

**CITY OF MANTECA
DEPARTMENT OF ENGINEERING**

**YOSEMITE AVENUE (WALNUT AVENUE TO MAIN
STREET) BIKE AND PEDESTRIAN IMPROVEMENT
PROJECT CIP 20006 HSIPL-5242(036)**

**BID FORM, CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS
TO BE SUPPLEMENTED WITH THE STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND
STANDARD PLANS DATED 2024**



October 2025



Approved for Construction
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TECHNICAL SPECIFICATIONS**

October 2025

Prepared for:

City of Manteca
1001 West Center Street
Manteca, CA 95337

Prepared by:

Bennett Engineering Services

**YOSEMITE AVENUE (WALNUT AVENUE TO MAIN STREET) BIKE AND PEDESTRIAN
IMPROVEMENT PROJECT CIP 20006 HSIPL 5242(036)**

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Appendix 1 – Exhibit 1 Insurance Requirements for Construction Contracts

Appendix 2 – CEQA Notice of Exemption

**SECTION 00020 INVITATION TO BID
YOSEMITE AVENUE (WALNUT AVENUE TO MAIN STREET) BIKE AND
PEDESTRIAN IMPROVEMENT PROJECT CIP 20006 HSIPL 5242(036)
(ESTIMATED CONSTRUCTION COST: \$602,100)**

SEALED BIDS will be received by the City Clerk of the City of Manteca at 1001 West Center Street, Manteca, California until **2:00 p.m. Pacific Time, Thursday November 6, 2025**, for the **Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)** (Project). As soon as practical thereafter, sealed bids for the project will be publicly opened and read for performing work as follows:

Furnishing all labor, materials, and equipment, and performing all work necessary and incidental to the construction of the project known as the **Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)** according to the plans and specifications as prepared by the City of Manteca and according to the Contract Documents. The work includes the installation of rectangular rapid flashing beacons, bike lanes, curb ramps, and pedestrian crossing enhancements, slurry seal, striping, pavement markings, and signage.

Project shall have **Substantial Completion within 75 WORKING days** and **Final Completion within 90 WORKING days** from the date specified in the Notice to Proceed. Time for commencement and completion of the work is important, and is the essence of the Contract.

This receives funding from:

- **Federal: Highway Safety Improvement Program (HSIP) Grant**
- **State: None**
- **Local: None**

The required DBE participation is: 21%

Required Apprentice/Trainee:

- **Federal: None**
- **State: None**
- **Local: None**

A NON-MANDATORY PRE-BID MEETING AND JOB WALK will held as follows:

1. **DATE/TIME:** October 23, 2025 at 2:00 p.m.
2. **LOCATION:** Northeast corner of Yosemite Ave/North Veatch Ave
3. **GENERAL:** No other pre-bid meetings or job site visits will be scheduled.
4. **The deadline to submit questions and/or inquiries is 5:00 p.m. Pacific Time, October 24, 2025.**

PROJECT PLANS AND SPECIFICATIONS ARE POSTED ON THE CITY WEBSITE AT:

<https://www.manteca.gov/departments/project-bid>

BIDDERS MUST SUBMIT BIDS ON A HARD COPY OF THE BID PROPOSAL FORMS

PROVIDED IN THE CONTRACT DOCUMENTS.

Questions regarding the contract documents shall be submitted in writing to:

Attn: Gui “Wing” Chang, Assistant Engineer
City of Manteca
Department of Engineering
1001 West Center Street
Manteca, CA 95337
Fax: (209) 923-8956
email: gchang@manteca.gov

The City will post all bid-related questions and answers on its web site at:

<https://www.manteca.gov/departments/project-bid>

Refer to this web address periodically as it will be updated with bid-related questions and answers until **5:00 p.m. Pacific Time, Monday November 3, 2025**. The questions and answers posted at the web address above shall form part of the Contract Documents.

Bidding procedures are prescribed in the contract documents. Bids shall only be executed upon the bound bid forms provided, which are a part of said contract documents. Bid guarantee in an amount not less than ten percent (10%) of the total bid dollar amount and conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance.

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Invitation to Bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its actions pursuant to this bid item shall not impose tort liability on the City, the Engineer, the Construction Manager, and their employees, agents, and subconsultants.

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City of Manteca Engineering Department, 1001 West Center Street, Manteca, CA which copies will be made available to any interested party on request.

Pursuant to Public Contract Code Section 22300, for moneys earned by the Contractor and withheld by the City of Manteca to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the **Contractor shall possess a valid Class A license** at the time that the bid is submitted. Failure to possess the specified license shall render the bid non-responsive.

The successful bidder will be required to furnish a Payment bond in the amount equal to one hundred percent (100%) of the Contract price, as well as a Faithful Performance Bond, in the amount equal to one hundred percent (100%) of the Contract price. All bonds submitted shall be from admitted sureties.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

Telephones will not be available to bidders for the preparation of the bids or for calling in bid results. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend the bid opening.

No bidder may withdraw its bid for one hundred eighty (180) calendar days after the date set for the opening of bids.

The successful bidder must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and comply with the Americans With Disabilities Act.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City; and waive any irregularities in the bids. Each bid must be signed by or on behalf of the bidder and must be enclosed in a **DOUBLE SEALED ENVELOPES** with the following information on the inner envelope and outer envelope:

1. Name and address of bidder
2. Project for which the bid is being submitted
3. Date and time of bid opening

The outer envelope shall include:

- Contractor's bid bond
- Contractor's bid schedule
- Sealed inner envelope

The inner envelope shall include:

- All other bid forms other than Contractor's bid bond and Contractor's bid schedule

The envelope shall be addressed to the City of Manteca, City Clerk, 1001 West Center Street, Manteca, California 95337.

Dated: _____ City of Manteca

Cassandra Candini-Tilton, Director of Legislative Services / City Clerk

****END OF SECTION****

SECTION 00100 INSTRUCTIONS TO BIDDERS

1.00 WORK TO BE DONE

It is the intention of the City to construct improvements as shown and set forth on the plans, and in the particular locations shown on the plans. All of the work is particularly set forth in the plans and specifications, and all of said work, together with all other work incidental thereto, is included. Insurance requirements shall be as specified in the attached EXHIBIT 1, INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The work includes the furnishing of labor, materials, incidentals and equipment necessary for the construction of the **Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)**. The Bidder shall be required to provide, at its own cost and expense, all necessary insurance, as required by law or these specifications, and shall pay the cost and expense of any and all incidental matters herein required.

2.00 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with the contract documents. The submission of a bid shall constitute an acknowledgment, upon which the City may rely, that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve it from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

3.00 INSPECTION OF SITE

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means, as they may prefer, of the location of the proposed work, and of the actual conditions, including subsurface, of and at the site of work. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to the City, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of (1) the site of the work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the bid, the plans, the specifications, and the other contract documents.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the bidder to the extent such independent investigation

of site conditions is deemed necessary or desirable by the bidder.

4.00 INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and received at least ten (10) calendar days before the time announced for opening the bids to:

City of Manteca
Department of Engineering
Attention: Gui “Wing” Chang, Assistant Engineer
1001 West Center Street Manteca, CA 95336
Fax: (209) 923-8956
Email: gchang@manteca.gov

Requests to clarify possible ambiguous or incomplete statements or designs require issuance of an addendum by the City for the interpretation to become effective. All requests for clarifications shall be made in writing.

5.00 POSTPONEMENT OF OPENING

The City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to plan-holders of record in the form of an addendum.

6.00 OPENING OF BIDS

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Invitation to Bid. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the scheduled closing time as set forth in the Invitation to Bid or as postponed by addenda will be considered non-responsive and will not be opened. Any such bids will be returned unopened to the Bidder. The public reading of each bid will include at least the following:

- A. Name and address of bidder.
- B. The total amount of bid.
- C. The nature and amount of the security furnished with the bid.

7.00 PREPARATION OF BID FORMS

Bid shall be made on the bid forms provided in the contract documents and must be submitted at the time and place stated in the Invitation to Bid. All blanks in the bid forms must be appropriately filled in either in ink or typed, and all prices must be stated in figures. All bid forms must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. City shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided.

Each bid must be signed by or on behalf of the bidder and must be enclosed in a DOUBLE SEALED ENVELOPES with the following information on the inner envelope and outer envelope:

Name and address of bidder
Project and project number for which the bid is being submitted
Date and time of bid opening

The outer envelope shall include:

- Contractor's bid bond
- Contractor's bid schedule
- Sealed inner envelope

The inner envelope shall include:

- All other bid forms other than Contractor's bid bond and Contractor's bid schedule

8.00 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual, this person's name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the general partners, and the signature of at least one of the general partners must be shown, if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by the corporation, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer or agent signing the bid to execute Contracts on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of one of the joint venture firms. Additionally, the bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

9.00 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlineations, or other corrections unless each such correction is suitably authenticated by affixing, in the margin immediately

opposite the correction, the initials of the person or persons submitting the bid.

10.00 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, omissions, or any other modifications of the bid form which are not specifically called for in the contract documents may result in rejection of the bid by the City, as not being responsive to the Invitation to Bid. No oral or telephonic modification of any bid submitted will be considered.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City; and waive any irregularities in the bids.

11.00 MODIFICATION OF BID

On written request filed with the City, a bid already received may be modified or withdrawn at any time prior to the time established for receiving bids. The request must be executed by the bidder or its authorized representative as described in Paragraph 00100-8.00, BIDDER'S SIGNATURE AND AUTHORITY. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.

Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bid may be withdrawn after the scheduled closing time except as provided in Paragraph 00100-12.00, WITHDRAWAL OF BIDS.

12.00 WITHDRAWAL OF BIDS

In accordance with Public Contract Code 5103, within five calendar days after the opening of bids, a bidder may withdraw its bid providing the bidder can establish to the City's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to the City, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the contract documents.

13.00 ADDENDA

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

14.00 BID PRICES

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the

management, superintendence, labor and services. Bid prices shall include allowance for all federal, state and local taxes

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

The award of contract, if it is awarded, will be awarded to the lowest responsive, responsible Bidder whose proposal complies with all the requirements prescribed.

15.00 **BID GUARANTY**

The bid form shall be accompanied by a bid guaranty bond provided by an admitted surety insurer authorized to carry on business in the State of California with a minimum a Class IV rating with Best's Rating Guide for payment to the City or meeting the following minimum requirements:

If the Best's Rating for any surety company who has furnished a bid guaranty for the bidder is less than A - Class IV and/or not Treasury Rated, bidder may be required to, within 5 calendar days of bid opening, submit to the City an original or certified copy of each of the following documents for each surety company which has furnished a bid guaranty for that bidder:

1. Appropriate authorization of the signatory to execute each bid guaranty.
2. A certificate of authority issued by the State Insurance Commissioner.
3. A certificate from the County Clerk that the above certificate is not ineffective;
and
4. The surety company's financial statement for the prior quarter as specified in Section 995.670 of the California Code of Civil Procedure.

Simultaneously with the submission of the documents described in the preceding paragraphs, the bidder shall also submit an affidavit or declaration, under penalty of perjury under the laws of the State of California, demonstrating the following facts for each bid guaranty submitted or to be submitted on the bidder's behalf.

1. That the surety company's assets exceed its liabilities by more than the amount of the bid guaranty or guaranties submitted on the bidder's behalf, and
2. That in issuing the bid guaranty or guaranties submitted on the bidder's behalf, the surety company shall be in full compliance with California Insurance Code Section 12090, supported by appropriate references to the surety company's most recent financial statement on file in the office of the State Insurance Commissioner.

Any bidder wishing to object to the sufficiency of any surety company used by another bidder shall comply fully with the provisions of Section 995.650 of the California Code of Civil Procedure.

The bid guaranty bond shall be in the sum of at least ten (10) percent of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the City in the sum of at least ten (10) percent of the total amount of the bid price. The bid guaranty bond shall be provided on the form included in Section 00410, BID GUARANTY BOND, of these contract documents.

The amount payable to the City under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the City as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the City the required performance and payment bonds, evidences of insurance, and to enter into, execute, and deliver to the City the Agreement on the form provided herewith, within ten (10) calendar days after receiving written notice from the City that the award has been made and the Agreement is ready for execution.

The bid guarantees of the three lowest bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid guarantees of all bidders except the three lowest responsive bids will be returned within 15 calendar days after the bids are opened.

16.00 QUALIFICATION OF BIDDER

Each bidder shall complete and submit with their bid Section 00420, CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS.

Upon the request of City, any bidder whose bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the contract documents.

17.00 SUBCONTRACTORS

In accordance with California Public Contracting Code Section 4100, et. seq., the bidder shall list, in Section 00430, PROPOSED SUBCONTRACTORS, the name, portion of work to be performed, and location of the place of business for the following.

- 1) Each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, in an amount in excess of one-half of one percent of the bidder's total bid.
- 2) Any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid.

Failure to list the subcontractors defined in subparts 1) and 2) above will render the bid non-responsive and will be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

18.00 SUBSTITUTIONS DURING BIDDING

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 00700, GENERAL CONDITIONS.

19.00 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for.

Pursuant to Public Contract Code Section 7106, bidders shall execute and furnish with their bids Section 00480, NON-COLLUSION AFFIDAVIT. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one bid for the proposed work may cause rejection of all bids for parties involved.

A person, firm, or corporation may, however, submit subproposals or quote prices on materials to more than one bidder.

20.00 SHEETING, SHORING AND BRACING

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, in the bid item indicated, the amount included in the bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing

this sum, the bidder warrants that its actions pursuant to this bid item shall not impose tort liability on the City, the Designer, the Construction Manager, or their employees, agents, and subconsultants.

Pursuant to California Labor Code Section 6705, the Contractor shall submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

21.00 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of wages of the locality in which the Work is to be performed and applicable to the work to be done. Prevailing wage for each job category shall be as published by Department of Industrial Relations at the time of project work.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Bidders shall complete the form in SB 96 COMPLIANCE AFFIDAVIT and submit with their Bid.

No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor code section 1771.1(a)]

No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Contractor shall post job site notices prescribed by regulation.

All Contractors and subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

22.00 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 7103.5, of the California Public Contract Code, in entering into a public works contract or subcontract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest in, and all causes of action it may have under Section 4 of the Clayton Act (15 U. S.C. Section 15) or under the Cartwright Act (Chapter 2) commencing with Section 16700 (of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or 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.

23.00 ASSIGNMENT OF CONTRACT

Any attempted assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, is void unless such assignment has had prior written approval of City and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

24.00 REJECTION OF BIDS

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City; and waive any irregularities in the bids and further reserves the right to reject any bids which are:

- a) non-responsive (e.g.: bids which are incomplete, obscure, or irregular-, bids which omit a bid on any one or more items on which the bids are required, bids which are unbalanced-, bids accompanied by insufficient or irregular bid guaranties); or

b) any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature with the City or other public agencies; or

c) any bids from bidders who have a history of change orders in excess of 5% or failing to meet substantial completion by 5%; or

d) any bid which fails to provide satisfactory documentation of the bidder's qualifications as required by Section 00100-16.00, QUALIFICATION OF BIDDER.

25.00 BONDS AND INSURANCE

The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond on forms provided by the City in an amount equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price, the Workers Compensation Insurance Certificate, and evidences of insurance. Said insurance and bonds shall only use the forms attached and shall be secured from a surety company satisfactory to City with a minimum A -Class IV rating with Best's Rating Guide or meeting the following minimum requirements:

If the Best's Rating for any surety company from which the bidder intends to procure the payment bond, performance bond, or both, is less than A - Class IV and/or not Treasury Rated, bidder may be required to, within 5 working days after bid opening, submit to the City an original or certified copy of each of the following documents for each surety company from which the bidder intends to procure such bond or bonds:

1. Appropriate authorization of the signatory to execute each bond.
2. A certificate of authority issued by the State Insurance Commissioner.
3. A certificate from the County Clerk that the above certificate is not ineffective; and
4. The surety company's financial statement for the prior quarter as specified in Section 995.670 of the California Code of Civil Procedure.

