints exposed to weather in manner to exclude water or provide weep holes where water could accumulate.
- M. Welding: Comply with AWS for recommended practices in welding each type of material; provide welds behind finished surfaces without distortion or discoloration on exposed side; dress exposed and contact surfaces.
- N. Exposed Mechanical Fastenings: Flush countersunk fasteners unobtrusively located, consistent with design of structure.
- O. Assemblage: fit and shop assemble in largest practical sections for site delivery.
- P. Dissimilar Materials: Separate dissimilar materials with bituminous paint where concealed, with preformed separators, or similar method to prevent corrosion.
- Q. Exposed Exterior Items:
 - 1. Apply the following cleaning, treatment and painting to exterior work which will be fully exposed or only partially exposed, and to exposed interior work in areas designated as high humidity areas.
 - 2. Clean by "Solvent Cleaning" method specified in SSPC-SP 1, followed by "Power Tool Cleaning" to remove loose mill scale and rust by methods specified in SSPC-SP 3, followed by "Pickling" to remove remaining mill scale and rust by methods specified in SSPC-SP 8. Power tool cleaning and pickling may be omitted from work fabricated from cold-rolled or cold-finished stock, and from castings, provided surfaces are not heavily rusted.
 - 3. Apply pretreatment as recommended by ferrous metal primer manufacturer.
 - 4. Apply prime coat of ferrous metal primer immediately after pretreatment to uniform dry film thickness.
- R. Preparation of Galvanized Non-Ferrous Metal
 - 1. Surface preparation:
 - a. Existing galvanized metal: SSPC-SP1 Solvent Clean to remove visible and soluble surface contaminants.

- b. New galvanized metal shall be prepared per SSPC-SP16 Brush-Off Blast Cleaning of Non-Ferrous Metals to create a dense, uniform and angular surface profile of 1.0 to 1.5 mils. When abrasive blasting is not practical use power tools that create a surface profile (1.0 to 1.5 mils) and do not burnish the surface. The purpose is not to remove zinc but to roughen the surface. If zinc is removed to expose substrate, bare substrate must be primed with a zinc-rich primer such as Tnemec Series 94-H2O | Hydro-Zinc.
2. Surface clean cuts and welds to bright metal.
3. Prime Coat/Tie-Coat: Series 66HS Hi-Build Epoxoline; 2.0 – 3.0 mils DFT
4. Color Finish: Series 1075 Endura-Shield II; 2.0 – 3.0 mils DFT
5. Total DFT: 4.0 – 6.0 mils.

PART 3 - EXECUTION

- 3.1 **CONDITION OF SURFACES:** Inspect all surfaces to receive site metal work and report all defects which would interfere with this installation. Starting work implies acceptance of surfaces as satisfactory.
- 3.2 **FIELD MEASUREMENTS:** Take field measurements prior to preparation of shop drawings and fabrication, where possible; do not delay job progress; allow for trimming and fitting where necessary.
- 3.3 **WORKMANSHIP**
 - A. Verify all measurements at job. Coordinate all metalwork with adjoining work for details of attachments, fittings, etc. Do all cutting, shearing, drilling, punching, threading, tapping, etc., required for site metalwork or for attachment of adjacent work. Drill or punch holes; do not use cutting torch. Shearing and punching shall leave true lines and surfaces. Obtain Owner's Representative's review prior to site cutting or making adjustments which are not part of scheduled work. Perform necessary cutting and altering for installation and coordination with other work.
 - B. Conceal all fastenings where feasible. Thickness of metal and details of assembly and supports shall give ample strength and stiffness. Form joints exposed to weather to exclude water.
 - C. Make all permanent connections in ferrous metal surfaces using welds where at all possible; do not use bolts or screws where they can be avoided.
 - D. Provide all lugs, clips, anchors, miscellaneous fastenings necessary for complete assembly and installation.
 - E. Set all work plumb, true, rigid, neatly trimmed out, accurately fitted and free from distortions or defects detrimental to appearance or performance. Miter corners and angles of exposed moldings and frames unless otherwise noted.
 - F. Where items must be incorporated or built into adjacent work, deliver to trade responsible for such work in sufficient time that progress of work is not delayed. Be responsible for proper location of such items.
 - G. Make provisions for erection stresses by temporary bracing; Keep work in alignment.

- H. Install ornamental metal items in accordance with manufacturer's recommendations, installation instructions, and approved shop drawings.
- I. Install items plumb, true and in correct relation to adjacent work, free from distortion or defects detrimental to appearance and performance.
- J. Prior to securing continuous items, adjust to ensure proper matching at butt joints and correct alignment throughout their length.
- K. Tolerances: Accurately align and locate components to required lines and levels to conform to following tolerances:
 1. Plumb: 1/8" in 10'-0"; 1/4" in 40'-0"; non-cumulative.
 2. Level: 1/8" in 20'-0"; 1/4" in 40'-0"; non-cumulative.
 3. Location: 3/8" maximum deviation from measured theoretical location (any member and location).

3.4 WELDING:

- A. Perform all welding in accordance with AWS Code D1.1. Welds shall be made only by operators experienced in performing the type of work indicated. Welds normally exposed to view in the finished work shall be uniformly made and shall be ground smooth. Where welding is done in proximity to glass or finished surfaces, such surfaces shall be protected from damage due to weld sparks, spatter, or tramp metal.
- B. Field Welding: Comply with AWS Welding Code for procedures related to field welding as related to appearance and quality of welds made and for methods used in correcting welding work. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. Obtain fusion without undercut or overlap. Remove welding flux immediately. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and contour of welded surface matches those adjacent.

3.5 BOLTED, SCREWED AND RIVETED CONNECTIONS

- A. In general, use bolts for field connections only and then only as detailed. Provide washers under all heads and nuts bearing on wood. Draw all nuts tight and nick threads of permanent connections to prevent loosening. Use beveled washers where bearing is on sloped surfaces.
- B. Where screws must be used for permanent connections in ferrous metal, use flat-head-type, countersunk, with screw slots filled and finished smooth and flush.
- C. Where rivets are used, they shall be machine-driven, tight, heads centered, countersunk, and finished flush and smooth.

3.6 SURFACE TREATMENT AND PROTECTIVE COATINGS

- A. Cleaning: Thoroughly clean all mill scale, rust, dirt, grease and other foreign matter from ferrous metal prior to any galvanizing, hot phosphate treatment or painting. Conditions which are too severe to be removed by hand cleaning methods shall be cleaned per SSPC "Surface Preparation Specifications," "Solvent Cleaning, SSPC-SP-1"; "Power Tool Cleaning, SSPC-SP-3"; or "Brush-Off Blast Cleaning, SSPC-SP 7"; as required.

3.7 GALVANIZING

- A. Galvanize fabricated items after fabrication in accordance with ASTM A123-66.
- B. Parts shall be made in suitable sections. First clean in a hot pickling bath to remove all scale and then rinse clean with clear water. After pickling and washing, dip parts in liquid zinc tank sufficient length of time to heat parts to zinc temperature, then remove and allow to drip and cool; straighten as required.

3.8 INSTALLATION

- A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions and directions for installation of anchorages, including concrete inserts, sleeves, anchor bolts and other miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to the project site. Deliver items which are to be built into the work of other Sections in time so as not to delay the progress of the Work.
- B. Protect finished surfaces against damage during construction and remove protection at time of substantial completion.
- C. Immediately after erection, clean field welds, bolted connections, marred and abraded surfaces. Paint and touch-up paint with the specified paint system. Touch up galvanized surfaces in accordance with ASTM A780.
- D. Replace items damaged in course of construction.

3.9 PROTECTION AND CLEANING, per Section **01 74 00**

- A. Remove all soil and foreign matter from finished surface and apply such protective measures as may be required to prevent damage or discoloration of any kind until acceptance of project.

END OF SECTION

**SECTION 32 33 00
SITE FURNISHINGS**

PART 1 - GENERAL

1.1 1.1 DESCRIPTION

- A. Furnish and install all site furnishings shown on drawings and specified in accordance with the manufacturer's instructions and as shown on the drawings and as specified.
- B. Related requirement specifications elsewhere:
 - 1. Section 32 13 12, SITE CONCRETE
 - 2. Section 32 15 12, STABILIZED AGGREGATE SURFACING

1.2 REFERENCES

- A. Perform work in accordance with all applicable laws, codes and regulations required by the City and the State of California.
- B. Manufacturer's Instructions:
 - 1. Where required in the Specifications that materials, products, processes, equipment or the like to be installed or applied in accordance with manufacturer's instructions, directions or specifications, or words to this effect, it shall be constructed to mean that said application or installation shall be in strict accordance with printed instructions furnished by the manufacturer of the material for use under conditions similar to those at the job site.
 - 2. All site furnishings shall be anchored or otherwise secured to prevent movement, unless stated otherwise. Provide concrete footings, corrosion resistant clips, etc. as accepted by the Owner's Representative.
- C. Reference Standards:
 - 1. Manufacturers' specifications and recommendations.

1.3 COORDINATION

- A. Coordinate items of other trades. Contractor shall be responsible for the proper installation of all accessories embedded in concrete and for the provision of connections, holes, openings, etc., necessary to the execution of the work of the trades.

1.4 SUBMITTALS: Section 01 33 00

- A. Submit product data sheets for all specified site furnishing shown in drawings and herein.

PART 2 - MATERIALS

2.1 PICNIC TABLES

- A. Timberform Greenway Tables by Columbia Cascade Company
 - 1. Standard Picnic Table; Model # 2164-6, Color: Black, Qty: 1

2. Accessible Picnic Table: Model # 2164-6, Color: Black, Qty: 1

2.2 BENCHES

- A. Timberform Giant Timber Seat
 1. ADA model with back, Model # 2219-12-B-ADA by Columbia Cascade Company, including required leveling spacers. Color: Black, Qty: 3
 2. ADA model without back, Model # 2219-12-B-ADA by Columbia Cascade Company, including required leveling spacers. Color: Black, Qty: 2

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION

- A. Install manufactured items in accordance with the manufacturer's instruction and as shown in the drawings and as specified herein.
- B. Perform all work in accordance with all applicable laws, codes and regulations required by State of California and the City of Sausalito.
- C. Set all work true and square, plumb and level. Remove and replace any wood that splits during or after erection until acceptance. Keep nailing neatly lined up.
- D. Fabricate wood in as long pieces as practical unless otherwise indicated. End joints shall occur at supports. Keep all work clean, accurately cut, closely fitted and set to the required lines and levels. Blunt exposed edges by sanding or with plane.
- E. Place washer under the head and nut of bolts where same bear on wood, except head of carriage bolt. Drill bolt holes same diameter as bolt.
- F. Size bolts to fit flush with nuts. Countersink nuts and bolts as detailed.
- G. Hammers with scored faces shall not be used in nailing.
- H. Supply all miscellaneous metal units and install as specified herein under the Sections entitled "Miscellaneous Metalwork" and "Galvanizing." Hot-dip galvanize all metal fastenings, angles, etc., after complete fabrication.
- I. Galvanized metal that is cut, damaged or modified after fabrication shall be immediately painted with Zinc-rich paint to prevent rusting.
- J. Touch up paint any damaged surfaces to match original finish as accepted by Owner's Representative.
- K. Set site furniture, level. Provide spacers under furniture to level as specified herein and acceptable to Owner's Representative
- L. Transport, store and handle precast units and manufactured items in a manner to avoid hairline cracks, staining or other damage. Store units free of the ground and protected from mud or rain splashes. Cover units, secure covers firmly, and protect the units from dust, dirt or other staining material.

3.2 CLEANUP, per Section 01 77 00.

END OF SECTION

**SECTION 32 84 00
IRRIGATION**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work in this section consists of furnishing, layout and installing an irrigation system complete, including certification of irrigation system installation as required by the State of California Model Water Ordinance described herein.
- B. Related work specified elsewhere includes:
 - 1. Section 31 10 00, SITE PREPARATION & PLANT PROTECTION
 - 2. Section 32 90 00, PLANTING

1.2 CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE REQUIREMENTS

- A. 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.
- B. Pursuant to the requirements of the California Model Water Efficient Landscape Ordinance, the Contractor shall submit a Certification of Installation to the Local Jurisdiction /water purveyor as described in the construction documents and these specifications. Certification shall at a minimum include the following documents:

- PART 1. Project Information Sheet
- PART 2. Certification of Installation according to the landscape documentation package.
- PART 3. Irrigation Scheduling and Controller Programming
- PART 4. Schedule of Landscape and Irrigation
- PART 5. Landscape Irrigation Audit Report
- PART 6. Soil Management/Analysis Report with verifying implementation, see Planting Specification for analysis requirements.

1.3 QUALITY ASSURANCE

- A. **Manufacturer's Specifications:** Follow manufacturer's current printed specifications and drawings in all cases where the manufacturers of articles used in the Contract furnish directions covering points not specified or shown in the drawings.
- B. **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, or larger size than is required by the above 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.

C. References, Codes and Standards:

1. State of California Model Water Efficient Landscape Ordinance
2. California Environmental Quality Act (CEQA)
3. Water Use Classification of Landscape Species (WUCOLS IV).
4. American Society of Irrigation Consultants (ASIC) Design Guidelines.
5. California Landscape Standards, California Landscape Contractors Association, (CLCA) Sacramento, California.
6. CAL-OSHA, Title 8, Subchapter 4-Construction Safety Orders and Subchapter 7-General Industry Safety Orders.
7. California Electric Code.
8. California Plumbing Code (UPC) published by the Association of Western Plumbing Officials.
9. NFPA 24, Section 10.4, Depth of Cover.
10. Underwriters Laboratories (UL): Electrical wiring, controls, motors and devices, UL listed and so labeled.
11. American Society of Testing Materials (ASTM).

D. Furnish without extra charge any additional material and labor when required by the compliance with all above mentioned codes and regulations, though the work be not mentioned in these specifications or shown on the drawings.

E. Experience: Assign a full-time employee to the job as supervisor for the duration of the Contract with a certified landscape technician, irrigation certification through CLCA or minimum of four (4) years experience in landscape irrigation installation.

F. 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 Owner's Representative.

G. Explanation of Drawings:

1. Due to the scale of the Drawings, it is not possible to indicate all piping offsets, fittings, sleeves, etc., which may be required. Carefully investigate the conditions affected all of the work and plan accordingly, and furnish all required fittings. Install system in such a manner to avoid conflicts with planting, utilities and architectural features.
2. Do not install the irrigation system as shown on the Drawings when it is obvious in the field that obstructions, grade differences or discrepancies in arc dimensions exist that might not have been considered in engineering. Bring such obstruction or differences to the attention of the Owner's Representative. Notify and coordinate irrigation Work with applicable contractors for location and installation of piping and sleeves through or under walls, pavement and structures. In the event this notification is not given, the Contractor shall assume full responsibility for any revision necessary.

H. Trench Interference with Tree Root Systems:

1. Prior to trenching, layout main and lateral line locations within Drip Line of trees and review locations with Owner's Representative. Relocate any lines that may interfere with existing root systems to avoid or reduce damage to root systems as accepted by Owner's Representative.

2. Mechanical Trenching is not allowed within dripline of existing trees to be protected except as approved by Landscape Architect
- I. Coordinate plant locations with emitter locations.
 1. Adjust plant locations in relation to the subsurface emitters as required to ensure that the plant roots receive the proper amount of water in order for it to thrive.
 2. Coordinate planting and irrigation and provide hand watering of emitter irrigated and drip irrigated areas as required to maintain moist root zones until end of plant

1.4 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show, if applicable, existing above and below grade structures and utilities that are known to the Owner. Locate known existing installations before proceeding with construction operations that may cause damage to such installations. Existing installations shall be kept in service where possible and damage to them shall be repaired with no adjustment of Contract Sum. Verify with Owner if As Built drawings are available.
- B. If other structures or utilities are encountered, request Owner's Representative to provide direction on how to proceed with the Work. If a structure or utility is damaged, take appropriate action to ensure the safety of persons and property.
- C. Verify location of existing irrigation systems to be removed and/or replaced. Maintain any existing systems as required by the Drawings and Specifications, including temporary retention of systems necessary to maintain existing on site and adjacent planting.

1.5 SUBMITTALS, in accordance with Section 01 33 00.

- A. Materials List:
 1. Submit required copies of the cut sheets and a complete list of materials proposed for installation, along with any proposed substitutions clearly identified and obtain the Owner Representative's written approval thereof before proceeding. Use only accepted materials and items of equipment.
 2. List all materials by manufacturer's name and model number.
 3. Submit to Local Water Purveyor with copy to the Owner Certification of Installation as required by the State of California Model Water Ordinance.
- B. Substitutions:
 1. If the Contractor desires to substitute a product, he shall list each item and note it as a "substitution" and provide the following information:
 - a. Descriptive information describing its similarities to the specified product.
 2. If the product is approved and, in the opinion of the Owner's Representative, the substituted product does not perform as well as the specified product, the Contractor shall replace it with the specified product at no additional cost to the Owner.
- C. Operations and Maintenance Manuals:

1. Prior to the final acceptance of the irrigation system, furnish three (3) individually bound Operation and Maintenance Manuals to the Owner's Representative for use by the Owner. The manuals shall contain complete enlarged drawings, diagrams and spare parts lists of all equipment installed showing manufacturer's name and address. In addition, each Service Manual shall contain the following:
 - a. Index sheet indicating the Contractor's name, address and phone number.
 - b. Copy of the Landscape Irrigation Audit
 - c. Copy of the 12-month irrigation schedule and estimate of annual water consumption
 - d. Copies of equipment warranties and certificates.
 - e. List of equipment with names, addresses and telephone numbers of all local manufacturer representatives.
 - f. Complete operating and maintenance instructions in sufficient detail to permit operating personnel to understand, operate and maintain all equipment.
 - g. Parts list of all equipment such as controllers, valves, solenoids and heads.
- D. As-Built Drawings:
1. Dimension the location of the following items from two (2) permanent points of reference such as building corners, sidewalks, road intersections, etc.:
 - a. Connection to existing water lines/meter.
 - b. Connection to electrical power.
 - c. Gate valves.
 - d. Routing of sprinkler pressure lines (a dimension at least every 100 feet and as required to identify all changes in direction and location).
 - e. Remote control valves.
 - f. Routing of control valves.
 - g. Quick coupling valves.
 - h. All sleeve locations.
 - i. Routing of all control wiring.
 - j. Include all invert elevations below 12".
 2. Deliver a reproducible As-Built Drawing to the Landscape Architect or Owner's Representative within seven (7) working days before the date of final review. Delivery of the record drawings shall not relieve the Contractor of the responsibility of furnishing required information in the future.
- E. Controller Plan:
1. Provide one Irrigation Diagram plan in each controller housing. The plan shall show the area controlled by each valve in different colors and for orientation, any major permanent structure such as buildings and roads.
 2. Charts to be waterproof and hermetically sealed between two pieces of transparent 10 mil thick plastic and installed in each controller on the door as accepted by the Owner's Representative no later than the time of the coverage test of the irrigation system.
- F. Maintenance Material - supply the following tools to the Owner:
1. Three (3) sets of specialized tools required for removing, disassembling and adjusting each type of sprinkler, valve or other equipment supplied on this project.
 2. Two (2) keys for each type of equipment enclosure.
 3. Two (2) keys for each type of automatic controller.

4. Two (2) keys for each type of valve (including square type key for valves larger than 2")
5. Two (2) quick-coupler keys and matching hose swivels for each type of quick-coupling valve installed.
6. All lock keys shall be keyed alike.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Furnish and deliver materials in manufacturer's packaging, bearing original legible labeling.
- B. The Contractor is cautioned to exercise care in handling, loading, unloading, and storing PVC pipe and fittings. All PVC pipe shall be transported in a vehicle which allows the length of the pipe to lie flat so as not to subject it to undue bending or concentrated external load at any point. Any section of pipe that has been dented, cracked, or otherwise damaged shall be discarded and, if installed, shall be replaced with new piping.