Simultaneously with the submission of the documents described in the preceding paragraphs, the bidder shall also submit an affidavit or declaration, under penalty of perjury under the laws of the State of California, demonstrating the following facts for the bond or bonds submitted or to be submitted on the bidder's behalf.

1. That the surety company's assets exceed its liabilities by more than the amount of the bond or bonds submitted on the bidder's behalf, and
2. That in issuing the bond or bonds submitted on the bidder's behalf, the surety company shall be in full compliance with California Insurance Code Section 12090,

supported by appropriate references to the surety company's most recent financial statement on file in the office of the State Insurance Commissioner.

Any bidder wishing to object to the sufficiency of any surety company used by another bidder shall comply fully with the provisions of Section 995.650 of the California Code of Civil Procedure.

The form of Agreement, as provided in Section 00500, AGREEMENT, which the successful bidder as Contractor will be required to execute, and the forms of bonds as provided in Sections 00610, FAITHFUL PERFORMANCE BOND and 00620, PAYMENT BOND, which it will be required to furnish, shall be carefully examined by the bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Payment Bond is to secure the payment of those to whom the bidder may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the bidder in performing the work.

26.00 AWARD OF CONTRACT

Within one hundred eighty (180) calendar days after the time of opening of the bids, the City will act either to accept a bid, to reject all bids or with the consent of the bidders and their sureties to extend the time in which the City may act. The acceptance of a bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by certified mail to the bidder whose bid is accepted. No other act of City will constitute acceptance of a bid. The issuance of a Notice of Award of Contract shall obligate the bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the contract documents. The Agreement will require the completion of the work according to the contract documents.

If award is made, it will be based on the lowest responsive, responsible bid.

27.00 EXECUTION OF CONTRACT

The Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within ten (10) calendar days after receiving written Notice of the Award of the Contract. Time is of the essence in this regard. After execution by City, one copy of the Agreement shall be returned to Contractor.

Failure or refusal to enter into a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the agreement, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the agreement, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the agreement, such bidder's guarantees shall be likewise forfeited to the City. The work may then be re-advertised.

28.00 CONSTRUCTION DOCUMENTS

Within five (5) calendar days after the execution of the Agreement by the City, the City will furnish electronic copies (PDF's) of the Plans and Specifications to the Contractor for their use.

29.00 **BID PROTEST**

An unsuccessful bidder who intends to protest the award of a contract must inform the project contact, specified in section 00020 Invitation to Bid and submit a Notice of Intent to Protest in writing on or before 5:00 p.m. of the fifth business day following the opening of all bids, unless a different time period is specified in the Notice Inviting Bids or other bid solicitation documents. Failure to give written notice by Close of Business on that day shall waive the right to protest.

The protestant shall submit a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof at least two weeks before the scheduled date of City Council award. The protest must be hand delivered or sent via mail or emailed with confirmed response from the City as proof that request was received by the City within the time period set forth above. The protest document must include the following:

1. A complete statement of the factual and legal basis for the protest.
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The protesting party must concurrently transmit a copy of the written protest document and any attached documentation to all other bidders who may have a reasonable prospect of receiving the award depending upon the outcome of the protest.
4. Each Protestant not certified as a Small Business shall make a deposit of the estimated arbitration costs, by check or money order made payable to the City of Manteca Engineering Department, in an amount not less than 1% of the advertised Engineers Estimate.

The procedure and time limits set forth herein are mandatory and the bidder's sole and exclusive remedy in the event of protest. No bidder may bring an action or proceeding challenging the bidding process or any award, or intent to award, any contract unless the above procedures are followed. The failure of a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government code claim or legal proceeding. The City reserves the right to modify the bid protest procedures in the Notice Inviting Bids or other bid solicitation documents and to require any protesting party to submit additional or clarifying information or documentation in support of any protest.

****END OF SECTION***

SECTION 00200 INFORMATION AVAILABLE TO BIDDERS

Refer to Special Provisions Section 2-1.06B

1.0 SUBSURFACE CONDITIONS

Subsurface investigation has not previously been conducted at the site of the

Work 2.0 RECORD DRAWINGS AND ADDITIONAL INFORMATION

None.

***** END OF SECTION *****

SECTION 00300 BID FORM
(To be submitted with bid)

1. Enter Into Agreement

The undersigned, as bidder, declares that we have received and examined the Contract Documents entitled **Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)** (Project), and will contract with the City, on the form of Agreement provided herewith, to do everything required for the fulfillment of the Contract Document for the construction of said Project at the prices and on the terms and conditions herein contained.

2. Bidder Accepts

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the period specified for Notice of Award after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents as detailed in the Instruction to Bidders.

3. Bidder's Representations

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined and carefully studied the Bidding Documents and the Addenda.

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

<u>Addenda No.</u>	<u>Date Received</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02.A. of the General Conditions.

Bidder accepts the determination set forth in Paragraph SC-4.02. of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Paragraph 00700-4.02. of the General Conditions.

Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.

Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site.

- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- f. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- g. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- h. Bidder has given Construction Manager written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.
- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly

induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bid Prices

Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

BASE BID SCHEDULE

Bid Item	Item Description	Unit ^a	Estimated Quantity	Unit Price	SubTotal
1	MOBILIZATION, DEMOBILIZATION, BONDS, PERMITS, AND INSURANCE ON ALL WORK.	LS	1		
2	ALL REQUIRED SHORING AND SHEETING	LS	1		
3	TRAINING OF CITY STAFF	LS	1		
4	FINAL O&M MANUALS	LS	1		
5	RECORD DRAWINGS	LS	1		
6	MONUMENT PRESERVATION	LS	1		
7	PROGRESS SCHEDULE (CPM)	LS	1		
8	LEAD COMPLIANCE PLAN	LS	1		
9	EXISTING UTILITY VERIFICATION	LS	1		
10	RESIDENT AND BUSINESS NOTIFICATION	LS	1		
11	CONSTRUCTION SURVEY	LS	1		
12	TRAFFIC CONTROL	LS	1		
13	WATER POLLUTION CONTROL PLAN (WPCP)	LS	1		
14	CLEARING AND GRUBBING	LS	1		
15	REMOVE CONCRETE	SF	6,690		
16	RELOCATE CHAINLINK FENCE	LF	16		
17	ROADWAY EXCAVATION	CY	190		
18	ROADWAY EXCAVATION (UNSUITABLE MATERIAL)	CY	5		
19	SLURRY SEAL	SQYD	11,400		
20	HOT MIX ASPHALT (Type A) (1/2")	TON	170		
21	PEDESTRIAN BARRICADE, TYPE 1	EA	3		
22	12" HDPE SDR 26 DRAIN PIPE	LF	43		
23	REMOVE DRAINAGE INLET	EA	3		
24	ADJUST GRATE	EA	2		
25	ADJUST MANHOLE FRAME AND COVER TO GRADE, STORM DRAIN	EA	3		
26	ADJUST VALVE BOX TO GRADE, WATER	EA	2		

27	ADJUST UTILITY BOX TO GRADE	EA	1		
28	DETECTABLE WARNING SURFACE	SF	560		
29	MINOR CONCRETE - CURB AND GUTTER	LF	840		
30	MINOR CONCRETE - TEXTURE PAVING	SF	265		
31	MINOR CONCRETE - CURB RAMP AND SIDEWALK	SF	4,720		
32	DRAINAGE INLET (TYPE G1)	EA	2		
33	CURB INLET (TYPE 1)	EA	1		
34	REPLACE GRATE WITH CURB INLET TYPE 1 GRATE	EA	6		
35	REMOVE & RE-ESTABLISH BENCHMARK #48	EA	1		
36	PAVEMENT MARKER (RETROREFLECTIVE)	EA	340		
37	REMOVE ROADSIDE SIGN	EA	6		
38	REMOVE ROADSIDE SIGN PANELS	EA	11		
39	RESET ROADSIDE SIGN	EA	4		
40	RELOCATE ROADSIDE SIGN	EA	2		
41	INSTALL NEW ROADSIDE SIGN PANEL ON NEW POST	EA	36		
42	INSTALL NEW ROADSIDE SIGN PANEL ON EXISTING POST	EA	5		
43	RED CURB PAINT	LF	632		
44	THERMOPLASTIC TRAFFIC STRIPE	LF	10,330		
45	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SF	4,450		
46	METHYL METHACRYLATE PAVEMENT MARKING	SF	4,310		
47	RECTANGULAR RAPID FLASHING BEACON SYSTEM (LOCUST AVE)	LS	1		
48	RECTANGULAR RAPID FLASHING BEACON SYSTEM (N VEACH AVE)	LS	1		
49	RECTANGULAR RAPID FLASHING BEACON SYSTEM (GOODALE CT)	LS	1		
50	RECTANGULAR RAPID FLASHING BEACON SYSTEM (JESSIE AVE)	LS	1		
TOTAL BASE BID					

^a LS=Lump Sum, LF=Linear Feet, EA=Each, HR=Hour; VF=Vertical Feet

Total Bid (Items 1-50) (written out) _____
 _____ Dollars.

Date Contractor is available to start work: _____

The City reserves the right to select the lowest, responsible, responsive bidder based on the total base bid, and/or the combined total for the total Base Bid and Bid Alternates, and/or based upon the date the Contractor is available to start work, and/or based on reference checks, and/or past

experience, and/or selection panel's professional judgement regardless of the lowest bid amount.

In case of any discrepancy between unit prices and total cost of an item, the unit price shall prevail. The bid items listed above are intended to encompass all construction work as called out in these Contract specifications and as shown on the plans. If an item of work is not specifically mentioned, it shall be assumed to be included in the most appropriate bid item.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two (2) bonds in the sums to be determined as aforesaid, with surety satisfactory to the City Council of the City of Manteca, within ten (10) calendar days after the bidder has received notice from the Department that the contract is ready for signature, the City Council may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall be in accordance with Public Contract Code Section 20418.

The undersigned understands and agrees that the City will not be responsible for any error or omissions on the part of the undersigned in making this proposal.

5. Attached Documents

We agree that the following shall be attached hereto and made a part of this bid.

<u>SECTION</u>	<u>TITLE</u>
00300	Bid Form
00301	Authority to Bid
00410	Bid Guaranty Bond
00420	Certification of Bidder's Experience and Qualifications
00425	CA Government Code Section 14310 Questionnaire
00429	Exhibit 12B
00430	Proposed Subcontractors
00431	Equal Employment Opportunity Certification
00432	Public Contract Code Section 10285.1 Certification
00433	Public Contract Code Section 10232 Certification
00434	Debarment and Suspension Certification
00435	Local Business Enterprise
00436	Nonlobbying Certification
00437	Disclosure of Lobbying Activities
00438	Exhibit 15G and 15H
00439	Exhibit 12G
00440	Site Visit Affidavit
00450	Schedule of Major Equipment and Material Supplies
00470	Acknowledgement of Insurance Requirements
00480	Non-Collusion Affidavit
00490	DIR Compliance Affidavit
00491	Statement Acknowledging Penal and Civil Penalties Concerning The Contractors' Licensing Laws

6. Completion

We agree, if our bid is accepted and a Contract for Performance of the Work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidences of insurance within 10 calendar days after receiving written Notice of Award of the Contract.

Attached is a bid guaranty bond as required.

Name of Bidder

7. Contractor's License and Address for Communications

The undersigned certifies that the undersigned holds California Contractor's License, Class A, number _____, expiration date _____.

Name of Bidder

Signature of Bidder

Title of Signator

Address of Bidder

Witness

Title of Witness

State of Incorporation

Phone Number

FAX Number

****END OF SECTION****

SECTION 00301 AUTHORITY TO BID
(To be submitted with bid)

I, the bidder, am a (check one below)

- ☐ An individual, bidder's name, signature, and physical address (not P.O. Box) must be shown.
- ☐ A firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown.
- ☐ A corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by a corporation, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.
- ☐ If the bid is made by a joint venture, the bid shall be signed by a representative of one of the joint venture firms. Additionally, the bid shall bind the joint venture. The required information shall be attached to the Bid Form and submitted with the bid.

By my signature below I certify under the penalty of perjury that I have the authority to bind myself/firm/partnership/corporation/joint venture to the subject project bid and have attached all required documentation as detailed above.

Bidders Authorized Agent

Signature
Name: _____
Title: _____

Address

*** END OF SECTION ***

SECTION 00410 BID GUARANTY BOND
(To be submitted with bid)

The attached form shall be turned in with the bid as the Bid Guaranty Bond with the form signed and notarized by the surety. Alternately, the bidder may submit the following forms of bidder's security:

- a. Cash
- b. A cashier's check made payable to the City.
- c. A certified check made payable to the City.

If a bid guaranty bond is submitted on a form other than that provided herein, then the alternate bid guaranty bond must meet all the requirements of the form provided herein. If the alternate bid guaranty bond is not acceptable to the City, then the bid may be subject to rejection. The City shall be the sole judge as to whether the alternate bid guaranty bond form is acceptable.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, _____ AS PRINCIPAL, AND _____ AS SURETY, are held and firmly bound unto the City of Manteca in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Manteca for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Manteca to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH

THAT WHEREAS, the Principal has submitted the above-mentioned bid to the City of Manteca, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at _____.

FOR: _____

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented for signature, the Principal enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City of Manteca, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the surety shall pay said penal sum of City of Manteca on demand.

IN WITNESS WHEREOF, we have hereunto set our hand on this ____ day of _____, 20____.

Title of Signator (seal)

Signature of Principal

Address:

Title of Signator (seal)

Signature of Surety

Best Rating: _____

Address:

Note: Signatures of those executing for the surety must be properly acknowledged.

****END OF SECTION****

SECTION 00420 CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

1.00 QUALIFICATIONS

By signing in the area indicated below, the Bidder acknowledges and certifies the following:

- A. The Bidder – at the time of bidding, award, and throughout the period of the contract – shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the contract documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.
- B. The Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.
- C. The Bidder is competent, knowledgeable, and has special skills required for the nature, extent, and inherent conditions of the work to be performed.
- D. The Bidder has the financial ability and experience to perform the work as indicated in the Project Document.
- E. The Bidder acknowledges that there may be certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

2.00 EXPERIENCE

To be considered for award, Bidder, as a company, shall have substantially completed within the last five (5) years, at least three (3) projects of similar size.

1. Project Name: _____
Owner: _____
Construction Cost: _____
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of Substantial Completion: _____
Percent Change Order: _____
2. Project Name: _____

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

Owner: _____

Construction Cost: _____

Owner's Representative: _____

Owner's Telephone No.: (____) _____

Date of Substantial Completion: _____

Percent Change Order: _____

3. Project Name: _____

Owner: _____

Construction Cost: _____

Owner's Representative: _____

Owner's Telephone No.: (____) _____

Date of Substantial Completion: _____

Percent Change Order: _____

Signed this _____ day of _____, 20____.

Name of Bidder

Contractor's License No.

Expiration Date

Signature of Bidder

Title of Signator

*** END OF SECTION ***

SECTION 00425 CA GOVERNMENT CODE SECTION 14310 QUESTIONNAIRE
(To be submitted with bid)

Pursuant to California Government Code 14310, the bidder shall complete, under penalty of perjury, the following questionnaire below.

1. Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of the law or a safety regulation?	YES____ NO____
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?	YES____ NO____
3. Within the last five years, has a surety firm completed a contract on your firms behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?	YES____ NO____
4. At the time of submitting this questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a contractor on a public works contract, pursuant to either California Labor Code Section 1777.1 (prevailing wage violations) or Labor Code Section 1777.7 (apprenticeship violations)?	YES____ NO____
5. At any time in the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government/public construction project, or the bidding or performance of a government/public contract?	YES____ NO____
6. Within the last five years, has your firm been assessed liquidated damages on any public contract?	YES____ NO____
7. Within the last three years has your firm or representatives been debarred from bidding on, or completing any public works construction contract for any reason?	YES____ NO____

8. Has CAL OSHA assessed penalties against your firm for any serious or willful violation occurring on a construction project at anytime in the last three years?	YES____ NO____
9. In the past three years, have civil penalties or Notice of Complaint (letter of warning) been issued or assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements by the California Division of Apprenticeship Standards (DAS)?	YES____ NO____
10. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements?	YES____ NO____
11. Has your firm been assessed penalties for violation of public works prevailing wage requirements by the DLSE (Labor Commissioner)?	YES____ NO____
12. Does your firm have any pending complaints or investigations by a regulatory authority?	YES____ NO____

I, the undersigned, certify and declare that I have read and understood the questionnaire. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date _____

Signature _____

****END OF SECTION****

SECTION 00430 PROPOSED SUBCONTRACTORS
(To be submitted with bid)

Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

Name	CLSB License Number	Description of Work	% of Work	¹ Status

Name of Bidder

¹ Status **M = Minority Owned Business Enterprise.**
 W = Women Owned Business Enterprise.

Local Assistance Procedures Manual

Exhibit 12-B
Bidder's List of Subcontractors (DBE and Non-DBE)**Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1**

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: _____

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME _____							< \$1 million
							< \$5 million
City, State _____							< \$10 million
							< \$15 million
							Age of Firm in years _____
NAME _____							< \$1 million
							< \$5 million
City, State _____							< \$10 million
							< \$15 million
							Age of Firm in years _____
NAME _____							< \$1 million
							< \$5 million
City, State _____							< \$10 million
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City, State _____							< \$10 million
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							Age of Firm in years _____
NAME _____							< \$1 million
							< \$5 million
City, State _____							< \$10 million
							< \$15 million
							Age of Firm in years _____
NAME _____							< \$1 million
							< \$5 million
City, State _____							< \$10 million
							< \$15 million
							Age of Firm in years _____

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

SECTION 00431 EQUAL EMPLOYMENT OPORTUNITY CERTIFICATION
(To Be Submitted with Bid)

I the bidder _____, and
proposed subcontractor(s) _____, hereby
certify under penalty of perjury that the foregoing is true and correct:

I/we has/have _____, has/have not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The bidder must place a checkmark after "has/have" or "has/have not" in one of the blank spaces provided. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidders Name: _____

Date: _____

Bidders Signature: _____
Authorized Agent

*** END OF SECTION ***

SECTION 00432 PUBLIC CONTRACT CODE SECTION 10285.1 CERTIFICATION
(To Be Submitted with Bid)

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space

END OF SECTION

SECTION 00433 PUBLIC CONTRACT CODE SECTION 10232 CERTIFICATION
(To Be Submitted with Bid)

I the bidder _____, In accordance with Public Contract Code Section 10232, the Contractor, hereby state under penalty of perjury, that:

- ☐ No more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

The bidder must place a checkmark in one of the box above. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidders Authorized Agent

Signature
Name: _____
Title: _____

*** END OF SECTION ***

SECTION 00434 DEBARMENT AND SUSPENSION CERTIFICATION
(To Be Submitted with Bid)

I the bidder _____, In accordance with Title 49, Code of Federal Regulations, Part 29, hereby state under penalty of perjury, that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- ☐ Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency.
- ☐ Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years
- ☐ Does not have a proposed debarment pending.
- ☐ Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

The bidder must place a checkmark in the applicable box(es) above. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidders Authorized Agent

Signature
Name: _____
Title: _____

*** END OF SECTION ***

SECTION 00435 LOCAL BUSINESS ENTERPRISE

1. RECITALS

1. Whereas it is the responsibility of the City to assure that all competitive bids for services, supplies and projects, as well as all professional services, are comprehensively reviewed and evaluated by City staff to ensure the best quality of work is received for the least amount of taxpayer money; and
2. Whereas the City is desirous of providing a preference for local business enterprises (vendors), in an attempt to keep as many local jobs as local as possible, and
3. Whereas the City hopes to balance this preference with assuring the public that the best enterprise/vendor is selected for each and every City contract.

2. POLICY

Definition of “Local Business Enterprise (LBE):” A business enterprise, including but not limited to a sole proprietorship, partnership or corporation, which has a legitimate business presence in the incorporated City limits of the City of Manteca. Evidence of legitimate presence in Manteca shall include:

- A. Having a current Manteca business license; and
- B. Having either of the following types of offices operating legally within the City of Manteca:
 1. The contractor’s principal office; or
 2. The contractor’s regional, branch or satellite office with at least one full-time employee located in the corporate boundaries of the City of Manteca. A post office box address alone does not constitute a “Local Business Enterprise.”

Public, Competitive Bids:

If two or more bids received from responsible bidders are for the same total amount or unit price – quality and service being equal – preference shall be given to the LBE.

In the event two or more bids are received and they are not for the same total amount or unit price, and a bid submitted by **a qualified LBE is within 5% (total net cost)** of the lowest bid or quote, the LBE may be deemed to be the lowest bidder if the LBE agrees, in writing within one business day, to reduce its bid to match the bid or quote of the lowest bidder, providing that the City determines the LBE to be a responsible bidder.

Professional Services:

For professional services not requiring formal bids or quotations, vendor selection is based primarily on qualifications, project understanding and schedule, with cost a secondary concern. Nonetheless, a proposal submitted by a qualified LBE will be taken into account in reaching a final consultant selection decision. A qualified **LBE will be provided 5 points out of 100 in scoring the proposals.**

LOCAL BUSINESS ENTERPRISE

(To be submitted with bid)

Are you a local business enterprise according to this policy?

Yes _____ No _____

If the answer is yes, complete the following:

City of Manteca Business License Number: _____

Address of local office with at least one full-time employee:

I certify under penalty of perjury that the foregoing is true and correct.

Bidders Name: _____

Date: _____

Bidders Signature: _____

Authorized Agent

SECTION 00436 NON LOBYING CERTIFICATION
(To Be Submitted with Bid)

I the bidder _____, in accordance with Section 1352, Title 31 of the US Code, hereby state under penalty of perjury, that, to the best of my knowledge and belief, that:

- ☐ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreements not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency.
- ☐ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.
- ☐ This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- ☐ I shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subrecipients shall certify and disclose accordingly.

The bidder must place a checkmark in the applicable box(es) above. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidders Authorized Agent

Signature
Name: _____
Title: _____

*** END OF SECTION ***

SECTION 00437 DISCLOSURE OF LOBYING ACTIVITY

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ Congressional District, if known _____		
6. Federal Department/Agency: _____		
7. Federal Program Name/Description: _____		
8. Federal Action Number, if known: _____		
9. Award Amount, if known: _____		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)		
11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned		
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: _____ (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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EXHIBIT 10-Q
Disclosure of Lobbying Activities

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

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*** END OF SECTION ***

**SECTION 00438 CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENT**

Complete Exhibit 15-G and, if applicable, Exhibit 15-H.

Local Assistance Procedures Manual

Exhibit 15-G
Construction Contract DBE Commitment

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		\$
22. Local Agency Contract Number:				
23. Federal-Aid Project Number:				
24. Bid Opening Date:				%
25. Contract Award Date:				
26. Award Amount:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date	
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone	
31. Local Agency Representative's Title		21. Preparer's Title		

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENTCONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the [California Unified Certification Program database](#).
13. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column.
%: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
23. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
24. **Bid Opening Date** - Enter the date contract bids were opened.
25. **Contract Award Date** - Enter the date the contract was executed.
26. **Award Amount** - Enter the contract award amount as stated in the executed contract.
27. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

Local Assistance Procedures Manual

Exhibit 15-H
 Proposer/Contractor Good Faith Effort

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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Exhibit 15-H
Proposer/Contractor Good Faith Effort

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Local Assistance Procedures Manual

Exhibit 15-H
Proposer/Contractor Good Faith Effort

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts:

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*** END OF SECTION ***

SECTION 00439 REQUIRED STATE/FEDERAL CONTRACT LANGUAGE

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.

The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the

transportation services the lessee DBE provides on the Contract.

- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract

9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment

- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract

acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM

9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.
[This provision may be omitted by the Local Agency, at their option.]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 90 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Manteca the sum of \$4,200 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products [such as:](#)
 - [2.1 Polyvinylchloride](#)
 - [2.2 Composite Building Materials](#)
3. Glass
4. [Fiber optic cable \(including drop cable\)](#)
5. [Optical fiber](#)
6. Lumber
7. [Engineered wood](#)
8. Drywall

[All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.](#)

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. None
2. None

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the

Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway, 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction

Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA	
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
177	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA	14.3
	Yolo Non-SMSA Counties	
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	24.3
	8120 Stockton, CA	
	CA San Joaquin	19.8
	Non-SMSA Counties	
179	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	

	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	23.6
	CA Kings; CA Madera; CA Tulare	

180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	19.7
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	
	CA Imperial	18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of

race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with

regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions (to
be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is [shown on the Notice of Bidders](#).

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City of Manteca :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City of Manteca approval for this submitted information before the prime contractor starts work. The City of Manteca credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City of Manteca and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Manteca reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or

systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

*** END OF SECTION ***

SECTION 00440 SITE VISIT AFFIDAVIT
(To Be Submitted with Bid)

NAME OF PROJECT: Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)

State of California

County of _____

_____, being first duly sworn, deposes
(Printed Name of Contractor's Authorized Representative)

he or she is

_____ of _____,
(Title of Representative) (Bidder's Name)

the party making the bid, has visited the Site of the Work as described in the Contract Documents and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signed this _____ day of _____, 20____.

Authorized Signature

*** END OF SECTION ***

SECTION 00450 SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

(To Accompany Bid)

Bidders must designate the manufacturer/supplier of each item of equipment, materials or systems listed below. By such designation, Bidder warrants the equipment and material manufactured and/or supplied by the named manufacturer or supplier, with the exception of substitutions which may be proposed.

A substitute may be proposed in accordance with Public Contract Code 3400. Bidder agrees that should it propose a substitute manufacturer/supplier, that prior to award, Bidder shall submit complete information, satisfactory to the City, demonstrating that such manufacturer's or supplier's equipment is in general compliance with the requirements of the Contract Documents. Full submittal information as specified under Specifications Section 01340, Shop Drawings, Products Data and Samples, shall be submitted following award.

If the City should determine that the proposed substitute does not meet the requirements of the Contract Documents, the Bidder's Bid will be rejected unless, prior to award, the Bidder agrees in writing to furnish a listed manufacturer/supplier or submits an acceptable substitute without change in the Bid price.

Equipment substitutions listed in this section are exempt from the cost sharing provisions of Specifications Section 01340, Substitutions. However, the Bidder will be responsible for any additional costs necessary for the incorporation of such substitutions as provided for in Specification Section 01340, Modifications and Costs.

The following named items of major equipment and materials will be supplied by the manufacturers or suppliers as written in by the bidder. By so indicating, the bidder warrants that the equipment and material manufactured and/or supplied by the named manufacturer or supplier will be provided on the project unless review of submittal information or performance under tests reveals that the equipment or material does not meet the Contract requirements. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid non-responsive and may be the basis for rejection of the Bid.

If the Bidder fails to identify a manufacturer/supplier for any item shown on this list, the City has the right to waive such omission. In such case it will be assumed that the manufacturer/supplier to be used by the Bidder will be the first listed manufacturer/supplier identified for the given item.

NAME OF BIDDER _____

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIES			
Item	Description	Section	Manufacturer/Supplier
	RECTANGULAR RAPID FLASHING BEACON SYSTEM (Solar Powered)		

**** END OF SECTION ***

**SECTION 00470 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS
(To be submitted with Bid)**

At the time the bid proposal is submitted to the City, the Bidder is not required to obtain the required insurance coverage as outlined in the Contract Documents. The objective of this acknowledgement is for the Bidder to verify they have reviewed and understood the insurance requirements and that they are able to obtain the insurance coverage if awarded the Project.

If awarded the Project, the Bidder also acknowledges that the City will not accept contract change orders that are based on insurance costs that were not appropriately considered.

Bidder certifies that full compensation for the requirements set forth in Section 00820 **LIABILITY AND INSURANCE REQUIREMENTS** of the Contract Documents is included in the Bid Price.

Bidder acknowledges that he has reviewed the insurance requirements for the **Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)** and certifies that he can and will acquire the insurance specified coverages and limits if the City awards the Project to the Bidder.

Bidder's Signature _____

Date _____

***** END OF SECTION *****

**SECTION 00480 NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and say that he or she is
of _____ the party making the foregoing bid that the bid is not made in the
interest of, or on behalf of, any undisclosed person, partnership, company, association, organization,
business entity, business combination, or corporation; that the bid is genuine and not collusive or sham;
that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham
bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone
else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone
interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any
corporation, partnership, company association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or sham bid.

Signature

Name of Bidder

Title

Date

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Signature of Notary Public in and for
the County of _____,
State of California.

*** END OF SECTION ***

**SECTION 00490 DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE
AFFIDAVIT**

In accordance with California Labor Code as amended through Senate Bill (SB) 96, no contractor or subcontractor shall be listed on a bid proposal for a public works project or awarded a contract for public work on a public works project unless registered with the California Department of Industrial Relations (DIR).

This project is subject to compliance monitoring and enforcement by the DIR. For information regarding registration, please go to:

www.dir.ca.gov

I, the Bidder, certify that:

I am aware of the provisions of SB 96 and subsequent DIR regulations which require Contractors/Vendors to comply with all labor compliance requirements including, but not limited to, prevailing wage requirements, Labor Code Sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract and maintain compliance throughout the completion of said contract. Any fees levied by DIR as a result of contractor's non-compliance shall be borne by the contractor.

Signature

Date

Print Name

Business Name

Title

CSLB License Number

DIR Registration Number

END OF SECTION

**SECTION 00491 STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

*[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]*

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the Contractor was properly licensed when the Contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order

to a Contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028. 7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103 .5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

_____ Signature, Date	_____ Business Name
_____ Print Name	_____ Contractor License Number, Class
_____ Title	_____ Contractor License Expiration

*** END OF SECTION ***

**SECTION 00500 AGREEMENT
FOR THE CONSTRUCTION OF**

Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL
5242(036)

This AGREEMENT, made this _____ day of _____,
20____ by and between City of Manteca, hereinafter called the "City," and _____
_____ hereinafter
called the "Contractor."

W I T N E S S E T H:

Article 1. WORK

WHEREAS, the City has caused the contract documents to be prepared comprised of bidding and contract requirements and technical specifications and plans for the construction of the **Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)** ("PROJECT") as described therein, and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of this AGREEMENT and the contract documents in the sum of \$_____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work at the total bid and on the terms and conditions herein contained, and the City agrees to pay the Contractor as provided herein for the fulfillment of the work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of the Contract are set forth in the contract documents, each of which is by this reference made a part hereof.

Article 2. ENGINEER

The Project has been designed by Bennett Engineering Services Inc., who is hereinafter called Engineer and who is to act as Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer of Record in connection with completion of this PROJECT and in accordance with the contract documents.