1.7 SEQUENCING AND SCHEDULING

- A. Acceptance: Do not install main line trenching prior to acceptance by Owner's Representative of rough grades completed under another Section.
- B. Coordination: Coordinate with the work of other sections to insure the following sequence of events:
 1. Sleeves and Conduits: Installation of all sleeves and conduits to be located under paving and through walls prior to placement of those materials.
 2. Bubbler Heads: Install after placement of tree, but prior to backfill with planter soil mix.
 3. On-Structure Equipment: Install piping and risers after waterproofing is accepted.
 4. Sprinkler Head in Pots: Install riser and seal the penetration of the pot prior to backfill of pot with drainage materials and planter soil mix.
 5. Coordinate work schedule with Owner to avoid disruption of landscape maintenance of existing landscaping.
 6. Install piping prior to soil preparation (planting soil amendment installation).

1.8 WARRANTY, per Section 01 78 36.

- A. In addition to manufacturer's guarantees and warranties, work shall be warranted for one (1) year from date of final acceptance against defects in material, equipment and workmanship. Warranty shall also cover repair of damage to any part of the premises resulting from leaks or other defects in materials, equipment and workmanship to the satisfaction of the Owner.
- B. Include a copy of the warranty form in the Operation and Maintenance Manual.

1.9 OPERATION

- A. Routine: Inspect and adjust all spray heads and control valves including raising or lowering of spray head heights to accommodate plant growth and weather conditions.
- B. Controller: Inspect regularly for power interruption and reset clock as required. Adjust station timing to accommodate changes in plant growth and weather conditions.
- C. System Failure: Perform all repairs within one (1) operating period. Replacements to match removed products and materials in all respects. Report promptly all damage not resulting from Contractor's operations. Repair all damage caused by Contractor at no expense to Owner.
- D. Climate Change: Set and program automatic controllers in response to seasonal requirements and requirements of newly planted materials.

PART 2 - PRODUCTS

2.1 PIPE

- A. Pressure Main Line Pipe and Fittings: All PVC fittings shall bear the manufacturer's trademark name, material designation, size, applicable I.P.S. schedule and NSF seal of approval.
- B. All main line pipe shall be solvent welded and shall be schedule 40 unless shown otherwise on the Drawings.
 - 1. PVC Pressure Rated Pipe: ASTM D2241 NSF approved Type I, Grade I, solvent welded PVC with an appropriate standard dimension ratio (S.D.R.).
 - 2. PVC Scheduled Pipe: ASTM D1785 NSF approved, Type I,
 - 3. Grade I, solvent welded PVC.
 - 4. PVC Solvent-weld Fittings: ASTM D2466 Schedule 40, 1-2, II-I NSF approved.
 - 5. Solvent Cement and Primer for PVC solvent-weld pipe and fittings: Type and installation methods prescribed by the manufacturer.
 - 6. Connections between Main Lines and RCVs: Schedule 80 PVC (threaded both ends) nipples and fittings unless required otherwise by local jurisdiction.
 - 7. Valves 2-inch and larger shall be flanged only.
 - 8. Copper pipe shall be Type K or Red Brass where threaded joints are required and Type L otherwise.
- C. All lateral line pipe shall be solvent welded and shall be schedule 40 unless shown otherwise on the Drawings.

2.2 CONDUITS & SLEEVES

- A. Sleeving shall be Schedule 40 PVC pipe sleeves and a minimum of two times the aggregate diameter of all pipes contained within the sleeve. Provide vertical sweep for all electrical conduit on each side of hardscape and terminate ends at 12" minimum depth and 12" from hardscape surface.

2.3 ISOLATION VALVE:

- A. Valves 3 inches and smaller: 125 lb. WSP bronze gate valve with screw-in bonnet, non-rising stem and solid wedge disc, NIBCO T-113 K, or approved equal. Valves shall be line size.
- B. Valves larger than 2": shall have square nut stem and o-ring connections for key operation.

2.4 QUICK COUPLER VALVES:

- A. Quick coupler valves shall be as listed on the Drawings with 10" diameter black box and black lid similar to isolation valve box described below.

2.5 BOX FOR ISOLATION & QUICK COUPLER VALVES

- A. 10" diameter black plastic, Ametek, Brooks, Christy, Rain Bird with bolt down black lid marked "irrigation," or accepted equal. Avoid locating valve in paved areas. Provide H/20 Loading concrete box with bolt-down concrete lid if valve is located in paved area. Obtain location approval by Owner's Representative.

2.6 REMOTE CONTROL VALVE: As shown on Drawings and with the following minimum requirements:

- A. Remote control valves shall be those normally manufactured for irrigation systems and shall have a slow, consistent speed of closure through entire closing operation, including last portion. To ensure this, the effective diaphragm working area/valve seating opening ratio must be a minimum 3 to 1.
- B. Shall be mechanically self-cleaning to help prevent diaphragm or solenoid port plugging. To ensure this, the flush rod should be tapered to vary the size of the port opening as the diaphragm raises and lowers, thus allowing trapped material to escape. Rod is to be finished with a serrated surface to help scrub trapped material out. Screens not acceptable.
- C. Shall have removable valve seat so valve can be repaired without removal from irrigation line.
- D. Shall have ability to operate manually without the use of wrenches or special keys.
- E. Shall have one-piece solenoid that attaches directly to valve without shunts or clips that can be lost.
- F. Shall have cross top handle to adjust maximum travel of diaphragm to allow "tuning" of valve and closure.

2.7 BOX FOR REMOTE CONTROL VALVE

- A. Rectangular black plastic valve box - Ametek, Carson, Christy, Rain Bird or accepted equal with non-hinged bolt down black colored lid marked "irrigation". Box body shall have knock outs. Do not saw cut body. The minimum size box is as shown on Drawings. Increase box size as required to fit. Valve box lids are to indicate the controller letter and station number of valve as accepted by Owner's Representative. Also refer herein to required polyurethane tag at valve solenoid control wire under Control Wires. Locate the identification in center of the lid. Provide separate box for each valve. Provide H/20 Loading concrete boxes with bolt-down concrete lids for all valves that occur in paved areas.

2.8 CONTROL WIRES

- A. Connections between automatic controllers and the solenoid-operated electric control valves shall be made with direct burial copper wire 14- AWG-UF 600 volt (minimum size). Pilot wires shall be a color other than white, and shall be a different color for each automatic controller with wires sharing a common trench. Common wires shall be white in color, with a different color stripe for each controller with wiring sharing the same common trench. No stripe is required if multiple controller wiring is not present.
- B. Size of wire shall conform to the remote control valve manufacturer's specification for control wire sizes, but in no case shall the control wire be smaller than #14. Runs over 2,000 lineal feet shall be #12- AWG-UF 600 volt copper wire.
- C. All wire splices are to be made within a valve box, with a copper crimp-type connector, and a "3-M" #DBY splice kit or Rain Bird "DBTWC25".
- D. Use continuous control wiring between controllers and remote control valves (no splices).
- E. Provide polyurethane tag at valve solenoid control wire that shows the controller number and station number. Also refer to valve box lid identification.
- F. Provide a spare control wire in each RCV box for future.

2.9 SPRAY HEADS

- A. Pop-up as shown on drawings and with the following minimum requirements:.
- B. Shall have approximately 30 psi water pressure coming out of nozzle to prevent "fogging" or misting. Shall have pressure-compensating devices.
- C. Shall have ability to prevent low head drainage. Use heads with integral check valves.
- D. EXAMPLE – Rain Bird 1800 Spray Body with SAM -PRS Series
- E. Shall not have spray blocked by turf or shrubbery; use minimum 4" pop-ups in turf areas.

2.10 ROTOR HEADS

- A. As shown on drawings and with the following minimum requirements:
- B. Heads shall have exact matched precipitation rates. Radius and precipitation rates must be the same.
- C. EXAMPLE – Rain Bird 5000/5000 Plus Series with MPR, PRS and SAM

2.11 SWING JOINTS

- A. Sprinklers and Bubblers: Use Dura, Lasco, Rain Bird or equal pre-assembled swing joints with O-rings.

2.12 Quick Coupling Valve: Dura 1-inch 1-A2-1-11-18 pre-assembled swing joint with O-rings and Dura quick lock to receive stabilizing rod.

2.13 SHRUB & TREE BUBBLERS

- A. As shown on drawings

2.14 DRIP EMMITTER IRRIGATION

- A. Drip Manifold:
 1. Pressure Regulator: Preset at 30 psi outlet pressure, $\frac{3}{4}$ " female threaded inlet and outlet, by RainBird, Torro or equal.
 2. Emitters: Xeri-Bug (XB Series) by RainBird, Toro EZ Drip Series, or equal.
 3. Flexible PVC: ASTM D2287 algae-resistant flexible PVC as recommended by manufacturer of Drip Emitters.
 4. Drip tubing: Conform to A. S. A. E. standards for minimum inside diameter and wall thickness, Minimum 2% carbon black, Salco $\frac{3}{4}$ " AR Drip PVC flexible drip hose, or equal.
 5. $\frac{3}{4}$ " Y-filter, 200 mesh.
 6. Toro DL 2000 Air/Vacuum Relief Valves and In-line Spring Check Valves.
 7. $\frac{3}{4}$ " manual PVC ball valve with extra 3' of hose coiled in valve box.
 8. Drip system in accordance with "RainBird Xerigation Low-Volume Landscape Irrigation Design Manual" and as shown on the drawings as required for a complete working system.

2.15 IN-LINE DRIP IRRIGATION

- A. As specified herein and as shown on the drawings and in accordance with manufacturer's recommendations. Provide all miscellaneous valves, filters fittings etc. required for a complete, operable system including the following:

1. Rain Bird XFCV with "Copper Shield" technology. Drip system in accordance with "RainBird Xerigation Low-Volume Landscape Irrigation Design Manual" and as shown on the drawings as required for a complete working system.
2. Pop-up operation indicator
3. Air/vacuum relief valves
4. Flush valves

B. Drip Valve Assembly: Size valve box large enough and deep enough to contain assembly and allow convenient access and easy removal of filter screen. Position filter pointed down, approximately 45 degrees.

C. Pressure regulator: Size regulator in accordance with flow rate. Do not over size. Use factory pre-set regulator at 30 PSI.

2.16 RCV IDENTIFICATION TAGS:

A. Plastic or brass tags with valve number, approximately 2" by 2" with number imprinted, as accepted by Owner.

2.17 MISCELLANEOUS INSTALLATION MATERIALS

A. Solvent Cement and Primers for Solvent-weld Joints: Make and type approved by manufacturer(s) of pipe and fittings. Maintain cement proper consistency throughout use.

B. Pipe and Joint Compound: Permatex: Do not use on sprinkler inlet port.

2.18 MISCELLANEOUS EQUIPMENT/ACCESSORIES

A. Concrete for equipment pads (and thrust blocks if Bell-Type Pipe with O-Rings is required): Poured-in-place Class A concrete per Section 20-2 of the Caltrans Standard Specifications.

B. Sleeves and Conduits: See Drawings.

C. Key(s) for Quick-Coupling Valves:

1. Type: Same manufacturer as Quick-Coupling Valve.

2.26 OTHER EQUIPMENT: As shown on Drawings and required for a fully functional irrigation system.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Sleeves and Conduits: Verify that all installed sleeving and conduits are undisturbed and are free of defects or errors introduced by the work of other sections.

- B. Water Meter/Water Pressure: Test and verify that existing water pressure is the minimum pressure at maximum system g.p.m. to operate the irrigation system as indicated on the drawings.
- C. Stub-outs: Verify that all stub-outs to be provided under another contract are correctly sized, located and installed as noted on Drawings.
- D. Notification: Submit written notification to Owner's Representative within ten (10) working days of above inspections describing all acceptable and non-acceptable site conditions.

3.2 CONNECTIONS TO SERVICES

- A. Provide and coordinate connection to water meter.
- B. Provide and coordinate connection of irrigation controller to electrical power source.

3.3 INSTALLATION

- A. Install irrigation system components in accordance with this Section, with the Drawings, with the manufacturer's recommendations, and with established industry standards. The Contractor shall do nothing that may jeopardize any manufacturer warranty.
- B. Existing Automatic Controller:
 - 1. Connection to Valves: Connect remote control valves to controller in clockwise sequence to correspond with station setting beginning with Stations 1, 2, 3, etc.
 - 2. Labeling: Affix controller letter (i.e., "A") on inside of controller cabinet door with minimum of one-inch (1") high permanent letter.
 - 3. Irrigation Diagram: Affix a non-fading, waterproof copy of irrigation diagram to cabinet door below controller name. Irrigation diagram to be sealed between two plastic sheets, 20 mil. minimum thickness. Use a legible reduced copy of the Record Drawing for the irrigation diagram clearly showing all valves operated by the controller, station, number, valve size, and type of planting irrigated. Color code area operated by each valve.
- C. Control Wiring:
 - 1. General: Install control wires in common trenches with sprinkler mains and laterals wherever possible. Lay to the bottom side of pipe line. Provide looped slack at valves. Snake wires in trench to allow for contraction of wires. Tie wires in bundles at 10 ft. intervals.
 - 2. Extra Length: Provide 30 inches (30") extra control wire at each remote control valve splice to facilitate the removal of the remote control bonnet to finish grade without cutting wires.
 - 3. Spare: Install one unconnected spare control wire running from the controller through each intermediate control valve box.
 - 4. Size: Minimum size of wire is to be determined strictly by the manufacturer's current printed specifications for remote control valves, but not smaller than #14.
 - 5. Detection Wire: Install a bare #12 copper wire or greater on top of the PVC supply line for the purpose of possible future mine detection search. Install the

control wires on the bottom of the PVC supply line with electrical tape every ten feet (10').

6. Splicing: Crimp control wire splices at remote control valves. Seal with specified splicing materials. In-line splices will be allowed only on runs exceeding 2500 feet and only in junction boxes.

D. Excavating and Trenching:

1. Prior to trenching, layout main and lateral line locations within Drip Line of trees and review locations with Owner's Representative. Relocate any lines that may interfere with existing root systems to avoid or reduce damage to root systems as accepted by Owner's Representative.
2. Dig trenches wide enough to allow a minimum of three inches (3") between parallel pipe lines. Provide a minimum cover from finish grade as follows:
 - a. 24-inches Deep: Over pipe on pressure side of irrigation control valve, control wires and quick-coupling valves.
 - b. 36-inches Deep: Over all pipe and pipe sleeves under roadways, parking lots, entrance to parking lots and Fire-Access Lanes per NFPA 24, Section 10.4.4.
 - c. 18-inches Deep: Over pipe on non-pressure side of irrigation control valve.
 - d. Direct Burial PVC Piping Under Pavement: Provide a minimum of 4 inches of sand backfill on all sides and 24 inches cover to bottom of paving.
 - e. As indicated on demolition plan, Prehistoric Site Area requires maximum 12" excavation depth.

E. Conduits and Sleeves:

1. Coordination: Provide conduits and sleeves and coordinate installation with other trades.
2. Extent: Install conduits and sleeves where control wires and pipes pass under paving or through walls as shown on Drawings. Extend twelve inches (12") beyond edges of paving and walls and cap ends until ready for use.

F. Pipeline Assembly:

1. Install pipe and fittings in accordance with manufacturer's current printed Specifications.
2. Clean all pipes and fittings of dirt, scale and moisture before assembly.
3. Solvent-welded Joints for PVC Pipes:
 - a. Solvents: Use solvents and methods specified by pipe manufacturer.
 - b. Curing Period: Minimum of one (1) hour before applying any external stress on the piping and at least 24 hours before placing the joint under water pressure.
4. Threaded Joints for Plastic Pipes:
 - a. Use Permatex on all threaded PVC fittings except sprinkler heads and quick coupler valve ACME threads.
 - b. Joining: Use strap-type friction wrench only. Do not use metal-jawed wrench. Assemble finger tight plus one or two turns.
5. Laying of Pipe:
 - a. Bedding On-grade: Remove from trench all rocks or clods. Bed pipe in at least 2 inches of soil excavated from trench. Backfill on all sides of piping to provide a uniform bearing.

- b. Snaking: Snake pipe from side to side of trench bottom to allow for expansion and contraction. Minimum allowance for snaking is one (1) additional foot per 100 ft. of pipe.
 - c. Moisture Restrictions: Do not lay PVC pipe when there is water in the trench. Do not assemble PVC pipe unless the pipe is dry.

- G. Closing of Pipe and Flushing of Lines:
 - 1. Capping: Cap or plug all openings as soon as lines have been installed to prevent entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation.

- H. Detection Wire and Warning Tape:
 - a. Install a bare # 12 copper wire or greater on top of the PVC supply line for the purpose of possible future mine detection search.

- I. Control Valves:
 - 1. Install in valve boxes where shown on Drawings and group together where practical. Install box flush with finish grade, not necessarily level. If valve occurs in drainage swale, relocate out of drainage swale as approved by Owner's Representative.
 - 2. Where two or more valves are installed adjacent to each other, provide at least six inches (6") separation. Align boxes in a row, perpendicular with pavement edge.
 - 3. Permanently mark valve box lid with 2" black valve number and controller letter or with numbered metal tag inside box as approved by Owner's Representative.
 - 4. Refer to control wiring for required spare wire in each valve box.

- J. RCV Identification Tags:
 - 1. Install in remote control valve box as recommended by manufacturer and as accepted by Owner's Representative.

- K. Pop-up Spray Heads and Rotors:
 - 1. Place all sprinkler heads in planting areas with top of heads set to finish grade or top of mulch as required.
 - 2. Place part-circle pop-up sprinkler heads two inches (2") from edge of and flush with top of adjacent walks, header boards, curbs and mowing bands or paved areas and 12 inches (12") from building foundations at time of installation.
 - 3. Set all sprinkler heads in turf to allow for settlement. Adjust as required after settlement. Hold heads two inches (2") clear of pavement edge.

- L. Bubblers:
 - a. Coordinate installation with planting contractor to insure timely and proper placement of heads at new planting.

- M. In-Line Drip Irrigation
 - 1. Coordinate plant locations with emitter locations. Refer to QUALITY ASSURANCE herein.
 - 2. Coordinate hand watering of emitter irrigated and drip irrigated areas. Refer to QUALITY ASSURANCE herein.

3. Coordinate emitter spacing with planting types and plant spacing as accepted by Landscape Architect. Install emitters at uniform **18 inches** on center maximum and 2 to 4 inches deep, except where emitter spacing and depth is shown otherwise.
4. Adjust spacing on slopes to prevent over watering at base of slopes. Install system in accordance with manufacturer's recommendations and as shown on the Drawings as required for a complete working system.
5. Provide air/vacuum relief valves at all high points on systems.
6. Provide filter as shown and as recommended by emitter manufacturer.
7. Tape pipe ends during installation and do not allow dirt or debris to enter pipe.
8. Use emitter line with the specified emitter flow rate and emitter spacing. Assemble dripper line to allow water to flow continuously and directly, with no dead ends or dead end loops between control valve and flush valve.
9. Use fittings at sharp bends and do not allow dripper line to kink.
10. Install emitter line around perimeter of planter not more than 3 inches off edge for ground cover and turf, 18 inches maximum for shrub planting.
11. Adjust alternate rows so emitters are spaced in a triangular pattern.
12. Collect water from multiple dripper lines and convey the water to automatic line flush valve.
13. Install flush valve at end(s) of collector laterals so that entire system will flush and be free of dirt and debris.
14. Flush valves shall be open when water is turned on for the first time and after a break in the main or lateral lines. Extend collector lateral as required and locate flush valve at convenient accessible location.
15. Flush the systems weekly through the first month of the maintenance period.
16. Thoroughly saturate soil prior to planting. Provide additional surface watering as required to keep plant root systems moist during planting establishment period.