Article 3. CONTRACT TIMES

3.1. TIME ALLOWED FOR COMPLETION

The Work shall be completed within 75 working days of Notice to Proceed for Substantial Completion and 15 working days after Substantial Completion for Final Completion as provided in Paragraph 2.03 of the General Conditions, and ready for final payment in accordance with Paragraph 14.07B of the General Conditions

3.2. LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1. above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$4,200 for each calendar day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3.1. for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner \$4,200 for each calendar day that expires after the time specified in Paragraph 3.1. for completion and readiness for final payment.

Article 4. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Construction Manager as provided in the General Conditions.

Article 5. INTEREST

Payment of interest shall be as provided in the General Conditions.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1. Contractor has thoroughly examined and carefully studied the contract documents (including the Addenda listed in Paragraph 8.) and the other related data identified in the Bidding Documents including "technical data."
- 6.2. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 6.4. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in Paragraph 4.02A. of the General Conditions.

Contractor accepts the determination set forth in Paragraph 4.02. of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in Paragraph 4.02. of the General Conditions.

Contractor acknowledges that such reports and drawings are not contract documents and may not be complete for Contractor's purposes.

Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the contract documents with respect to Underground Facilities at or contiguous to the site.

Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the contract times and in accordance with the other terms and conditions of the contract documents.

- 6.5. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the contract documents.
- 6.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
- 6.7. Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies in the contract documents and the written resolution thereof by Engineer through issued addendum or addenda is acceptable to Contractor, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by Owner, because of insufficient time or otherwise, Contractor has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.

Article 7. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1. This Agreement.
- 7.2. Exhibits to this Agreement.
- 7.3. Performance, Payment, and other Bonds.
- 7.4. Notice to Proceed.
- 7.5. General Conditions.
- 7.6. Supplementary Conditions.
- 7.7. Drawings consisting of a cover sheet and sheets numbered 1 through _____.
- 7.8. Technical Specifications and Special Provisions
- 7.9. Addenda numbers _____to _____, inclusive.
- 7.10. Bid Period Questions and Answers (Enclosure A).
- 7.11. Contractor's Bid (pages _____to _____, inclusive) marked Exhibit _____.
- 7.12. Documentation submitted by Contractor prior to Notice of Award (pages _____to _____ inclusive).
- 7.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto:
- 7.14. All written amendments and other documents amending, modifying or supplementing the contract documents pursuant to Paragraph 3.04 of the General Conditions.
- 7.15. Caltrans Standard Plans and Standard Specifications dated 2024

There are no contract documents other than those listed above in this Article 7. All the documents above are contained herein with the exception of the Caltrans Standard Plans and Specifications, dated 2024. The contract documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS

- 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions
- 8.2. No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys

that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

- 8.3. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.
- 8.4. Any provision or part of the contract documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, this agreement has been executed on this ____ day of _____, 20____.

Name of Contractor

CITY OF MANTECA

Signature of Contractor

Toni Lundgren, City Manager

Title of Signator

ATTEST

Address

Cassandra Candini-Tilton, City Clerk

Phone Number

APPROVED AS TO FORM

Contractor's License No.

Riana Daniel, Interim City Attorney

****END OF SECTION****

**SECTION 00610
FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, City of Manteca, hereinafter designated the "City," has, on _____, 20____, awarded to _____, hereinafter designated as the "Principal," a Contract for the construction of the **Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)** .

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, it or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on it or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

It is acknowledged that the Contract provides for one-year warranty period, during which time this bond remains in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same 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 or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

Principal

Signature for Principal

Title of Signator

(Seal)

Surety

Signature for Surety

Title of Signator

APPROVED AS TO FORM:

Riana Daniel, Interim City Attorney

APPROVED AS TO SUFFICIENCY:

Kevin Jorgensen II, Director of Engineering

Attach Notary Form Here

****END OF SECTION****

SECTION 00620 PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, City of Manteca, hereinafter designated as the "City," has, on _____, 20____, awarded to _____, hereinafter designated as the "Principal," a Contract for the construction of the **Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)**, and

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, providing that if said Principal, or any of it or its subcontractors shall 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 done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, it or its heirs, executors, administrators, successors, or assigns, shall 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 for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the City as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

(Seal)

Signature for Principal Title

Surety

(Seal)

Signature for Surety Title

APPROVED AS TO FORM:

APPROVED AS TO SUFFICIENCY:

Riana Daniel, Interim City Attorney

Kevin Jorgensen II, Director of Engineering

Attach Notary Form Here

*** END OF SECTION ***

SECTION 00630 WARRANTY BOND

Whereas, the City Council of the City of Manteca, State of California, and

(hereinafter designated as “Contractor”) have entered into a Contract whereby Contractor agrees to repair any improvements set forth in said Contract identified as the **Yosemite Avenue (Walnut Avenue to Main Street) Bike and Pedestrian Improvement Project CIP 20006 HSIPL 5242(036)** and awarded by Resolution to Contractor on _____, 20____, is hereby referred to and made a part hereof, and

Whereas, the Contractor is required under the terms of said Contract to furnish a one year bond starting at Final Completion for the Warranty of Improvements of said Contract.

Now, therefore, we, the Contractor and _____ as surety, are held and firmly bound unto the City of Manteca, hereinafter called “City” in the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded 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 provisions in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Manteca, its officers, agents and employees, as therein stipulated, 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 successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

In witness whereof, this instrument has been duly executed by the Contractor and surety
above named, on _____, 20____.

Name of Contractor

Name of Surety

Address

Address and Telephone

Signature of Contractor

Signature of Surety

APPROVED AS TO FORM:

APPROVED AS TO SUFFICIENCY:

Riana Daniel, Interim City Attorney

Kevin Jorgensen II, Director of Engineering

Attach Notary Form Here

*** END OF SECTION ***

SECTION 00650 WORKERS' COMPENSATION INSURANCE

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the City the following certification:

"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."

Signature

Name of Contractor

Title

Date

****END OF SECTION****

SECTION 00700 GENERAL CONDITIONS

**STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT**

CITY OF MANTECA

These General Conditions are based in part on
EJCDC C-700 (2002 Copyrighted Edition)

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS AND TERMINOLOGY

Section 1.01 Defined Terms

- A. Wherever used in these General Conditions or in other Contract Documents, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof. Said terms are generally capitalized or written in italics, but not always. When used in a context consistent with the definition of a listed-defined term, the term shall have a meaning as defined below whether capitalized or italicized or otherwise.
1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*--The form acceptable to Construction Manager which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*--The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*--A document recommended by Construction Manager which is signed by Contractor and Owner and 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 Agreement.
 10. *City*--City of Manteca, San Joaquin County, California, including its agencies, departments or divisions whose conduct or action is related to the work.
 11. *Claim*--A demand or assertion by Owner 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.
 12. *Construction Manager*--The individual or entity retained by the Owner to perform construction quality assurance and contract administration functions not involving reviews and interpretations with respect to design intent. The Construction Manager is a representative of the City, either an employee or consultant, employed to act as advisor to the City in construction matters related to the Contract.
 13. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether

written or oral.

14. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
15. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
16. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Construction Manager's written recommendation of final payment.
17. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.
18. *Cost of the Work*--See Paragraph 11.01.A for definition.
19. *Day*-- 24 consecutive hours running from midnight to midnight; calendar day.
 - a. *business day*: Day on the calendar except a Saturday and a holiday.
 - b. *working day*: Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
 - 1) Saturday and a holiday.
 - 2) Day during which Contractor cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
 - i) Adverse weather-related conditions.
 - ii) Traffic maintenance under the Contract.
 - iii) Suspension of a controlling activity that Contractor and the Owner agree benefits both parties.
 - iv) Unanticipated event not caused by either party, such as:
 - a) *Act of God*
 - b) *Act of a public enemy*.
 - c) *Epidemic*.
 - d) *Fire*.
 - e) *Flood*.
 - f) *Governor-declared state of emergency*.
 - g) *Landslide*.
 - h) *Quarantine restriction*.
 - v) Issue involving a third party, including:
 - i) *Industry or area-wide labor strike*.
 - j) *Material shortage*.
 - k) *Freight embargo*.

- l) *Jurisdictional requirement of a law enforcement agency.*
 - m) *Workforce labor dispute of a utility or non-City facility owner resulting in a non-City facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a non-City facility includes installation, relocation, alteration, or removal of the facility.*
 - 3) Day during a concurrent delay.
- 20. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows, on paper, 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.
- 21. *Delay*--Event that extends the completion of an activity.
 - a. *excusable delay*: Delay caused by the Department and not reasonably foreseeable when the work began, such as:
 - 1) Change in the work
 - 2) Department action that is not part of the Contract
 - 3) Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
 - 4) Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
 - 5) Department's failure to obtain timely access to the right-of-way
 - 6) Department's failure to review a submittal or provide notification in the time specified
 - b. *critical delay*: Excusable delay that extends the scheduled completion date.
 - c. *concurrent delay*: Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
 - 1) Critical delay
 - 2) Delay to a controlling activity caused by the Contractor
 - 3) Non-working day
- 22. *Department*--Engineering Division of the Public Works Department, City of Manteca, and its authorized representatives.
- 23. *Detour*--Temporary route for traffic around a closed road part. A passageway through a job site is not a detour.
- 24. *Director*--the Director of the Public Works Department, City of Manteca.
- 25. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 26. *Engineer*--The individual or entity named as such in the Agreement.
- 27. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
- 28. *Force Account Work*--Work ordered on a construction project without an existing agreement on its cost, and performed with the understanding that the contractor will bill the owner according to the cost of labor, materials, and equipment, plus a certain percentage for overhead and profit. (Refer to

Section 12.01 of these General Conditions, and the California Department of Transportation Equipment Rental Rates and Labor Surcharge).

29. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
30. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
31. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
32. *Holiday*--Holiday shown in the following table:

Holidays	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	February 1st
Birthday of Martin Luther King, Jr.	3rd Monday in February
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday in February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

If February 1st, February 12th, March 31st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If November 11th falls on a Saturday, the preceding Friday is a holiday.

Additionally, the City does not work on alternating Fridays of every month. Special accommodations must be made by the Contractor for City staff to be available for any work to occur on these Fridays.

33. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
34. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
35. *Material shortage*--
 - a. *Shortage of raw or produced material that is area-wide and caused by an unusual market condition except if any of the following occurs:*
 - 1) Shortage relates to a produced, nonstandard material
 - 2) Supplier's and the Contractor's priority for filling an order differs
 - 3) Event outside the United States for a material produced outside the United States
 - 4) Unavailability of water that delays a controlling activity

36. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
37. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
38. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
39. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
40. *PCBs*--Polychlorinated biphenyls.
41. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
42. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
43. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
44. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
45. *Quality Control Plan*--Contractor's plan to ensure QC.
46. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
47. *Related Entity*--An officer, director, partner, employee, agent, consultant, or subcontractor.
48. *Resident Project Representative*--The authorized representative of Construction Manager who may be assigned to the Site or any part thereof.
49. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
50. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
51. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
52. *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.
53. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

54. *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.
55. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
56. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Construction Manager, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be safely and conveniently utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
57. *Substantial Defects*--Defects plainly seen as damaged, displaced, or missing parts or improper functioning of materials, parts, equipment, or systems.
58. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.
59. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.
60. *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 to be incorporated in the Work by Contractor or any Subcontractor.
61. *Traffic*--Pedestrians, bicyclists, ridden or herded animals, vehicles, streetcars, and other conveyances either singularly or together while using any street, roadway or sidewalk for purposes of travel.
62. *Traffic lane*--Portion of traveled way used for the movement of a single line of vehicles.
63. *Traveled way*--Portion of the roadway for the movement of vehicles, exclusive of the shoulders, berms, sidewalks, and parking lanes.
64. *Unauthorized Work*: Work performed outside of the scope of the agreement or beyond the lines and grades described in the Contract or established by the Engineer or extra work performed without City authorization.
65. *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.
66. *Unit Price Work*--Work to be paid for on the basis of unit prices.
67. *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.
68. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Construction Manager ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the

Contract Price or Contract Times. The signatory for the Owner may authorize a Work Change Directive for work on a Not-to-Exceed basis, where the Engineer's estimate for probable cost for said work is within the signatories authority and threshold in conformance of the City's purchasing policies.

- 69. *Withhold*--Money temporarily or permanently taken from a progress payment.
- 70. *Work*--Resources and activities required for Contract acceptance, including labor, materials, equipment, and the created product.
- 71. *Work Plan*--Detailed formulation of a program of action.
- 72. *Work Zone*--Area of a roadway or street with construction, maintenance, or utility work activities.

Section 1.02 Terminology

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.
- B. Intent of Certain Terms or Adjectives
 - 1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer or Construction Manager. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer or Construction Manager as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer or Construction Manager any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. Day
 - 1. The word "day" means a calendar day of twenty-four (24) hours measured from midnight to the next midnight.
- D. Defective
 - 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents, or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
 - c. has been damaged prior to --Construction Manager's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).
- E. Furnish, Install, Perform, Provide, Supply
 - 1. The word "Furnish" or the word "Install" or the word "Perform" or the word "Provide" or the word "Supply," or any combination or similar directive or usage thereof, shall mean FURNISHING AND

INCORPORATING IN THE WORK including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context used.

2. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2. PRELIMINARY MATTERS

Section 2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

Section 2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

Section 2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

Section 2.04 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

Section 2.05 Before Starting Construction

- A. Preliminary Schedules: Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Construction Manager for timely review:
 1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Section 2.06 Preconstruction Conference

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Construction Manager

and Engineer, 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 in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

Section 2.07 Initial Acceptance of Schedules

- A. At least ten (10) days before submission of the first Application for Payment a conference attended by Contractor, Construction Manager, and others as appropriate will be held to review for acceptability to Construction Manager as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
- B. The Progress Schedule will be acceptable to Construction Manager if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Construction Manager responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
- C. Contractor's Schedule of Submittals will be acceptable to Construction Manager and Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
- D. Contractor's Schedule of Values will be acceptable to Construction Manager as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work for each Bid Item as submitted on the Bid Sheet.

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Section 3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations with respect to the design intent of the Contract Documents shall be issued by Engineer through the Construction Manager, and clarifications and interpretations with respect to administrative matters shall be issued by the Construction Manager as provided in Article 9.
- D. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.
- E. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross

referencing is complete.

Section 3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, Engineer or Construction Manager, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer or Construction Manager, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

Section 3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Construction Manager any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer through Construction Manager before proceeding with any Work affected thereby.
2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Construction Manager in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner, Construction Manager or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

Section 3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order
 - 2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification of matters of design intent issued through the Construction Manager, and Construction Managers written interpretation or clarification of administrative matters.

Section 3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
 - 2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adoption by Engineer.
- B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

Section 3.06 Electronic Data

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

Section 4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of

general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

1. Where easement lines are shown on the Contract Drawings they shall be considered as shown in their final location unless stipulated otherwise in the Supplementary Conditions.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Section 4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, 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, 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.

Section 4.03 Differing Subsurface or Physical Conditions

- A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Construction Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Construction Manager's and Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Construction Manager will promptly review the pertinent condition with Engineer as appropriate, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor and Engineer) of Construction Manager's findings and conclusions.
- C. *Possible Price and Times Adjustments*:
1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner, Engineer and Construction Manager, and any of their Related Entities 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.

Section 4.04 Underground Facilities

- A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
 - b. contacting and coordinating with underground service alert (USA) and locating all Underground Facilities within the construction area
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
 3. Pursuant to Government Code Section 4216-4216.9, the Contractor shall notify the appropriate regional notification center of all excavations as required under Government Code sections 4216 to 4216.9. The Contractor shall contact Underground Service Alert at 1-800-642-2444 for the location of subsurface installations. Contractor shall furnish to the Construction Manager written documentation of its contact(s) with Underground Service Alert within two (2) days after such contact(s).
 4. At least two (2) days before performing any excavation work, the Contractor shall request the utility owners to mark or otherwise indicate the location of their service. Contractor shall furnish to the Construction Manager written documentation of its contact(s) with utility owners requesting them to mark or otherwise indicate the location of their respective facilities within three (3) days after such contact(s).
 5. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective owners and which Contractor believes may affect or be affected by Contractor's operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.
- B. Not Shown or Indicated:
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Construction Manager. Construction Manager will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 2. If Construction Manager concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the Owner or utility company to provide for the removal or relocation of facilities for which they are the responsible party.

3. When the General Requirements, Specifications, or Construction Drawings indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.
4. Temporary or permanent service, relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.
5. Except where the owner of a damaged utility has advised that it intends to repair the damage through its own forces or forces that it will retain or has retained, Contractor shall, within 24 hours of receipt from the Owner of notice to commence correction of damage, notify the Construction Manager in writing if Contractor intends to repair the damage. During nights and weekends when work is not in progress, Owner may give such notice by telephone or by facsimile transmission to the Contractor's facsimile number and such notice will be immediately effective. The Contractor's failure to provide timely written notification that it intends to repair the damage shall be deemed its agreement that the Owner may repair the damage at Contractor's expense without further notice and without prejudice to any other remedy available to Owner. In such event, the Contractor may observe the Work if this can be done without in any way delaying the progress thereof, but may not contest any element of the expense of repair or the lack of further notice. This provision is in addition to any other remedy, including the remedy provided in 13.09, Owner May Correct Defective Work.

Section 4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Construction Manager's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Construction Manager whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by licensed land surveyor registered in the state of California.

Section 4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, 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 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.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract

Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Construction Manager (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Construction Manager concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
 - 1. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- E. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- F. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer and Construction Manager, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.F shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer and Construction Manager, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - 1. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5. BONDS AND INSURANCE

Section 5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

Section 5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

Section 5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

Section 5.04 Contractor's Liability Insurance

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner, Engineer and Construction Manager, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Contract Documents or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
 - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.
 8. With respect to all insurance required by this paragraph 5.04., Contractor agrees to waive all rights of subrogation against Owner, Engineer and Construction Manager, and each additional insured identified in the Supplemental Conditions.

Section 5.05 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

Section 5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, Engineer and Construction Manager, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, collapse, explosion, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, Engineer and Construction Manager with thirty (30) days written notice to each other additional insured.
- B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, Engineer and Construction Manager, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty (30) days prior written notice has been given to Owner and Contractor and to each other additional insured and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will

be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

Section 5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, Engineer and Construction Manager, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer and Construction Manager, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, Engineer and Construction Manager, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, Engineer or Construction Manager, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

Section 5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this

power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

Section 5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Section 5.10 Partial Utilization, Acknowledgment of Property Insurer

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.
1. All insurance required by the Contract Documents, or by laws or regulations shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by Owner, until all Work included in the agreement has been completed and final payment has been made.
 2. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's, subcontractors' or suppliers' operations under the Contract. Contractor agrees that Contractor alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Construction Manager shall not operate to the contrary.

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES

Section 6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Means or methods of work suggested by the Owner, the Construction Manager, or the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Owner, Construction

Manager, or the Engineer assume no responsibility therefor, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of Work.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Construction Manager except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

Section 6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. In the absence of any Federal, state or local laws, regulations or covenants, the Contractor may conduct its performance of the Work at the Contractor's sole discretion, except that the cost of any overtime pay or other expense incurred by the Owner for Resident Project Representative, Owner's Representative and construction observation services, occasioned by the conduct of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day, shall be reimbursed to the Owner by the Contractor. Contractor shall provide to Construction Manager 72-hour written notice of intent to work outside of regular working hours.
- C. Prevailing Wage:
 - 1. Pursuant to SB 854 and to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of wages of the locality in which the Work is to be performed and applicable to the work to be done. Prevailing wage for each job category shall be as published by Department of Industrial Relations at the time of project work.
 - 2. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - 3. No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5
 - 4. Contractor shall post job site notices prescribed by regulation.
 - 5. For each worker paid less than the stipulated rate in the execution of the Contract by the Contractor, or any subcontractor under it, in violation of the provisions of the Labor Code, and in particular, Section 1770 to Section 1780, inclusive, the Contractor shall be subject to the provisions and penalties of Section 1775 of the Labor Code. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amounts paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing rate shall be paid to each worker by the Contractor.
 - 6. The wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum set forth.
 - 7. No extra compensation whatever shall be allowed by the City due to the inability of the Contractor to hire labor at the minimum rate nor for any necessity for payment by the Contractor for subsistence, travel time, overtime, or other added compensation, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the bid.
 - 8. If it becomes necessary to employ a craft other than those listed in the prevailing rates, the Contractor

shall notify the City immediately and the City will obtain the additional prevailing rate from the Director of the Department of Industrial Relations and the rate thus determined shall be applicable as a minimum at the time of initial employment.

9. The Contractor shall pay travel and subsistence payments to workers needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.
10. City and Contractor stipulate that Labor Code Section 1775 will be complied with.
11. The City will consider the type of work performed by classification traditionally employed to perform said work in San Joaquin County when determining appropriate craft, classification or type of worker under Section 1733.2 of the California Labor Code.
12. Not Used.
13. Certified Payrolls - In accordance with Section 1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or the subcontractor in connection with the project. Pursuant to SB 854, All Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
14. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or its authorized representative on request.
 - b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - c. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.
15. The Contractor is responsible for its and its subcontractors' compliance with the provisions of Section 1776 of the Labor Code.
16. Overtime Requirements - The Contractor shall forfeit, as a penalty to the City, the penalty as provided in Section 1813 of the Labor Code for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and a half (1.5) times the basic rate of pay as provided for in Section 1815 of the Labor Code.
17. Apprentice and Trainee - Attention is directed to the provisions in Section 1777.5 of the Labor Code and in accordance with the regulations of the California Apprenticeship Council concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.
18. Section 1777.5 requires the Contractor or subcontractors employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the project that administers the apprenticeship program in that trade for a certificate of approval. The Contractor and subcontractors are required to submit contract award information to the applicable joint

apprenticeship committee. As provided for in Section 1777.5 of the Labor Code, the Contractor is required to make contributions to funds established for the administration of apprenticeship programs.

19. It shall be the responsibility of the Contractor to abide by the provisions of Section 1777.5 of the Labor Code and to require all subcontractors employed by or contracting with the Contractor to abide by said provisions. The Contractor shall furnish the City any and all evidence of compliance with this code section when requested by the City.
20. For failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code. The provisions of this paragraph apply only to the extent not preempted by Federal law.
21. Workers' Compensation Insurance - The Contractor is required to secure the payment of compensation to its employees in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and Paragraph 00820-2.40, Workers' Compensation Insurance.

Section 6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
 1. Where the Work requires equipment be furnished, due to the lack of standardization of equipment as produced by the various manufacturers, it may become necessary to make minor modifications in the structures, buildings, piping, mechanical work, electrical work, accessories, controls, or other work, to accommodate the particular equipment offered. Contractor's bid price for any equipment offered shall include the cost of making any necessary changes subject to the approval of Construction Manager.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer or Construction Manager, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
 1. Materials and equipment, if furnished by the Owner, will be made available as designated in the General Requirements. The cost of unloading, hauling and handling, and placing Owner-furnished materials and equipment shall be considered as included in the price bid for the Contract item involving such Owner-furnished material.
 2. Contractor shall inspect and assure itself of the amount and soundness of such materials and equipment.
 3. The Contractor will be held responsible for all materials and equipment furnished to it and received by it, and shall pay all demurrage and storage charges. City-furnished materials and equipment lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Owner for the cost of replacing Owner-furnished material and equipment and such costs may be deducted from any moneys due or to become due the Contractor.
- D. All items of standard equipment shall be the latest model at the time of bid, unless otherwise specified.

Section 6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Construction Manager for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

Section 6.05 Substitutes and “Or-Equals”

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - i) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - ii) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; it has a proven record of performance and availability of responsive service; and

Contractor certifies that, if approved and incorporated into the Work:

- iii) there will be no increase in cost to the Owner or increase in Contract Times, and
 - iv) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 2. Substitute Items
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Construction Manager from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Construction Manager for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - i) shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified;
 - ii) will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
 - 2) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - iii) will identify:
 - 1) all variations of the proposed substitute item from that specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - iv) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. **Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. **Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. **Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges

of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

Section 6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner, Engineer, and Construction Manager for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner, Engineer or Construction Manager and any such Subcontractor, Supplier or other individual or entity, nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Construction Manager and Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner, Construction Manager and Engineer. Whenever any such agreement is with a Subcontractor or

Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Construction Manager and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

Section 6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Construction Manager and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Section 6.08 Permits

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

Section 6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner, Construction Manager nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work

shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

Section 6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Section 6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas
 - 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 - 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Construction Manager and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Construction Manager for reference, and shall be current at the time of Contractor's submission of Application for Payment as a condition precedent for Construction Manager's

recommendation of payment. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Construction Manager for Owner. Contractor shall include accurate locations for buried and imbedded items.

Section 6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
 - 1. At least three (3) business days before performing any excavation work or other work that could damage existing improvements within, or adjacent to, the Work area, the Contractor shall notify the owners of properties adjacent to the Work area of intended commencement of such Work and request that such owners mark or otherwise indicate the location of underground improvements of which they are aware or other improvements not readily apparent from visual inspection of the adjacent property, such as survey points and utility service installations not owned by the appropriate utility. The Contractor shall also give three (3) business days notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way that are designated for removal or would be destroyed because of the Work. Contractor shall furnish to the Construction Manager written documentation of its contact(s) with property owners (1) requesting them to mark or otherwise indicate the location of their respective facilities, and (2) notifying them to salvage or relocate landscaping or improvements within or adjacent to the Work area within two (2) days after such contact(s).
 - 2. It shall be the Contractor's responsibility to determine the exact location (including depth for underground improvements) and to document the existing condition of all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) which the Contractor believes may affect or be affected by Contractor's operations.
 - 3. In the event that existing improvements are found that have not been identified in the Contract Documents or indicated by the respective property owner, or are found to exist in a substantially different location than so indicated, the Contractor shall (1) immediately notify the Construction Manager thereof in writing, and (2) take steps to avoid damaging such improvements, including ascertaining their exact location if not yet known.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the

fault of Drawings or Specifications or to the acts or omissions of Owner, Construction Manager or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

1. The Contractor shall immediately notify the Construction Manager and the property owner of any damage to any existing improvements that have not been designated to be removed. The Contractor shall be responsible for the cost of repairing or restoring all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.
 2. The Contractor shall protect from damage all landscaping (e.g., trees, lawns, shrubbery, etc.) adjacent to the Work area or within the Work area that have not been designated to be removed. The Contractor shall immediately notify the Construction Manager and the property owner of any damage to any such landscaping which is not designated for removal. The Contractor shall be responsible for the cost of restoring or replacing such landscaping in as nearly the original conditions and location as it is reasonably possible. Lawns shall be re-seeded and covered with suitable mulch.
 3. Except where an owner of damaged improvements or landscaping has advised that he or she intends to repair the damage himself or through forces that he or she will retain or has retained, Contractor shall, within 24 hours of receipt from the Owner of notice to commence correction of damage, notify the Construction Manager in writing if Contractor intends to repair the damage. During nights and weekends when work is not in progress, Owner may give such notice by telephone or by facsimile transmission to the Contractor's facsimile number designated and such notice will be immediately effective. The Contractor's failure to provide timely written notification that it intends to repair the damage shall be deemed its agreement that the Owner may repair the damage at Contractor's expense without further notice and without prejudice to any other remedy available to City. In such event, the Contractor may observe the Work if this can be done without in any way delaying the progress thereof, but may not contest any element of the expense of repair or the lack of further notice. This provision is in addition to any other remedy, including the remedy provided in 13.09, Owner May Correct Defective Work.
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Construction Manager has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- E. The Contractor shall establish, implement, and maintain a Written injury prevention program as required by Labor Code Section 6401.7. This written program shall be submitted to the Construction Manager within five (5) days of Notice to Proceed. The Contractor's injury prevention program will not be reviewed for approval. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the safety program. The Contractor, as a part of its safety program, shall maintain at its office or other well-known place at the Site, safety equipment applicable to the Work as prescribed by the aforementioned authorities, all items necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite.
1. In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation 5 feet or more in depth, detailed plans showing the design of shoring, bracing,

sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. If such plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety orders. The Contractor shall designate in writing to the Construction Manager the "competent person" with the authority and responsibilities designated in the Construction Safety Orders.

2. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the City. In addition, the Contractor must promptly report in writing to the Construction Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.
3. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

Section 6.14 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Section 6.15 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

Section 6.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- B. If Contractor fails to take appropriate action in an emergency, the Owner also reserves the right to perform any portion of the work that threatens the safety or health of the public or Owner, and the safety of the work or any property or equipment. In the event the Owner performs work in an emergency, an appropriate Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor the cost for performing such Work, including compensation for the Engineer's, the Construction Manager's, and City's additional services made necessary by such emergency.

Section 6.17 Shop Drawings and Samples

- A. Contractor shall submit required Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings:
 - a. Submit number of copies specified in the General Requirements.
 - i) Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - ii) Shop Drawings submitted as herein provided by Contractor and reviewed by Engineer for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by Owner.
 - iii) When Shop Drawings are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the drawings and Specifications.
 - iv) For-Information-Only submittals upon which the Engineer is not expected to conduct review or take responsive action may be so identified in the Contract Documents.
 2. *Samples*: Contractor shall also submit required Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures*:
1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
 - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation; otherwise Contractor will not be relieved of the

responsibility of executing the Work in accordance with the Contract Documents, even though such Shop Drawings or Samples have been otherwise reviewed.

- a. If a Shop Drawing or Sample, as submitted, indicates a variation from the Contract Requirements as set forth in the Contract Documents and Engineer finds same to be in the interest of Owner and to be so minor as not to involve a change in the Contract Price or time for performance, Engineer may approve the Shop Drawings or Samples; provided however, such departure is slight in nature and does not affect the design concept of the Work.
4. Contractor shall submit all Shop Drawings and Samples sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking and to avoid any delay in progress of the Work.
5. Shop Drawings and Sample submittals not conforming to requirements of this paragraph 6.17D and Section 01340 will be returned to Contractor without action for resubmittal and the resulting delay shall be entirely the responsibility of Contractor.

D. Engineer's Review

1. Engineer will provide timely review of required Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.
4. Engineer's check and review of Shop Drawings and Samples, Standard Specifications and descriptive literature submitted by Contractor will be only for general conformance with design concept, except as otherwise provided, and shall not be construed as:
 - a. permitting any departure from the Contract Requirements;
 - b. relieving Contractor of the responsibility for any error in details, dimensions or otherwise that may exist in such submittals;
 - c. constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or
 - d. approving departures from additional details or instructions previously furnished by Engineer. Such check or review shall not relieve Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for

by Engineer on previous submittals.

Section 6.18 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

Section 6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Construction Manager and Engineer, and their Related Entities, shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Construction Manager and Engineer;
 - 2. recommendation by Construction Manager or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Construction Manager or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by the Construction Manager, Engineer or others; or
 - 7. any correction of defective Work by Owner.