N. Drip Emitter Irrigation:

1. Install system in accordance with "RainBird Landscape Irrigation Design and Specifications Xerigation Products and Details" or equal and as shown on the Drawings as required for a complete working system.
2. Install Toro DL 2000 Air/Vacuum Relief Valves at high points in system.
3. Install manual PVC ball valve with extra 3' of hose coiled in valve box at end(s) of collector laterals so that entire system will flush and be free of dirt and debris.
4. Install a continuous PVC irrigation mainline warning tape 12" above the supply line.

3.4 MISCELLANEOUS EQUIPMENT

- A. Install miscellaneous equipment with concrete footings, brackets, etc., as required and as recommended by manufacturer.

3.5 FIELD QUALITY CONTROL

A. Testing of Irrigation System:

1. Make hydrostatic tests with risers capped when welded PVC joints have cured at least 24 hours. Center load piping with backfill to prevent pipe from moving under pressure. Keep all couplings and fittings exposed.

2. Install two (2) pressure gauges at opposite ends of main line system. Pump system up to a minimum of 125 psi the day preceding the scheduled test and verify that pressure is holding. Inspect system early following day and immediately notify Owner's Representative if the test confirmation must be postponed.
3. Apply continuous static water pressure of 125 psi in accordance with Caltrans Standard Specifications Section 20-2, except after a drop in pressure (5 psi maximum), then the pressure must stabilize and remain stable for a one (1) hour minimum period before acceptance of the test.
4. Leaks detected during tests shall be repaired and test repeated until system passes tests at no additional cost to Owner.

B. Irrigation Audit Report with Certificate of Completion

1. Per the requirements of the California Model Water Efficient Landscape Ordinance, the Contractor shall perform an irrigation audit and provide a report with certificate of completion to the local agency that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule. Irrigation audits shall be conducted by a CLIA Certified landscape Irrigation Auditor by the Irrigation Association. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

C. Adjustment of the System:

1. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways and buildings. Adjust the arc and radius as applicable.
2. Include as a part of the work any nozzle changes or arc adjustments necessary due to daytime windy conditions during grass establishment period. After grass has been established and watering can be performed during calm early morning or evening hours, make any required adjustments to nozzles and arcs.
3. Set all sprinkler heads perpendicular to finished grades unless otherwise noted on the drawings.
4. When the landscape sprinkler system is completed and before planting, perform a coverage test in the presence of the Owner's Representative to determine if the water coverage for planting areas is adequate.
5. Test controllers individually in the presence of the Owner's Representative and the Landscape Architect. Demonstrate that all control valves operate electronically. Provide vehicles and radio equipment as necessary to expedite this process.
6. Demonstrate to Owner's Representative that irrigation scheduling programmed into controller is adequate for plant requirements without causing runoff, and that scheduling capacities of controller are utilized.

3.6 IRRIGATION SCHEDULING AND CONTROLLER PROGRAMMING

- A. Per the requirements of the California Model Water Efficient Landscape Ordinance All irrigation schedules and programs shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health.

- B. Irrigation controller Scheduling and Programming Parameters to be conducted by a CLCA Certified Irrigation manager and submitted to the local agency as part of the Certificate of Completion.
- C. Parameters used to set the automatic controller shall be developed for each of the following:
 - 1. Plant establishment period
 - 2. Established landscape period
 - 3. Temporary irrigated area (if applicable)
- D. Each irrigation schedule shall consider for each station all of the following that apply:
 - 1. Irrigation interval (days between irrigation)
 - 2. Irrigation run times (hours or minutes per irrigation event to avoid runoff)
 - 3. Number of cycle starts required for each irrigation event to avoid runoff
 - 4. Amount of applied water scheduled to be applied on a monthly basis
 - 5. Application rate setting
 - 6. Root depth setting
 - 7. Plant type setting
 - 8. Soil type
 - 9. Slope factor setting
 - 10. Shade factor setting
 - 11. Irrigation uniformity or efficiency setting
- E. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (CIMIS or soil moisture sensor data).

3.7 BACKFILL AND COMPACTING

- A. General: After system is operating and required tests and reviews have been made, backfill excavations and trenches with clean soil, free of debris.
- B. Backfill for All Trenches: Regardless of the type of pipe covered, compact to minimum 95% density under pavements and 85% under planted areas.
- C. Finishing: Dress off areas to finish grades. Re-dress any areas which subsequently settle.
- D. Owner's testing agency will test backfill compaction in areas under paving.

3.8 MAINTENANCE

- A. The entire sprinkler irrigation system shall be under full automatic operation for a period of 2 days prior to any planting.
- B. The Owner's Representative reserves the right to waive or shorten the operation period.
- C. Maintain/repair system for full duration of plant maintenance period.

3.9 REVIEWS PRIOR TO ACCEPTANCE

- A. Notify the Owner's Representative in advance for the following reviews, according to the time indicated:
 - 1. Supply line pressure test and control wire installation - 72 hours.
 - 2. Coverage and controller test - 72 hours.
 - 3. Final review - 7 days.
- B. No reviews will commence without record drawings, without completing previously noted corrections, or without preparing the system for review.

3.10 FINAL REVIEW AND CLEANUP, per Section 01 77 00.

- A. Operate each system in its entirety for the Owner's Representative at time of final review. Any items deemed not acceptable by the Owner's Representative shall be reworked to the complete satisfaction of the Owner's Representative.
- B. Provide evidence to the Owner's Representative that the Owner has received all accessories and equipment as required before final review can occur.
- C. Final acceptance and start of warranty period will occur no earlier than the end of the plant maintenance period.
- D. For time of final review, Contractor shall arrange a meeting with the Owner's maintenance personnel to demonstrate the operation of the irrigation systems automatically in order to verify acceptance and to familiarize the maintenance personnel with the system and recommended programming.

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, including soil sampling as required by the State of California Model Water Ordinance.
- B. Related work specified elsewhere includes:
 - 1. Section 31 10 00, SITE PREP & PLANT PROTECTION
 - 2. Section 32 84 00, IRRIGATION

1.2 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. All local, municipal and state laws, codes and regulations relating to all portions of this work are to be incorporated as part of these Specifications. These specifications shall not be construed to conflict with any of the above codes, regulations or requirements. The Specifications and Drawings shall take precedence when they call for materials, workmanship or construction of a better quality or higher standard than required by the above mentioned codes and regulations. Furnish without extra charge additional materials and labor required to comply with above rules and regulations.
 - 2. State of California Model Water Ordinance
 - 3. Public utility agency having jurisdiction over the project work.
 - 4. "American Standards for Nursery Stock," American Association of Nurseryman, 230 Southern Building, Washington, D.C. 20005.
 - 5. International Society of Arboriculture, Guide for Plant Appraisal, latest version.
 - 6. US Composting Council Compost Analysis Program (CAP)
 - 7. US Composting Council (USCC) Seal of Testing Assurance (STA) program.
 - 8. Test Methods for the Evaluation of Composting and Compost (TMECC)
 - 9. Manufacturer's recommendations.
- B. Qualifications:
 - 1. Experience: Assign a full-time employee to the job as foreperson for the duration of the Contract who is certified landscape technician, certification through CLCA or minimum of five (5) years experience in landscape installation and maintenance supervision, with experience or training in turf management, entomology, pest control, soils, fertilizers and plant identification
 - 2. Labor Force: Provide a landscape installation and maintenance force thoroughly familiar with, and trained in, the work necessary to complete the tasks described herein in a competent, efficient manner acceptable to the Owner.
- C. Requirement
 - 1. 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.

2. Supervision: The foreperson 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.
3. 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.
4. Protect all existing and new plants from construction activities, deer & rodents: Contractor shall be responsible for protection of all planting per Part 3.

D. Plant Material Standards:

1. Quality and Size of Plants: Conform to the State of California Grading Code of Nursery Stock, No. 1 grade. 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, including Phytophthora. 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. Soils & Amendment Testing

1. All soils & amendments to be tested for suitability by one of the following accredited soil testing laboratories (or approved equal). Components of the test shall include all major nutrients, pH, salinity, boron, sodium, micronutrients, copper, zinc, manganese and iron, adsorption rate, organic content and texture. The laboratory report shall include recommendations for adjusting fertilizer and amendment quantities.

Lucchesi Plant & Soil Consulting
Los Gatos, CA (408) 337-2575

Waypoint Analytical, Inc.
4741 E. Hunter Ave, Suite A, Anaheim, CA 92807; (717) 282-8777

Wallace Laboratories, LLC
365 Coral Circle, El Segundo, CA 02345; (310) 615-0016

2. Upon approval of the laboratory's report by the Landscape Architect, the recommendations in the report shall become a part of the Specifications and the soil preparation procedures, quantities of soil amendment, fertilizer and other additives shall be adjusted to conform with the report at no additional cost to the owner. Note that there is a minimum quantity of organic amendment specified elsewhere in this specification section.
3. Significant issues with soil quality will require soil to be retested in the locations identified on Soil Analysis Plan, prior to proceeding with plant installation, to ensure that the recommendations in the report have been followed and the In-Situ Topsoil is horticulturally suitable as described in Part 2.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms. Subsoil is defined as either existing site soil located below the topsoil prior to construction activities, or select fill used for rough grading during construction. Subsoil cannot be considered for use as planting soil.

- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally 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 larger than 2 inches (50 mm) in diameter; and free of weeds, roots, toxic materials, or other non-soil materials.
- D. Planting Soil: Approved existing topsoil or imported planting soil, meeting the requirements herein. Subsoil cannot be considered for use as planting soil.