Section 6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Construction Manager and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly

employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Construction Manager and Engineer and their respective officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

Section 6.21 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the permanent Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to permanent systems, materials or equipment incorporated into the Work are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

Section 6.22 Waste Disposal Services

- A. Contractor shall use City garbage services for the disposal of construction waste. Contractor shall recycle waste as appropriate. Contractor shall provide a monthly update to the City of the quantity of waste recycled and general waste.

ARTICLE 7. OTHER WORK AT THE SITE

Section 7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Construction Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Construction Manager in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

Section 7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

Section 7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8. OWNER'S RESPONSIBILITIES

Section 8.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Construction Manager.

Section 8.02 Replacement of Construction Manager or Engineer

- A. In case of termination of the employment of either Construction Manager or Engineer, Owner shall appoint a Construction Manager or engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Construction Manager or Engineer.

Section 8.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

Section 8.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

Section 8.05 Lands and Easements; Reports and Tests

- A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

Section 8.06 Insurance

- A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

Section 8.07 Change Orders

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

Section 8.08 Inspections, Tests, and Approvals

- A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

Section 8.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Section 8.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

Section 8.11 Evidence of Financial Arrangements

- A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9. CONSTRUCTION MANAGER'S AND ENGINEER'S STATUS DURING CONSTRUCTION

Section 9.01 Owner's Representative

- A. Construction Manager and Engineer will be Owner's representatives during the construction period. The duties and responsibilities and the limitations of authority of Construction Manager and Engineer as Owner's representatives during construction are set forth in the Contract Documents and will not be changed without written consent of Owner, Construction Manager and Engineer.

Section 9.02 Visits to Site

- A. Engineer may make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will endeavor to guard Owner against defective Work.
- B. Construction Manager will make visits to the Site at intervals appropriate to the various stages of construction as Construction Manager deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Construction Manager, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Construction Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Construction Manager's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Construction Manager will keep Owner informed of the progress of the Work, and will endeavor to guard Owner against defective Work.
- C. Engineer's and Construction Manager's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

Section 9.03 Construction Manager's Project Representative

- A. If Owner and Construction Manager agree, Construction Manager will furnish a Resident Project Representative to assist Construction Manager in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the

Site who is not Construction Manager's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

- B. Construction Manager's Resident Project Representative shall not authorize any deviation from the Contract Documents or substitutions of materials or equipment.

Section 9.04 Authorized Variations in Work

- A. Construction Manager or Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

Section 9.05 Rejecting Defective Work

- A. Construction Manager will have authority to reject Work which Construction Manager or Engineer believes to be defective, or that Construction Manager or Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Construction Manager will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.
- B. The acceptance at any time of materials or equipment by or on behalf of Owner shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality, or not equal to the material or equipment specified, or are not as represented to Construction Manager, Engineer or Owner.

Section 9.06 Shop Drawings, Change Orders and Payments

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Construction Manager's authority as to Applications for Payment, see Article 14.

Section 9.07 Determinations for Unit Price Work

- A. Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Construction Manager will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Construction Manager's written decision thereon will be final and binding (except as modified by Construction Manager to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

Section 9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents with respect to matters of design intent. Construction Manager will be the initial interpreter of the requirements of the

Contract Documents with respect to administrative matters and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Construction Manager in writing within 30 days of the event giving rise to the question.

- B. Construction Manager or Engineer through Construction Manager will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Construction Manager's or Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Construction Manager's or Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Construction Manager and Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

Section 9.09 Limitations on Construction Manager's and Engineer's Authority and Responsibilities

- A. Neither Construction Manager's and Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Construction Manager or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Construction Manager or Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Construction Manager or Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Construction Manager and Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Construction Manager and Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Construction Manager and Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Construction Manager's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10. CHANGES IN THE WORK; CLAIMS

Section 10.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved

which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

1. *Change Proposal Request:*

- a. When Owner requests Contractor to present a proposal to accomplish a change in the Work, the request will be made in the form of a Change Proposal Request (CPR) prepared by Construction Manager. The CPR will describe the change and request Contractor to propose a cost and Contract Price and/or Contract Time change. Contractor will propose cost and/or time changes, if any, sign the CPR and return it to Construction Manager. If requested by Owner or Construction Manager, Contractor shall provide an itemized breakdown of the cost of the change. Construction Manager will make recommendations to Owner concerning acceptance. If the CPR is approved by Owner, the CPR will be included in a Change Order. Contractor is not authorized to proceed with a change contained in a CPR until the Change Order is properly signed and issued in conformance with the Owner's purchasing policies.
- b. When the Contractor desires to propose changes to the Work, it may initiate a CPR in the same form as provided in Paragraph 10.01A.1.a. and submit the CPR to the Construction Manager for the Engineer's review and recommendation.

2. *Work Change Directive:*

- a. The Owner may issue a work change directive as an order to perform additional work that is deemed necessary if the Owner and Contractor cannot agree upon a cost or schedule for proposed additional work or when they agree that delays could cause damage such that work must proceed immediately. Work change directives are valid if signed by a signatory approved by Owner. The Owner's signatory may authorize a work change directive for work on a Not-to-Exceed basis, where the Engineer's estimate for probable cost for said work is within the signatory's authority and threshold in conformance of the City's purchasing policies. Upon issuance of a valid Work Change Directive, Contractor shall proceed with work. A work change directive shall be followed by a valid change order for an agreed upon or force account adjustment to Contract payment or schedule for the additional work, as provided in Section 12.01.

3. *Force Account:*

- a. Work paid for by force account may be authorized by Owner under a valid work change directive. For work paid by force account, the Construction Manager compares the Owner's records to Contractor's daily force-account work report. When the Contractor and the Owner agree on the contents of the daily force-account work reports, the Owner accepts the report and the Owner pays for the work. If the records differ, the Owner pays for the work based only on the information shown on the Owner's records. If a subcontractor performs work at force account, the markups specified for labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, the Owner excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.
- B. If the Owner chooses to pay for change order work based on an agreed price, but Contractor and the Owner cannot agree on the price, the Owner may choose to pay by force account. If a portion of extra work is covered by bid items, the Owner pays for this work as changed quantities in those items. The Owner pays for the remaining portion of the extra work by force account or agreed price.
- C. Force account work shall conform to this Agreement, including the articles of these general conditions. In cases where this Agreement does not specify applicable requirements, terms or conditions, force account work shall conform to those applicable requirements as set forth in the most current version of Section 9-1.04 of the California Department of Transportation Standard Specifications.

- D. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

Section 10.02 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

Section 10.03 Execution of Change Orders

- A. It is at the sole discretion of the City Council, or a delegate explicitly authorized by City Council, to execute Change Orders. The City and the Construction Manager will review all change orders, and, if the changes are deemed reasonable and appropriate by the City, the City will proceed to execute the appropriate change orders accordingly. Change orders recommended by the Construction Manager to the City shall consist of:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Construction Manager or by Engineer through Construction Manager pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

Section 10.04 Notification to Surety

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

Section 10.05 Claims

- A. *Construction Manager's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Construction Manager for decision. A decision by Construction Manager shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Construction Manager and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Construction Manager and the other party to the Contract within 60 days after the start of such event (unless Construction Manager allows additional time for claimant to submit additional or more

accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Construction Manager and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless Construction Manager allows additional time).

- C. *Construction Manager's Action:* Construction Manager will review each Claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part,
 - 2. recommend approval of the Claim to the City, or
 - 3. notify the parties that the Construction Manager is unable to resolve the Claim if, in the Construction Manager's sole discretion, it would be inappropriate for the Construction Manager to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Construction Manager does not take action on a Claim within said thirty (30) days, the Claim shall be deemed denied.
- E. Construction Manager's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within thirty (30) days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

Section 11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work, or the reasonable cost that would have been incurred in the case of deleted Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, training, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above. For Change Order pricing, the Labor Surcharge (social security contributions, unemployment excise, and

payroll taxes) shall be twenty-seven (27) percent of the sum of the wages, vacation, and fringe benefits (workers' compensation, training, health and retirement benefits, sick leave, bonuses, and holiday pay).

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Construction Manager, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Construction Manager, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressses, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain. For Change Order pricing, bonds and insurance shall be 1 percent of the Change Order value for both additive and credit changes that are above the original Contract value and 0 percent of the Change Order value for both additive and credit changes that are below the original Contract value.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Construction Manager an itemized cost breakdown together with supporting data.

Section 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Construction Manager.
- B. *Cash Allowances*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price

and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Construction Manager to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Section 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Construction Manager subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to unit price work listed and the cost of incidental work included as a part of the unit price.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the total cost of a particular item of Unit Price Work amounts to ten percent (10%) or more of the Contract Price at time of Notice of Award and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and if there is no corresponding adjustment with respect to any other item of Work; and if Contractor believes that Contractor has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.; and
 2. there is no corresponding adjustment with respect any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

Section 12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Construction

Manager and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum including overhead and profit not necessarily in accordance with Paragraph 12.01.C.2, and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of extra Work; or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (either by estimate before the work is performed or force account) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be fifteen percent (15%);
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent (5%);
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of fifteen percent (15%) of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the reasonable cost that would have been incurred to perform the Work plus a deduction in Contractor's fee by an amount equal to five percent (5%) of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.
 - g. costs and mark up percentages for force account work shall conform to this Agreement, including the articles of these general conditions. In cases where this Agreement does not specify applicable requirements, terms or conditions, force account work shall conform to those applicable requirements as set forth in the most current version of Section 9-1.04 of the California Department of Transportation Standard Specifications and the California Department of Transportation Labor Surcharge and Equipment Rental Rates.

Section 12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Construction Manager and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.
- C. No extension of the Contract Time will be allowed for additional Work or for claimed delay unless the additional Work contemplated or claimed delay is shown to be on the critical path of the Project's schedule of construction or Contractor can show by Critical Path Method analysis how the additional Work or claimed delay adversely affects the critical path.

Section 12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Construction Manager, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be in accordance with Paragraph 12.02 C, and shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Construction Manager, Engineer and the Related Entities 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.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor, or for concurrent delays. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Section 13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

Section 13.02 Access to Work

- A. Owner, Construction Manager, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

Section 13.03 Tests and Inspections

- A. Contractor shall give Construction Manager timely notice of readiness of the Work in accordance with the Contract Documents for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform Quality Assurance inspections, tests, or approvals on behalf of the Owner as specified under the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. All inspection and testing required to maintain the contractor's quality control and execute the construction in conformance with the Contract Documents are the contractors responsibility. Where the contractor fails to meet quality assurance requirements, and additional inspection, testing or approvals are necessary to provide the required quality assurance as specified in the Contract Documents, the contractor shall bear the cost for said additional inspection, testing or approvals.
- D. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- E. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Construction Manager's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Construction Manager.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Construction Manager, it must, if requested by Construction Manager, be uncovered for observation.
- G. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Construction Manager timely notice of Contractor's intention to cover the same and Construction Manager has not acted with reasonable promptness in response to such notice.

Section 13.04 Uncovering Work

- A. If any Work is covered prior to the specified inspection, testing or approvals required in the Contract Documents or contrary to the written request of Construction Manager, it must, if requested by Construction Manager, be uncovered for Construction Manager's observation and replaced at Contractor's expense.

- B. If Construction Manager considers it necessary or advisable that covered Work be observed by Construction Manager or inspected or tested by others, Contractor, at Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, 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) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); or Owner shall be entitled to accept defective Work in accordance paragraph 13.08 in which case Contractor shall still be responsible for all costs associated with exposing, observing, and testing the defective Work. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work, which had previously been inspected, tested or approved by the as specified and was deemed by the Engineer and Construction Manager to conform with the requirements set forth in the Contract Documents, is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

Section 13.05 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

Section 13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Construction Manager or Engineer, remove it from the Project and replace it with Work that is not defective. 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) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

Section 13.07 Correction Period

- A. If within one year after the date of Final Acceptance of the Work by Owner (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective,
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom, and
 5. Contractor shall provide a Warranty Form to the Owner with all appropriate Contractor contact information for the Owners Staff to contact the Contractor in relation to warranty items.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. 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) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

Section 13.08 Acceptance of Defective Work

- A. If (prior to Construction Manager's recommendation of final payment), instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner 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 Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Construction Manager as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Construction Manager's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

Section 13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Construction Manager to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, 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, Owner may, after

seven days written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner 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 Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, Construction Manager and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. 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 Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14. PAYMENTS TO CONTRACTOR AND COMPLETION

Section 14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Construction Manager. Progress payments on account of Unit Price Work will be based on the number of units completed.

Section 14.02 Progress Payments

- A. Applications for Payments
 - 1. At least twenty (20) days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Construction Manager for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. *Retention* - The Owner will deduct from each progress payment and retain as part security, five

percent (5%) of the amount earned until the final payment.

4. Pursuant to Public Contract Code Section 22300, for moneys earned by the Contractor and withheld by the Owner to ensure the performance of the Contract.
5. Materials, as used herein, shall be considered to be those items that are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can demonstrate are properly stored and secured in conformance with the Contract documents, and can transfer clear title to the City will be qualified for partial payment. The Contractor may request payment of seventy-five percent (75%) of the actual net cost of these materials, not to exceed fifty percent (50%) of the total adjusted line item extension as found in the bid schedule.
6. To receive partial payment for materials and equipment delivered to the Site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials, at least seven (7) business days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:
 - a. Only equipment or materials that have received favorable review of shop drawings will qualify.
 - b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager, at the job site or at a bonded warehouse.
 - c. The Contractor's actual net cost for the materials must be supported by invoices of suppliers, or other documentation requested by the Construction Manager.
 - d. Materials or equipment delivered to the Site less than thirty (30) days prior to their scheduled incorporation in the Work shall not qualify.
 - e. Final payment shall be made only for materials actually incorporated in the Work. Upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.
 - f. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.
 - g. Partial payments for materials and equipment on hand shall be subject to retention in accordance with the Contract Documents.
7. After receipt of the last progress payment, but prior to acceptance of the Work by the City, the Contractor shall send a letter to the Construction Manager. The letter, pursuant to California Public Contract Code Section 7100, shall state that acceptance of the final payment described below shall operate as and shall be, a release to the City, the Construction Manager, the Designer, and their duly authorized agents, from all claim of and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in Paragraph 00700-7.03b, Claims, may be specifically excluded by the Contractor from the operation of the release.

B. Review of Applications

1. Construction Manager will, within ten (10) business days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing City's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Construction Manager's recommendation of any payment requested in an Application for Payment

will constitute a representation by Construction Manager to Owner, based on Construction Manager's observations on the Site of the executed Work as an experienced and qualified design professional and on Construction Manager's review of the Application for Payment and the accompanying data and schedules, that to the best of Construction Manager's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager's responsibility to observe the Work.
3. By recommending any such payment Construction Manager will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Construction Manager in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Construction Manager's review of Contractor's Work for the purposes of recommending payments nor Construction Manager's recommendation of any payment, including final payment, will impose responsibility on Construction Manager:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Construction Manager may refuse to recommend the whole or any part of any payment if, in Construction Manager's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Construction Manager may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Construction Manager's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Construction Manager has actual knowledge of the occurrence of any of the events enumerated in

Paragraph 15.02.A.

C. Payment Becomes Due

1. Forty-five (45) days after presentation of the Application for Payment to Owner with Construction Manager's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor. Payment will be made by the Owner to the Contractor in accordance with Owner's normal accounts payable procedure.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Construction Manager because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Construction Manager, Owner will give Contractor written notice (with a copy to Construction Manager) within (10) days after receipt of each Application for Payment stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.
3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

Section 14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

Section 14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Construction Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Construction Manager issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Construction Manager shall make an inspection of the Work to determine the status of completion. If Construction Manager does not consider the Work substantially complete, Construction Manager will notify Contractor in writing giving the reasons therefor.
- C. If Construction Manager considers the Work substantially complete, Construction Manager will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which to make written objection to Construction Manager as to any provisions of the certificate or attached list. If, after considering such objections, Construction Manager concludes that the Work is not substantially complete,

Construction Manager will within fourteen (14) days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Construction Manager considers the Work substantially complete, Construction Manager will within said fourteen (14) days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Construction Manager believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Construction Manager will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Construction Manager in writing prior to Construction Manager's issuing the definitive certificate of Substantial Completion, Construction Manager's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

Section 14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Construction Manager to issue a certificate of Substantial Completion for that part of the Work.
 - 2. Contractor at any time may notify Owner and Construction Manager in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Construction Manager to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Construction Manager shall make an inspection of that part of the Work to determine its status of completion. If Construction Manager does not consider that part of the Work to be substantially complete, Construction Manager will notify Owner and Contractor in writing giving the reasons therefor. If Construction Manager considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

Section 14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Construction Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Section 14.07 Final Payment

A. Application for Final Payment

1. After Contractor has, in the opinion of Construction Manager, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Construction Manager's Review of Application and Acceptance

1. If, on the basis of Construction Manager's observation of the Work during construction and final inspection, and Construction Manager's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Construction Manager is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Construction Manager will, within ten (10) days after receipt of the final Application for Payment, indicate in writing Construction Manager's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Construction Manager will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Construction Manager will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Forty-five (45) days after final project acceptance by City Council and within sixty (60) days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Construction Manager, less any sum Owner is entitled to set off against Construction Manager's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor. In the case of a disputed claim, the City may withhold a portion of final payment in an amount not to exceed 150 percent of any amount disputed in accordance with California Public Contracts Code Section 7107 (c).

Section 14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Construction Manager so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Construction Manager, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Construction Manager with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

Section 14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15. SUSPENSION OF WORK AND TERMINATION

Section 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

Section 15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's disregard of the authority of Construction Manager or Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02A. occur, Owner will provide written notice to Contractor and Surety to arrange a conference with Contractor and Surety to address Contractor's failure to perform the Work. Conference shall be held not later than fifteen (15) days, after receipt of notice.
1. If the Owner, the Contractor, and the Surety do not agree to allow the Contractor to proceed to perform the Construction Contract, the Owner may, to the extent permitted by Laws and Regulations,

declare a Contractor Default and formally terminate the Contractor's right to complete the Contract. Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and Surety have received notice of conference to address Contractor's failure to perform the Work.

2. If Contractor's services are terminated, Surety shall be obligated to take over and perform the Work. If Surety does not commence performance thereof within fifteen (15) consecutive calendar days after date of an additional written notice demanding Surety's performance of its obligations, then Owner, without process or action at law, may take over any portion of the Work and complete it as described below.
 3. If Owner completes the Work, Owner may exclude Contractor and Surety from the site and take possession of the Work and of all tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor and Surety (without liability to Contractor and Surety for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor or Surety but which are stored elsewhere, and finish the Work as Owner may deem expedient.
 4. Whether Owner or Surety completes the Work, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by Owner arising out of or resulting from completing the Work, such excess will be paid to Contractor. If such claims, costs, losses and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and when so approved by Engineer incorporated in a Change Order, provided that when exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
 5. Neither Owner, Engineer, nor any of their respective consultants, agents, officers, directors or employees shall be in any way liable or accountable to Contractor or Surety for the method by which the completion of the said Work, or any portion thereof, may be accomplished or for the price paid therefor.
 6. Owner, notwithstanding the method used in completing the Contract, shall not forfeit the right to recover damages from Contractor or Surety for Contractor's failure to timely complete the entire Contract. Contractor shall not be entitled to any claim for damages on account of the method used by Owner in completing the Contract.
 7. Maintenance of the Work shall continue to be Contractor's and Surety's responsibilities as provided for in the bond requirements of the Contract Documents or any special guarantees provided for under the Contract Documents or any other obligations otherwise prescribed by law.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.

- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

Section 15.03 Owner May Terminate For Convenience

- A. Upon seven (7) days written notice to Contractor, Construction Manager and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 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 in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Section 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (ii) Construction Manager fails to act on any Application for Payment within thirty (30) days after it is submitted, or (iii) Owner fails for thirty (30) days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven (7) days written notice to Owner and Construction Manager, and provided Owner or Construction Manager do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Construction Manager has failed to act on an Application for Payment within thirty (30) days after it is submitted, or Owner has failed for thirty (30) days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Construction Manager, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16. DISPUTE RESOLUTION

Section 16.01 Methods and Procedures

- A. The process for resolving claims shall comply with the California Public Contracts Code as amended by Section 9204 et. seq.. The Contractor shall furnish sufficient documentation, as determined by the

Construction Manager, to support any claim.

- B. Either Owner or Contractor may request mediation of any Claim submitted to Construction Manager for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- C. Upon receipt of a claim pursuant, the Owner shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Owner and Contractor may, by mutual agreement, extend the time period provided in this subdivision.
- D. If the Owner needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the forty-five (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 Owner shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- E. The Owner shall pay any undisputed portion of the claim. Payment shall be processed and made within sixty (60) days after the Owner issues its written statement.
- F. If the Owner fails to issue a written statement, the claim shall be deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- G. If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- H. Within ten (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 Owner 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 sixty (60) days after the Owner 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 Owner and Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- I. Amounts not paid in a timely manner as required by this section shall bear interest at 2 percent per annum.
- J. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a claim for work which was

performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of this written request, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- K. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within the timeline as stipulated under the California Public Contracts Code. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- L. If the Claim is not resolved by mediation, Owner's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 - 3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17. MISCELLANEOUS

Section 17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Section 17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

Section 17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.
- B. No action or failure to act by the Owner, the Engineer, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 17.04 Survival of Obligations

- A. 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.

Section 17.05 Controlling Law

- A. This Contract is to be governed by the law of the state of California, the county of San Joaquin, and city of Manteca.

Section 17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Section 17.07 Penalty for Collusion

- A. If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the City may suffer thereby, and the City may advertise for new bids for said Work.

****END OF SECTION****

SECTION 00800 SUPPLEMENTARY GENERAL CONDITIONS

1.0 MODIFICATIONS TO THE GENERAL CONDITIONS

These Supplementary General Conditions amend and supplement Section 00700, GENERAL CONDITIONS, and other provisions of the contract documents as indicated below. All provisions of the General Conditions that are amended or supplemented remain in full force and effect as so amended or supplemented. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

1.1 Time Allowed for Completion

In accordance with the provisions of Section 00700, **Contract Time**, substantial completion of this project shall be completed within **SEVENTY FIVE (75)** working days and Final Completion with **NINETY (90)** working days from the date established in the Notice to Proceed for the commencement of Contract Time. In addition, the following milestone item(s) shall be substantially completed within the time period defined below.

<u>Milestone</u>	<u>Substantial Completion</u>
Milestone A – Pre-construction Survey (Monument Preservation) & Existing Utility Verification	10 working days
Milestone B – Curb Ramps & RRFB Installation	60 working days
Milestone C – Slurry Seal, striping, signage, & RRFB installation	75 working days
Substantial Completion	75 working days
Final Completion	90 working days

1.2 Damages for Delays

In accordance with the provisions of Section 00700, **Liquidated Damages**, for the period of time that any portion of the work remains unfinished after the time fixed for an interim milestone and/or Substantial Completion in Section 00800-1.1, **Time Allowed for Completion**, as modified by extensions of time granted by the City, it is understood and agreed that the Contractor shall pay the City the damages listed below.

<u>Milestone</u>	<u>Substantial Completion</u>
Milestone A	\$4,200
Milestone B	\$4,200
Milestone C	\$4,200
Substantial Completion	\$4,200

1.3 Weather Days

In accordance with the provisions of Paragraph 00700-6.4.2.C, Weather Delays, the following allowance(s) for weather caused delay have been included in the time allowed for completion. For the Construction

Schedule defined in Section 01310-4.0, **WEATHER CONDITIONS AND WEATHER DAY ALLOWANCE**, the weather days shall be allocated as listed below:

<u>Milestone</u>	<u>Weather Day Allowance</u> <u>(Working Days from NTP)</u>
Milestone A	-
Milestone B	-
Milestone C	-
Project Substantial Completion	10 Working Days

This allowance represents the Owner's assessment of potential lost working days. This allowance includes both weather days due to inclement weather conditions and the conditions resulting from weather in accordance with Paragraph 00700, Weather Delays. These weather days shall be included in the Contractor's schedule as specified in Section 01310, WEATHER CONDITIONS. This allowance is not a warranty as to the extent that weather may or may not impact the Work. The Contractor shall make its own independent assessment of potential impacts to the Work due to weather based on the Project location, the Work required, the Contract Period, the schedule, and the Contractor's planned means, methods and appliances, and the Contractor shall take such factors into consideration in its Bid and planning of the Work. The Contractor is responsible for determining the means, methods and appliances for prosecuting the Work as defined in Section 00700, Means, Methods and Appliances.

2.0 SUBSTANTIAL COMPLETION

Substantial completion of the Project as required by Section 00700, **Substantial Completion**, requires that the following portions of the Work must be operational and ready for the City's continuous use as intended:

The following items of work must be fully tested and functional for Project Substantial Completion to be attained:

ADA Curb ramps, slurry seal, striping, signage, RRFB installation

Completion of the Corrective Work Item(s)

All health and safety systems are complete, fully tested and operational.

All mechanical (including HVAC), electrical (including lighting), control, and instrumentation equipment is installed, fully tested and operational in normal and automatic modes.

All civil, structural, demolition, and architectural elements identified in the Contract Documents are completed.

All alarms are fully functional, tested and demonstrated to properly associate locally, remotely and of the SCADA system.

Training has been completed for all electrical, mechanical and instrumentation systems.

Approved final copies of the Project's Operation and Maintenance Manuals as specified in the Contract Documents and as required in Sections 01010 and 01730.

All instruments, local and remote, are fully tested and functional. All interlocked functions between

equipment items are tested and documented.

Portions of the Work not essential to the system operation, which can be completed without interruption of system operations, may be completed after the Work is accepted as substantially complete, and may include the following items:

Final Site Clean-Up

Final Building Clean-Up

Completion of the Final Punch List prepared by the Construction Manager.

A. Paragraph 00700-3.03.B.2:

Add the following paragraph:

Where conflicts exist among the Contract Documents and/or any reference specifications, such conflicts shall be clarified according to the following order, the first ranked taking precedence over the lower ranked:

1. Amendments, Change Orders or other modifications to the Contract Documents, as executed by the City in accordance with the requirements of the Contract Documents.
2. Agreement
3. Supplementary Conditions
4. General Conditions
5. Division 01 Documents
6. Plans and Technical Specifications
7. Notice Inviting Bids and Information to Bidders
8. Contract Payment Bond
9. Performance Bond
10. Warranty Bond (if required)
11. Any provisions required by law or valid regulations to be inserted in this contract, whether actually inserted or not
12. Appendices (photographs, data contained in reports, and other information).

Additional rules of interpretation:

1. Written numbers over figures, unless obviously incorrect.
2. Figured dimensions over scaled dimensions.
3. Large-scale drawings over small-scale drawings.
4. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete the Work required by Contract Documents, will be resolved in favor of the actual quantities, date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

B. Paragraph 00700-5.04B:

The entities listed below are "additional insureds as their interest may appear" including their respective officers, directors, agents and employees.

Construction Manager: TBD

The insured and the additional insured shall be listed in the insurance coverage by specific name and not by genre.

C. Paragraph 00700-6.11.A.4:

Add the following paragraph:

All Contractor activities including site ingress/egress shall be coordinated with the City of Manteca. Site access shall be secured by Contractor personnel after typical hours of City operation, 7:30 a.m. to 5:00 p.m., Monday through Friday, unless scheduled Two weeks in advance with the Construction Manager.

D. Paragraph 00700-12.01.D:

Add the following paragraphs:

The Contractor shall be responsible to reimburse the City for any unforeseen costs incurred, including labor and materials, relating to any disruption of City operations or services due to Contractor's activities or negligence. Unforeseen City costs may include, but are not limited to:

1. Labor, materials, and administrative civil liabilities associated with sanitary sewer overflows/regulatory violations due to Contractor activities or negligence.
2. Labor, including overtime hours, and materials associated with City forces preparing for a scheduled outage that is canceled subsequently by the Contractor.
3. Labor, including overtime hours, and materials associated with City activities necessitated by outages extending beyond the scheduled duration caused by the Contractor.

Reimbursement to the City shall be accomplished through a 'back-charge' and a resultant reduction in contract price. Documentation of City costs will be furnished to the Contractor.

E. Paragraph 00700-12.03F:

Time extensions will not be granted for rain, wind, flood, or other natural phenomena of normal intensity for the locality where Work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made

by comparing the weather for the month involved with the average of the preceding 10-year climatic range during the same month based on U.S. Weather Bureau statistics for the locality where the Work is performed.

****END OF SECTION****

SECTION 00810 ENVIRONMENTAL REQUIREMENTS

1.0 GENERAL

The City prepared and filed a Notice of Exemption for the project per the requirements of the California Environmental Quality Act. A copy of this document is included in **Appendix 2**.

2.0 MITIGATION MEASURES

Refer to Appendix 2.

SECTION 00820 LIABILITY AND INSURANCE REQUIREMENTS

1. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and assume the defense of the City, the Engineer, the Construction Manager and their elected officials, officers, agents, employees and representatives from all damages, costs, or expenses in law or equity, including attorney's fees, that may at any time arise to cause damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any of its subcontractors arising out of work under this Contract.

Approval of any insurance contracts by the City does not relieve the Contractor or subcontractors from liability under Section 00820, Indemnification, and the Contractor shall be responsible for payment of all amounts it is obligated to pay under Section 00820, Indemnification, which have not been paid by such insurance contracts. The City shall not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

2. INSURANCE REQUIREMENTS

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required under Appendix 1 – Exhibit 1 Insurance Requirements for Construction Contracts, and shall submit coverage verification for review and approval by the City prior to execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by the Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to maintain such insurance as required by the project documents.

SECTION 01010 LOCATION AND SUMMARY OF WORK

PART 1 – GENERAL

1.01 GENERAL

- A. Scope of Work: installation of bike lanes, curb ramps, pedestrian crossing enhancements, slurry seal, striping, and signage along Yosemite Avenue from Walnut Avenue to Main Street
- B. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles, and for furnishing all transportation and services, including fuel, power, water and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. Quality Assurance and referenced standards are detailed in each specification. The Contractor certifies that the Contractor is experienced and qualified to anticipate and meet the requirements of this Project.
- C. The work shall be complete and include all labor, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction. Work in good faith shall be completed and performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

1.02 SUMMARY OF WORK

- A. Work sequence and items are per Contract Documents. The work required for installation of bike lanes, curb ramps, pedestrian crossing enhancements, slurry seal, striping, and signage along Yosemite Avenue from Walnut Avenue to Main Street will include, but not be limited to, the following items:
 - 1. Obtain all necessary permits
 - 2. Mobilize to the job site.
 - 3. Install temporary traffic control system, construction signs, flagging, etc.
 - 4. Install Water Pollution Control (WPC)
 - 5. Resident and Business Notification
 - 6. Pre-construction survey monument preservation
 - 7. Procure construction materials, equipment, etc.
 - 8. Curb ramps
 - 9. RRFB installation
 - 10. Removal of existing striping and signage
 - 11. Grind and overlay (as needed) & slurry seal
 - 12. Temporary striping & markings
 - 13. Traffic signage
 - 14. Final striping & pavement markings
 - 15. Return site to pre-construction conditions

1.03 PRECONSTRUCTION MEETING

The Contractor shall submit the following at or before the preconstruction meeting, in accordance with Section 01300, SUBMITTALS.