1.4 SUBMITTALS, per Section 01 33 00.

- A. The following shall be submitted to the landscape architect for approval prior to the installation of landscape materials and products.
 - 1. Manufacturer's Technical data sheets for fertilizers, turf, and all other products and materials listed herein.
 - 2. Manufacturer's technical data sheets for amendments. Reports to be dated no more than 3 months prior to soil preparation.
 - 3. 1-pint samples of imported soils, organic amendments/compost, mulches, and cobbles.
- B. Submit planting soil and organic amendment laboratory reports a minimum of [3] weeks prior to beginning soil prep. See below for required soil analysis reports.
- C. Required Soil Analysis Reports. Reports to be dated no more than [3] months prior to soil preparation.
 - 1. Soil Analysis Plan: Contractor to submit annotated plan showing confirmed locations of all required soil tests. Each location is to be identified with a unique label.
 - 2. Existing Planting Soil Analysis: After approval of the Soil Analysis Plan, rough grading, and topsoil placement, contractor to obtain 3 representative samples of in situ topsoil taken from approved site locations at depth of 4" to 6" below finish grade and submit to an accredited soils testing laboratory for "horticultural suitability" analysis, including particle size, infiltration rate, and evaluation of physical and chemical properties of soil and recommendations for adding amendments and fertilizers to the soil.
 - 3. Imported Planting Soil Analysis: Contractor to submit an "horticultural suitability" analysis report from an accredited soils testing laboratory, including particle size, infiltration rate, and evaluation of physical and chemical properties of soil and recommendations for adding amendments and fertilizers to the soil. Soil to conform to requirements in Part 2.
 - 4. Amended Planting Soil Analysis: Significant issues with soil quality will require soil to be retested in the locations identified on Soil Analysis Plan, prior to proceeding with plant installation, to ensure that the recommendations in the report have been followed and the final Planting Soil is horticulturally suitable as described in Part 2.

- 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.
- E. Delivery Receipts upon request by Owner, provide delivery receipts for quantities of soil & amendments delivered to the site.
- F. Representative photos of trees with measuring pole and plant species (unless trees or plants previously tagged at nursery by landscape architect). Identified and dated photos of trees and plants to be the trees and plants delivered to site and not a stock photograph.
- G. Entire plant quantity delivered to the site. Plants to be reviewed prior to installation during a single site visit.

1.5 WARRANTY AND REPLACEMENT

- A. Maintenance Period: See Part 3.
- B. Warrant all plants 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.
- C. Replace all dead and damaged plants and plants not in a vigorous condition immediately upon discovery and as directed by the Owner's Representative and at no cost to the owner. Install replacement plants before the final acceptance of the maintenance period in the size specified.
- D. Warrant all products, prepared soils and plant material installed and maintained by contractor against defects for a period of one year after final acceptance of the maintenance period.

PART 2 - PRODUCTS

2.1 EXISTING PLANTING SOIL:

- A. Existing Planting Soil is defined as on-site topsoil that is either to be removed and stockpiled for reuse or to remain in place during construction. 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. The soil shall be fertile, friable, natural, productive soil containing a normal amount of humus, and shall be capable of sustaining healthy plant life. 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, equisetum, or Bermuda grass, etc.
- B. If herbicide contamination is suspected then a radish/ryegrass growth trial must be performed. Consult with Landscape Architect prior to decision to test or not.
- C. Amended Planting Soils are to conform with the following target levels. Elements are expressed as mg/kg dry soil or mg/l for saturation extract.

pH value	6.5-7.9,	iron	4-15 mg/kg
lime	none present	manganese	0.6-3.0 mg/kg
salinity (ECe)	0.5-3 milli-mho/cm	zinc	1-3 mg/kg
chloride	<150 ppm	copper	0.2-3.0 mg/kg
nitrate	20-30 ppm	boron	0.2-0.5 mg/kg
SAR	<3	magnesium	25-100 mg/kg
phosphorus	8-20 mg/kg	sodium	<200 mg/kg
potassium	60-180 mg/kg	sulfur	25-100 mg/kg

- D. Sufficient on-site surface topsoil is not available. Contractor is to provide imported planting soil as specified below. Placement of dissimilar soils shall be coordinated with irrigation zones by the contractor to maintain separate valves for dissimilar soils.
- E. Submit soil analysis report from an approved soils laboratory for approval by the Landscape Architect. Refer to Part 1 for soil testing requirements.

2.2 IMPORTED PLANTING SOIL:

- A. 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.
- B. Imported Planting Soils are to conform with the following target levels. Elements are expressed as mg/kg dry soil or mg/l for saturation extract.

pH value	6.5-7.9,	iron	4-15 mg/kg
lime	none present	manganese	0.6-3.0 mg/kg
salinity (ECe)	0.5-3 milli-mho/cm	zinc	1-3 mg/kg
chloride	<150 ppm	copper	0.2-3.0 mg/kg
nitrate	20-30 ppm	boron	0.2-0.5 mg/kg
SAR	<3	magnesium	25-100 mg/kg
phosphorus	8-20 mg/kg	sodium	<200 mg/kg
potassium	60-180 mg/kg	sulfur	25-100 mg/kg

- 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. Submit soil analysis report from an approved soils laboratory for approval by the Landscape Architect. Refer to Part 1 for soil testing requirements.
- E. Following approval of the sample, provide a one-half cubic yard sample, which shall be stored at the site of work for comparison with sample and subsequent loads of soil. The comparison sample shall be protected by a cover until the installation of all soil has been completed and accepted.

2.3 IMPORTED SHORELINE SOIL:

- A. Shoreline soil to be appropriate for intertidal plant growth, such as relocated dredge material or approved equal. Soil should be greater than 75% fines in order to provide the substrate necessary to support the anticipated project vegetation. Soil to be tested for organic matter and if necessary, amended with compost from intertidal biosolids or with direct nutrient addition. Contractor to receive final soil and amendment approval from geotechnical or soil marine engineer and present approval to landscape architect.

2.4 ORGANIC AMENDMENT FOR PLANTING SOILS:

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

<u>Percent Passing</u>	<u>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	0.4% minimum
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.	350 minimum
Nitrogen stabilized - dry weight basis,	0.5% minimum
Salinity (ECe):	4.0 maximum
Organic Content:	90% minimum
Reaction (pH):	4.0 minimum

- B. Submit sample, product's technical data sheet, and analysis report from an approved soils laboratory for approval by the Landscape Architect. The analysis report should include compliance to the specifications above and directions for product use.
- C. Contractor may use Composted Yard Waste Amendment in lieu of the above specified Organic Amendment pending approval of product' technical data sheet.

2.5 COMPOSTED YARD WASTE AMENDMENT FOR PLANTING SOILS:

- A. The above ORGANIC AMENDMENT FOR PLANTING SOILS is the specified organic amendment material. Acceptance of Composted Yard Waste Amendment in lieu of the above specified amendment material will be considered if the in situ planting soil salinity and soil structure is favorable for the inclusion of recycled yard waste organic matter, as approved by the Landscape Architect.
- B. The composted yard waste amendment shall be a mixture of feedstock materials including green material consisting of chipped, shredded, or ground vegetation and mixed food waste, or clean processed recycled wood products. Single source, biosolids (sewage waste) compost will not be acceptable.

- C. The addition of the compost shall result in a final ECe of the amended soil of less than 4.0 dS/m @ 25 degrees C. as determined in a saturation extract. Use the following table to determine the maximum allowable Ece (dS/m of saturation extract) of compost at desired use rate and allowable Ece increase.

DESIRED USE RATE		MAXIMUM ALLOWABLE Ece INCREASE FROM AMENDMENT		
Cu. Yds. Amendment Per 1000 Sq. Ft. for Incorporation to 6" depth	Volume percentage of amendment	1 dS/m	2 dS/m	3 dS/m
		Maximum ECe of Compost		
1	5	14	28	42
2	11	7	14	21
3	16	5	9.5	14
4	22	3.5	7	10.5
5	27	3	5.5	8.5
6	32	2.5	4.5	7

Example: Specification calls for 6 cu. Yrds. Compost per 1000 sq. ft. for incorporation to 6" depth, and site soil has an ECe of 2.0. In order to avoid exceeding ECe of 4 in final blend, compost ECe shall be less than 4.5 dS/m.

- D. Composted Yard Waste Soil Amendment properties to conform to the following:
1. Gradation:

<u>% Passing by weight</u>	<u>Sieve Designation</u>
90	1/2"
85-100	9.51 mm 3/8"
50-80	2.38 mm No. 8
0-40	500 micron No. 35
 2. Organic Content: Minimum 50% based on dry weight and determined by ash method. Minimum 250 lbs. organic matter per cubic yard of compost.
 3. Carbon to nitrogen ratio: Maximum 35:1 if material is claimed to be nitrogen stabilized.
 4. pH: 5.5 – 8.0 as determined in saturated paste.
 5. Soluble Salts: See D. above.
 6. Moisture Content: 35-60%.
 7. Contaminants: The compost shall be free of contaminants such as glass, metal and visible plastic. Heavy meals, fecal coliform and Salmonella shall not exceed levels outlined as acceptable in the California integrated waste management regulations.
 8. Maturity: Physical characteristics suggestive of maturity include:
 - a. Color: Dark brown to black.
 - b. Acceptable Odor: None, soil-like, or musty.
 - c. Unacceptable Odor: Sour, ammonia or putrid.
 - d. Particle Characterization: Identifiable wood pieces are acceptable, but the balance of the material shall be soil-like without recognizable grass or leaves.
- E. Submit sample, product's technical data sheet, and analysis report from an approved soils laboratory for approval by the Landscape Architect. The analysis report should include compliance to the specifications above, directions for product use, and a list of

ingredients. It is the Contractor's responsibility to secure test of the proposed composted yard waste amendment (2 quart sample) and submit to a Soils Laboratory for evaluation and recommendations. The composted yard waste amendment sample shall be a grab sample from the currently available material that has been tested within the last 30 days and shall include the composter's Compost Technical Data Sheet that includes lab analytical test results and directions for product use along with list of ingredients. Refer to Part 1 for soil testing requirements.

- F. Based on the Soils Laboratory evaluation, the addition of composted yard waste amendment shall not be acceptable if it creates a leaching requirement.

2.6 PLANTS

- A. Plant the variety, quantity and size indicated on drawings. The total quantities indicated on the drawings are considered approximate and furnished for convenience only. Contractor shall perform plant quantity calculations and provide all plants shown on the drawings.
- B. Measure trees and shrubs with branches in normal position. Height and spread dimensions indicated refer to the main body of the plant, and not from branch tip to tip.
- C. Take precautions to ensure that the plants will arrive at the site in proper condition for successful growth. Protect plants in transit from windburn and sunburn. Protect and maintain plants on site by proper storage and watering.
- D. Install healthy, shapely and well rooted plants with no evidence of having been root-bound, restricted or deformed.
- E. Tag plants of the type or name indicated and in accordance with the standard practice recommended by the American Association of Nurserymen.
- F. Substitutions will not be permitted, except as follows:
 - 1. If proof is submitted to the Landscape Architect that any plant specified is not obtainable, a proposal will be considered for use of nearest equivalent size or variety with an equitable adjustment of contract price.
 - 2. Substantiate and submit proof of plant availability in writing to the Landscape Architect within 10 days after the effective date of Notice to Proceed.
- G. Tree Form
 - 1. Trees shall have a symmetrical form as typical for the species/cultivar and growth form.
 - 2. Central Leader for Single Trunk Trees: Trees shall have a single, relatively straight central leader and tapered trunk, free of co-dominant stems and vigorous, upright branches that compete with the central leader. Preferably, the central leader should not have been headed; however, in cases where the original leader has been removed, an upright branch at least 1/2 the diameter of the original leader just below the pruning point shall be present.
 - 3. Potential Main Branches: Branches shall be evenly distributed radially around and appropriately spaced vertically along the trunk, forming a generally symmetrical crown typical for the species.
 - 4. Headed temporary branches should be distributed around and along the trunk as noted above and shall be no greater than 3/8" diameter, and no greater than 1/2 diameter of the trunk at point of attachment.

H. Tree Trunk

1. Trunk diameter and taper shall be sufficient so that the tree will remain vertical without the support of a nursery stake.
2. Trunk shall be free of wounds (except properly-made pruning cuts), sunburned areas, conks (fungal fruiting-bodies), wood cracks, bleeding areas, signs of boring insects, galls, cankers and/or lesions.
3. Tree trunk diameter at 6" above the soil surface shall be within the diameter range shown for each container size below, except where shown otherwise:

<u>Container</u>	<u>Trunk Diameter</u>	<u>Soil level from Container Top</u>
5 gallon	0.5" to 0.75"	1.25 to 2"
15 gallon	0.75" to 1.0"	1.75 to 2.75"
24" Box	1.5" to 2.5"	2.25 to 3"
36" Box	>2.5"	2.25 to 3"

4. Tree trunks shall be undamaged and uncut with all old abrasions and cuts completely callused over. Do not prune plants prior to delivery.

I. Tree Roots

1. Trunk root collar (root crown) and large roots shall be free of circling and/or kinked roots. Contractor may be required to remove soil near the root collar in order to verify that circling and/or kinked roots are not present.
2. The tree shall be well rooted in the container. When the trunk is lifted the trunk and root system shall move as one and the rootball shall remain intact.
3. The top-most roots or root collar shall be within 1" above or below the soil surface. The soil level in the container shall be within the limits shown in above table.
4. The rootball periphery shall be free of large circling and bottom-matted roots.
5. On grafted or budded trees, there shall be no suckers from the root stock.

2.7 FERTILIZERS

A. General Landscape Fertilizers

Commercial fertilizer, pelleted or granular form, conform to the requirements of Chapter 7, Article 2, of the Agricultural Code of the State of California for fertilizing materials as follows:

Type A:

6% Nitrogen, 20% Phosphorus Acid and 20% Potash, (6-20-20)

Type B:

21 gram planting tablets 20% Nitrogen, 10% Phosphoric Acid and 5% Potash (20-10-5) available from Agriform or 10gm BestPacks packets 20% Nitrogen, 10% Phosphoric Acid and 5% Potash (20-10-5) available from Best Fertilizer Co.

Type C (Maintenance Fertilizer)

Complete fertilizer 21% Nitrogen, 7% Phosphoric Acid and 14% Potash (21-7-14).

If commercial fertilizer having the above analysis is not obtainable, other similar commercial fertilizer may be used providing it meets the approval of the Landscape Architect.

2.8 IRON OR FERROUS SULFATE: Dry form.

- A. Essential 20% Ferrous (Iron) Sulfate. A soluble product that can be broadcast or incorporated. Analysis of 20% Iron, 18% Sulfur.

2.9 EROSION CONTROL NETTING

- A. New, with a uniform, open plain-weave, flame-retardant mesh. The mesh shall be [natural brown-tan] and made from unbleached single jute yarn. The yarn shall be of loosely twisted construction and shall not vary in thickness by more than one-half its normal diameter. Furnish jute mesh in rolled strips to meet the following requirements:
 - Width: 48 inches, with a tolerance of one-inch wider or narrower.
 - Not less than 78 warp ends per width.
 - Not less than 41 weft ends per yard.

2.10 PERFORATED DRAIN PIPE

- A. Polyvinyl Chloride (PVC) pipe and pipe fittings shall meet extra strength minimum of SDR-35 of the requirements of ASTM Specification D3034.
- B. Perforated and non-perforated corrugated polyethylene pipe, 3- to 10-inch diameter, shall meet the requirements of ASTM D883 and ASTM F412, and shall conform to Section 68 of the Standard Specifications.
- C. Corrugated polyethylene pipe fittings shall comply with all requirements of AASHTO M-252-85I for 3- to 10-inch diameter pipe. Couplings shall be split or snap-on type for perforated pipe and split couplings with gaskets for non-perforated pipe. Cutting pipe with integral couplings will not be allowed.
- D. Corrugated polyethylene pipe and fittings manufactured by Advanced Drainage Systems, Inc., shall be considered the standard to determine compliance to this specification.
- E. Inspection Tube Cap: Paint cap one coat chocolate-brown color using Flat, exterior grade latex paint as accepted by Owner's Representative.

2.11 FILTER FABRIC / PERMEABLE LANDSCAPE FABRIC

- A. Polyester or polypropylene non-woven filter fabric with uniform fiber distribution by "Terra Bond" #1115, "Mirafi, Inc." #140N, or approved equal.

2.12 PERMEABLE DRAIN ROCK

- A. Permeable drain rock used in subsurface drain installations to be Class 2 permeable material in conformance with Section 4-68 "Subsurface Drains" of the Caltrans Construction Manual; gradation to 3/4" maximum size. Submit Sample for approval.

2.13 TREE STAKES

- A. Unless otherwise shown on drawings, provide two-inch (2") diameter by eight feet (8') long for trees less than 8' high and 1" caliper.

- B. Unless otherwise shown on drawings, provide three-inch (3") diameter by eight to ten feet (8' - 10') long for trees greater than 8' high and 1" caliper.

2.14 TREE TIES

- A. Unless otherwise shown on drawings, provide rubber strap, 24-inch minimum length without sharp edges adjacent to trunk, V.I.T. cinch-tie, Dublin, CA, (818)882-9530, or approved equal.

2.15 TREE GUYING SYSTEM:

- A. For trees larger than 3" caliper, 3/16" galvanized steel cable, with rubber tree collar, 12" minimum long, and secured with cable clamp, and attached to anchor for below-grade location, Duckbill Model 40 DTS, or approved equal.
- B. Rootball guying system with three dead man anchors per tree as shown on drawings.

2.16 MULCH

- A. Organic Mulch:
 - 1. Forest floor bark mulch by American Soil and Stone
- B. Submit samples of mulch for approval by Landscape Architect until acceptable to Owner, at no extra cost.

PART 3 - EXECUTION

3.1 PLANT PROTECTION AND REPLACEMENT

- A. Inspect and protect all existing and new plants and trees against damage from construction activities, 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.
- B. Repair all damaged planted areas. Replace plants and re-seed or re-sod turf immediately upon discovery of damage or loss.

3.2 TOPSOIL STRIPPING AND STOCKPILING

- A. Strip existing planting soil to whatever depths encountered in areas that may be compacted due to construction activities and 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.
- B. Remove heavy growths of grass from areas before stripping.
- C. Stockpile existing planting soil in storage piles in areas shown, or where designated by Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

- D. If herbicide contamination is suspected then a radish/ryegrass growth trial must be performed. Consult with Landscape Architect prior to decision to test or not.

3.3 GENERAL PREPARATION OF PLANTING SOIL

- A. Submit soil analysis report of amended soils from an approved soils laboratory for approval by the Landscape Architect. Refer to Part 1 for soil testing requirements.
- B. All planting soils to be amended as specified in soil laboratory analysis report(s).
- C. Provide a minimum of [12"] depth of amended planting soil in all planting areas, or more where shown or specified otherwise. Install soil in maximum [12"] lifts. Compact each lift prior to installing subsequent lifts.
- 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. 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 Landscape Architect before any planting.
- F. Prior to planting, soil shall be loose and friable to a minimum depth of [12"] with a relative maximum compaction of 85%. Rip and scarify any overly compacted and re-compacted planting areas (in two directions full depth of compacted soil) prior to planting.
- G. Water settling, puddling, and jetting of soil and backfill materials as a compaction method is not acceptable.
- H. Prior to planting, soil shall be moist, but not so moist that it sticks to a hand shovel. Do not work planting soil in a wet or muddy condition or dump or spread in areas where subgrade is not in proper condition.
- I. Provide planting soil as a final lift in all planting areas within and adjacent to paved areas and other construction where native site soil has been covered by engineered fill and/or base rock. Unless otherwise shown or specified, finish grade in planting islands shall be crowned with a minimum 2% pitch to drain.
- J. 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 at a distance of 12 to 18 inch from the edge of pavement. Drag finish grade to a smooth, even surface. Grade to form all swales and berms. 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.

- K. 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.

3.4 PREPARATION OF IN-SITU PLANTING SOIL

- A. In-Situ Planting Soil is defined as top soil left in its original place and undisturbed during construction activities which is to receive new planting
- B. Except within tree driplines, rip all planting areas in two directions full depth to a maximum of 12" into undisturbed native subsoil prior to amending. 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.
- C. 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.
- D. Test depth of loose soil with hand shovel in presence of Owner's Representative in several locations as directed.
- E. After acceptance of the planting condition, uniformly mix and amend soil with required fertilizers, nutrients, etc. per specifications herein and recommendations given in soils reports.
- F. In the case of a contradiction between the quantity of organic amendment required by the soils laboratory analysis and the specified quantity below, the greater of the two quantities shall take precedence. 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:
 - 1. Organic Amendment: 6 cubic yards per 1,000 square feet
 - 2. Fertilizer: Type A (6-20-20) at 20 lbs. per 1,000 square feet.
 - 3. Iron Sulfate: 10 lbs. per 1,000 square feet
- G. Rototill above additives into soil **[8-12"]** inches deep. Keep iron sulfate off pavement and other surfaces to prevent rust staining. Correct all rust damage to work.
- H. Final planting soil shall have a pH range of 6.5 to 7.5.

3.5 PREPARATION OF IMPORTED PLANTING SOIL (ON-GRADE)

- A. Uniformly distribute and spread Subsoil or select fill in planting areas to achieve rough grading and compact to a maximum of 85% relative compaction.
- B. Except within tree driplines, rip all planting areas in two directions full depth to a maximum 12" into undisturbed native subsoil 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.
- C. Thoroughly water-settle subsoil to required subgrade prior to installing Top Soil.

- D. Prior to placing planting soil secure the Owner's Representatives 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.
- E. After acceptance of the planting areas subgrade condition, uniformly distribute and spread planting soil backfill over scarified subgrade in planting areas as specified.
- F. Mix and amend soil with required fertilizers, nutrients, etc. per specifications herein and recommendations given in soils reports.

3.6 WEED GERMINATION

- A. Work shall be done under the supervision of a person licensed by the State of California as a pest control applicator and holding a qualified applicator license or a Qualified Applicator Certificate.
- B. 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. Maintain the soil in a damp condition for a minimum depth of 4 inches.

3.7 EROSION CONTROL NETTING

- A. Verify finished grades and provide Jute Mesh and single grind Redwood bark mulch on all slopes 3:1 and steeper as accepted by the Owner's Representative. Install jute mesh loosely up and down the slope in accordance with manufacturer's specifications and as follows. Fit the soil surface contour and hold in place with 12-inch long, 11-gauge (minimum) steel wire staples driven vertically into the soil at 18- to 24-inch spacing. Jute mesh strips shall overlap along all edges at least 6 inches. Ends of side strips shall be buried into the soil at least 6 inches. Drive staples along edges to securely anchor mesh to ground.

3.8 NATURAL FIBER BLANKETS

- A. Burlap or coir erosion control blankets placed over shoreline soil where indicated on plan. Install in accordance to manufacturer's specifications. Use biodegradable stakes. Product to be approved by geotechnical or soil marine engineer and landscape architect.

3.9 TREE AND SHRUB PLANTING

- A. Mark tree and shrub locations on site using stakes, gypsum or similar approved means and secure location approval by the Landscape Architect before plant holes are dug. Adjust location as required prior to planting.
- B. Review location of plants in relationship to irrigation heads and adjust location(s) that interfere with the function of the spray heads. Adjust locations as required to ensure that the plant roots receive the proper amount of water in order for the plants to thrive.
- A. Square Tree Pits
 - 1. Drilled tree pits shall be modified to a square pattern with pit walls scarified to promote root penetration.
- B. Excavate tree, shrub and vine pits as follows:

	<u>Width</u>	<u>Depth</u>
Boxed Trees	Box + 24"	Box depth
Canned Trees (15 gc)	Can + 18"	Can depth
Canned Shrubs/Vines (1- 5 gc)	Can + 12"	Can depth

- C. Test drainage of plant beds and tree pits by filling with water (minimum 6"). The retention of water in planting beds and plant pits for more than two (2) hours shall be brought to the attention of the Landscape Architect. If rock, underground construction work, tree roots, poor drainage, or other obstructions are encountered in the excavation of plant pits, alternate locations may be selected by Landscape Architect.
- D. Break and loosen the sides and bottom of tree pits to ensure root penetration and water test hole for drainage as required above.
- E. Excavate plant hole or tree pit keeping excavated planting soil layer on the surface when backfilling around the plant. Carefully set plants as detailed without damaging the rootball. Superficially cut edge roots vertically on three sides. Remove bottom of plant boxes before planting. Remove sides of boxes after positioning the plant and partially backfilling.
- F. Set plants in backfill with top of the rootball 1 inch above finished grade of adjacent soil. Backfill remainder of hole and soak thoroughly by jetting with a hose and pipe section. Water backfill until saturated the full depth of the hole.
- G. Backfill plant holes with mix as specified, free from rocks, clods or lumpy material. Backfill native soil free of soil amendments under rootball and foot tamp to prevent settlement. Backfill remainder of the hole with soil mix and place plant tablets or packets (Type B fertilizer) 3 inches below finish grade and 1/2-inch from roots at the following rates:
- | | | |
|---------------------|---|---------------------|
| 1 gallon can plant | - | 1 tablet or packet |
| 5 gallon can plant | - | 3 tablets or packet |
| 15 gallon can plant | - | 6 tablets or packet |
| 24-inch box plant | - | 6 tablets or packet |
| 36-inch box plant | - | 8 tablets or packet |

- H. Except for acid loving plants (Azaleas, Rhododendrons, Ferns, Camellias, etc.), use a soil mix of 2 parts soil from the hole, and 1 part amendment with iron added at the following rates:

1 gallon can plants	-	iron, 1/4 cup
5 gallon can plants	-	iron, 1/3 cup
15 gallon can plants	-	iron, 1/2 cup
24" box and larger	-	iron, 1 cup

For acid loving plants (Azaleas, Rhododendrons, Ferns, Camellias, etc.), mix 1 part soil from the hole and 1 part amendment to use a backfill around the plants.

Mix the iron, amendment and soil thoroughly for use in the top 8 inches of backfill around plants. For acid loving plants, mixture to be 1/2 soil from the hole and 1/2 amendment.

- I. Remove any soil from top of plant rootballs and secure Landscape Architect's approval of rootball height prior to mulching.
- J. After approval of rootball height, install mulch as required below.
- K. Stake and/or guy trees as detailed. Drive stake(s) until solid (at least 12" beyond bottom of rootball) and remove excess stake protruding above top tree tie to prevent rubbing against branches. Avoid driving stakes through rootball. If subgrade does not accept stakes to a stable degree, delete stakes and guy the trees as specified herein and as detailed. Locate tree ties to avoid contact with tree branches. Locate top tie at tree flex point.
- L. Build watering basin berms around trees and shrubs to drain through rootball. Basins are not required around trees in turf areas. Water backfill until saturated the full depth of the hole.

3.10 GROUND COVER PLANTING

- A. Plant in neat, straight, parallel and staggered rows as indicated on plan. Plant first row one-half required ground cover spacing behind adjacent curbs, structures, or other plant bed limits. Plant ground cover to edge of water basins of adjacent trees and shrubs.

3.11 MULCH

- A. Except where rock mulch is required, mulch all tree, shrub and ground cover areas with organic mulch to a 3-inch depth, except mulch to 2-inch depth where planting with ground cover plants from flats.
- B. Hold bark mulch away from base (trunk) of plant 4" or as directed by the Landscape Architect.
- C. Individual trees and/or shrubs planted in non-irrigated areas shall, at minimum, receive bark mulch over their watering basin and berm. No mulch is required around trees in turf areas.

3.12 WATERING

- A. Water all trees, shrubs and ground cover immediately after planting. Apply water to all plants as often and in sufficient amount as conditions may require to keep the plants in a healthy vigorous growing condition until completion of the Contract. Provide supplemental hand watering of trees and shrubs, as required, to maintain a moist root zones throughout plant establishment period.

3.13 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 Landscape Architect or 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 trees and tree and shrub supports.
4. No partial approvals will be given.

3.14 PLANTING ESTABLISHMENT MAINTENANCE

A. General Requirements

1. **Maintenance Period:** The planting establishment maintenance period required shall be **120 calendar days** after all planting and irrigation is complete, turf is installed/seeded, and as approved by Owner's representative. 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 start of the maintenance period to be confirmed by Owner's representative. Contractor to notify landscape architect of start and end dates of 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 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. Protect all areas against damage, including erosion, trespass, insects, rodents, disease, etc. and provide proper safeguards. Maintain and keep all temporary barriers erected to prevent trespass.
4. Keep all walks and paved areas clean. Keep the site clear of debris resulting from construction or maintenance activities.
5. Repair all damaged planted areas, and replace plants and resod turf immediately upon discovery of damage or loss.
6. Check sprinkler systems at each watering; adjust coverage and clean heads immediately. Adjust timing of sprinkler controller to prevent flooding.
7. Maintain adequate moisture depth in soil to ensure vigorous growth. Check rootball of trees and shrubs independent of surrounding soils and hand water as required.
8. 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 at all times.

B. Tree and Plant Maintenance

1. Maintain during the entire establishment period by regular watering, cultivating, weeding, repair of stakes and ties, and spraying for insect pests. Prune when requested by the Landscape Architect.
2. Keep watering basins in good condition and weed-free at all times.
3. Replace all damaged, unhealthy or dead trees, shrubs, grasses, vines and ground covers with new stock immediately; size as indicated on the drawings.

C. 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 fertilizations 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.

3.15 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/or the Landscape Architect. 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 maintenance period 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 restore all planted areas, mow and edge turf, plumb trees and tree supports, clear the site of all debris and present in a neat, orderly manner.

END OF SECTION

**EXHIBIT "A"
CHANGE ORDER FORM**

City of Sausalito

*420 Litho Street
Sausalito, CA 94965*

Contract Change Order #

Project:	Change Order No.:		
	Orig. Contract Amt.: \$		Days
Contract No.:			
Contractor:	Prev. Appvd. Changes: \$		Days
Owner: City of Sausalito	This Change: \$		Days
	Revised Contract Amt.: \$		Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and City of Sausalito, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	\$	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Sausalito.

Contract Change Order # _____ Page 1 of 2