- A. Construction schedule consistent with the contract time of completion and anticipated sequence of work.
- B. Methods of access to the construction site.
- C. Temporary facilities to be established.
- D. Permits
- E. A work schedule and hours of operation.
- F. Plan for storm water and non-storm water Best Management Practices (BMPs) for erosion and run-off control.

1.04 PERMITS

- A. The Contractor shall obtain and pay for all permits in accordance to the laws and regulations governing the work. At a minimum the following permit must be secured:
 - 1. City Encroachment Permit to work on City right of way
 - 2. City Fire Hydrant Water Meter Permit, available from the Public Works Dept.
<https://www.manteca.gov/home/showpublisheddocument/6571/638587055674070000>

1.05 CONSTRUCTION WATER DISPOSAL AND DRAINAGE

- A. Applicable Local, County, and State guidelines related to proper disposal of construction water shall be followed by the Contractor.

1.06 SITE RESTORATION

Contractor shall restore site to preconstruction conditions. Restoration activities shall include, but not necessarily be limited to, the following:

- 1. All construction equipment for the Project shall be removed. Subsequent to removal, the site will be cleaned to the satisfaction of the City.
- 2. Removal of all construction signs, temporary traffic control system, etc.
- 3. Remove rubbish, unused materials, and other unlike materials belonging to Contractor or used under Contractor's direction during construction.

1.07 PROJECT LOCATION

- A. Work associated with this project will take place at Yosemite Avenue from Walnut Avenue to Main Street.

1.08 BID ITEMS DESCRIPTION

Bid Item 1 - Mobilization, Demobilization, Bonds, Permits, and Insurance on all work.

Includes preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; for the marshaling of equipment; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, including obtaining the bonds, insurance policies, permits required by the Contract Documents for this Project, and final site clean-up.

Payment will be in the amount shown in the Bid Schedule and will be made on a lump sum basis at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits.

Bid Item 2 - All required Shoring and Sheeting

Includes cost for providing all shoring and bracing on all Bid Items as required per Sections 6705 and 6707 of the California Labor Code as applicable.

Payment will be in the amount shown in the Bid Schedule and will be made on a lump sum basis at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager's acceptance of, the Construction Schedule, the Contractor's Cost Breakdown.

Bid Item 3 - Training of City Staff

Includes performing the work and the payment of all related expenses necessary for instructing and training the City's personnel as described in the Project Documents.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 4 - Final O&M Manuals

Includes performing the work and the payment of all related expenses necessary for providing Final Operations and Maintenance Manuals for all furnished equipment(s) and/or systems as described in the Project Documents.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 5 - Record Drawings

Includes performance of the work necessary for the maintenance and submission of the Contractor's Record Drawings as described in the Project Documents.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 6 - Monument Preservation

Includes all work required to research and locate monuments within 100-ft of the project limits in accordance with California's Business and Professional Code Section 8771 and California's Streets and Highways Code Section 1810.5. Once before construction and once again after construction.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 7 - Progress Schedule (CPM)

Includes all work required to prepare and submit progress schedule, critical path method, as described in the Project Documents.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 8 - Lead Compliance Plan

Includes performing the work to prepare and implement Lead Compliance Plan, as described in the Project Documents.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 9 - Existing Utility Verification

Includes all work to research existing utilities within the project limits.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 10 - Resident and Business Notification

Includes all work to be performed to notify residents and businesses within the project limits, as described in the Project Documents.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 11 - Construction Survey

Includes all work to be performed to furnish and set construction stakes and marks by the Contractor to establish the lines and grades required for completion of the work. All surveying performed by the Contractor shall be in conformance with the Professional Engineer's Act and Professional Surveyor's Act.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance

with the accepted Contractor's Cost Breakdown.

Bid Item 12 - Traffic Control

The contract lump sum price paid for Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all Work involved in placing, removing, storing, maintaining, moving to new locations, and disposing of the components of the traffic control system, as shown on the plans, as specified in these special provisions, and as directed by the Engineer and therefore no additional payment shall be made.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 13 - Water Pollution Control Plan (WPCP)

The contract lump sum price paid for Water Pollution Control Plan (WPCP) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in implementing all BMPs, preparing, submitting, revising and amending as necessary the WPCP and all of its components and required notices and submittals, including, but not limited to, the Construction Site Monitoring Program (CSMP) and Storm Water Annual Report(s), as shown on the plans, as specified in these Technical Specifications, and as directed by the Engineer and therefore no additional compensation shall be made.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 14 - Clearing and Grubbing

The contract lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, administrative costs, incidentals, disposal, and for conforming to the requirements of this Section and therefore no additional compensation shall be allowed.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 15 - Remove Concrete

The contract price paid per square foot for Remove Concrete shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all Work involved with removing concrete, including backfilling, grading, and compacting, as shown on the Plans, including disposal, as specified in these Technical Specifications and as directed by the Engineer, and therefore no additional payment shall be made.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 16 - Relocate Chain Link Fence

The contract unit price paid per linear foot for Relocate Chain Link Fence shall include full compensation for all labor, materials, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer. If Engineer determines that the chain link fence to be relocated has been damaged by the Contractor, Contractor shall replace the chain link fence and no further payment shall be made therefor.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 17 - Roadway Excavation

Quantities of Roadway Excavation, measured as specified in these Technical Specifications, will be paid for at the Contract price per cubic yard. That price shall include excavating, sloping, rounding tops and ends of excavations, loading, hauling, depositing, spreading and compacting the material complete in place, disposal of surplus, and preparing subgrade at the grading plane as specified in Section 19-1.03, "Grade Tolerance," of the State Standard Specifications.

The above price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in performing roadway excavation Work completely as shown on the Plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the Engineer and therefore no additional payment shall be made.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 18 - Roadway Excavation (Unsuitable Material)

Quantities of Roadway Excavation (Unsuitable Material), measured as specified in these Technical Specifications, will be paid for at the Contract price per cubic yard. That price shall include excavating, sloping, rounding tops and ends of excavations, loading, hauling, depositing, spreading and compacting the material complete in place, disposal of surplus, and preparing subgrade at the grading plane as specified in Section 19-1.03, "Grade Tolerance," of the State Standard Specifications.

The above price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in performing roadway excavation Work completely as shown on the Plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the Engineer and therefore no additional payment shall be made.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 19 - Slurry Seal

The Contract unit price paid per square yard of Slurry Seal shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all Work involved in excavation, disposal of material, placement of slurry seal, complete in place, as shown on the Plans and as directed by the Engineer, and therefore no additional payment shall be made.

Quantities of material wasted or disposed of in a manner not called for under the Contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the Contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the Work, shall not be paid for and such quantities shall be deducted from the final total quantities. No compensation shall be allowed for hauling rejected material.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 20 - Hot Mix Asphalt (Type A) (1/2")

The Contract unit price paid per ton of Hot Mix Asphalt (Type A) (1/2") shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all Work involved in excavation, disposal of material, saw cutting if necessary, placement of asphalt concrete, complete in place, as shown on the Plans and as directed by the Engineer, and therefore no additional payment shall be made.

Full compensation for tack coat is included in the payment for the various asphalt pavements, and no additional payment shall be made.

Quantities of material wasted or disposed of in a manner not called for under the Contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the Contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the Work, shall not be paid for and such quantities shall be deducted from the final total quantities. No compensation shall be allowed for hauling rejected material.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 21 - Pedestrian Barricade Type 1

The contract unit price paid per each for pedestrian barricades shall include full compensation for all labor, materials, sign panels as shown on the plans, mortar, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 22 - 12" HDPE SDR 26 Drain Pipe

The contract unit price paid per linear foot for HDPE SDR26 Drain Pipe shall include full compensation for all labor, materials, excavation, trench backfill, compaction, placement, hot mix asphalt, aggregate base, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 23 - Remove Drainage Inlet

The contract unit price paid per each for Remove Drainage Inlet shall include full compensation for all labor, materials, disposal, excavation, backfill, aggregate base, hot mix asphalt, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown

Bid Item 24 - Adjust Grate

The bid item for Adjust Grate shall be used to establish the contract price paid per each and the items shall not be subject to unit price adjustments based on changes in quantities.

The contract price paid per each for Adjust Grate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and adjusting grates, complete in place, including removal of existing facilities, saw cutting, structure excavation and structure backfill, frames, grates, reinforcement, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 25 - Adjust Manhole Frame and Cover to Grade, Storm Drain

The bid item for Adjust Manhole Frame and Cover to Grade, Storm Drain shall be used to establish the contract price paid per each and the items shall not be subject to unit price adjustments based on changes in quantities.

The contract price paid per each for Adjust Manhole Frame and Cover to Grade, Storm Drain shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and adjusting frame and cover

and grates, complete in place, including removal of existing facilities, saw cutting, structure excavation and structure backfill, frames, grates, reinforcement, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 26 - Adjust Valve Box to Grade, Water

The bid item for Adjust Valve Box to Grade, Water shall be used to establish the contract price paid per each and the items shall not be subject to unit price adjustments based on changes in quantities.

The contract price paid per each for Adjust Valve Box to Grade, Water shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and adjusting frame and cover and grates, complete in place, including removal of existing facilities, saw cutting, structure excavation and structure backfill, frames, grates, reinforcement, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 27 - Adjust Utility Box to Grade

The bid item for Adjust Utility Box to Grade, Water shall be used to establish the contract price paid per each and the items shall not be subject to unit price adjustments based on changes in quantities.

The contract price paid per each for Adjust Utility Box to Grade, Water shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and adjusting frame and cover and grates, complete in place, including removal of existing facilities, saw cutting, structure excavation and structure backfill, frames, grates, reinforcement, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 28 - Detectable Warning Surface

The contract unit price paid per square foot for Detectable Warning Surface shall include full compensation for all labor, materials, tools, complying with ADA requirements, incidentals

and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 29 - Minor Concrete – Curb and Gutter

The contract unit price paid per linear foot for Minor Concrete – Curb and Gutter shall include full compensation for all labor, materials, excavation, backfill, compaction, aggregate base and placement, complying with ADA requirements, placing concrete, raising existing facilities to grade, incidentals and equipment required to complete these items of the work, including and tooled joints, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 30 - Minor Concrete – Texture Paving

The contract unit price paid per square foot for Minor Concrete – Texture Paving shall include full compensation for all labor, materials, excavation, backfill, compaction, aggregate base and placement, complying with ADA requirements, placing concrete, raising existing facilities to grade, incidentals and equipment required to complete these items of the work, including adjacent retaining curb and tooled joints, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 31 - Minor Concrete – Curb Ramp and Sidewalk

The contract unit price paid per square foot for Minor Concrete – Curb Ramp and Sidewalk shall include full compensation for all labor, materials, excavation, backfill, compaction, aggregate base and placement, complying with ADA requirements, placing concrete, raising existing facilities to grade, incidentals and equipment required to complete these items of the work, including adjacent retaining curb and tooled joints, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 32 - Drainage Inlet (Type G1)

The contract price paid per each for Drainage Inlet (Type G1) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing concrete inlet structures and other miscellaneous

concrete structures, complete in place, including removal of existing drainage facilities, connection to existing pipes, saw cutting, structure excavation and structure backfill, frames, grates, reinforcement, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made at the in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 33 - Curb Inlet (Type 1)

The contract price paid per each for and Curb Inlet (Type 1) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing concrete inlet structures and other miscellaneous concrete structures, complete in place, including removal of existing drainage facilities, connection to existing pipes, saw cutting, structure excavation and structure backfill, frames, grates, reinforcement, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 34 - Replace Grate with Curb Inlet Type 1 Grate

The contract price paid per each for Replace Grate with Curb Inlet (Type 1) Grate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and replacing grates complete in place, including removal of existing drainage facilities, connection to existing, saw cutting, structure excavation and structure backfill, frames, grates, reinforcement, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 35 - Remove & Re-establish Benchmark #48

The contract unit price paid per each for Remove & Re-establish Benchmark #48 shall remove and reestablish benchmark #48 at the intersection of Yosemite Ave and N Veatch Ave. The contract unit price shall include full compensation for providing all labor, material, tools, equipment, survey disks, record of survey, surveying, excavation, concrete removal, backfill, compaction, and appurtenances for all the work involved in locating, removing benchmark #48, reestablishing benchmark #48, and all survey documents including recording fees with the County Surveyor as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 36 - Pavement Marker (Retroreflective)

The contract unit price paid per each for Pavement Marker (Retroreflective) shall include full compensation for all labor, materials, binders, adhesives, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 37 - Remove Roadside Sign

The contract unit price paid per each for Remove Roadside Sign shall include full compensation for all labor, materials, disposal, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown

Bid Item 38 - Remove Roadside Sign Panels

The contract unit price paid per each for Remove Roadside Sign Panel shall include full compensation for all labor, materials, disposal, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown

Bid Item 39 - Reset Roadside Sign

Payment for furnishing sign panels is included in the payment for roadside sign.

The contract unit price paid per each for Reset Roadside Sign shall include full compensation for all labor, materials, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer. If Engineer determines that the roadside sign to be reset has been damaged by the Contractor, Contractor shall replace the roadside sign and no further payment shall be made therefor.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 40 - Relocate Roadside Sign

Payment for furnishing sign panels is included in the payment for roadside sign.

The contract unit price paid per each for Relocate Roadside Sign shall include full compensation for all labor, materials, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer. If Engineer determines that the roadside sign to be relocated has been damaged by the Contractor, Contractor shall replace the roadside sign and no further payment shall be made therefor.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 41 - Install New Roadside Sign Panel on New Post

Payment for furnishing sign panels is included in the payment for roadside sign.

The contract unit price paid per each for Install New Roadside Sign Panel on New Post shall include full compensation for all labor, materials, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 42 - Install New Roadside Sign Panel on Existing Post

Payment for furnishing sign panels is included in the payment for roadside sign.

The contract unit price paid per each for Install New Roadside Sign Panel on Existing Post shall include full compensation for all labor, materials, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 43 - Red Curb Paint

The contract unit price paid per linear foot for Red Curb Paint shall include full compensation for all labor including removal of existing striping, materials, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 44 - Thermoplastic Traffic Stripe

The contract unit price paid per linear foot for Thermoplastic Traffic Stripe shall include full compensation for all labor including removal of existing striping, including those not being replaced, materials, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 45 - Thermoplastic Crosswalk and Pavement Marking

The contract unit price paid per square foot for Thermoplastic Crosswalk and Pavement Marking shall include full compensation for all labor including removal of existing markings, including those not being replaced, materials, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made at the lump sum fixed price given in the Bid Schedule, in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 46 - Methyl Methacrylate Pavement Marking

The contract unit price paid per square foot for Methyl Methacrylate Pavement Marking shall include full compensation for all labor including removal of existing markings, materials, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 47 - Rectangular Rapid Flashing Beacon System (Locust Ave)

The contract unit price paid lump sum for the Rectangular Rapid Flashing Beacon System (Locust Ave) shall include full compensation for all labor, materials, equipment, solar panels, batteries, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 48 - Rectangular Rapid Flashing Beacon System (N Veach Ave)

The contract unit price paid lump sum for the Rectangular Rapid Flashing Beacon System (N Veach Ave) shall include full compensation for all labor, materials, equipment, solar panels, batteries, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 49 - Rectangular Rapid Flashing Beacon System (Goodale Court)

The contract unit price paid lump sum for the Rectangular Rapid Flashing Beacon System (Goodale Court) shall include full compensation for all labor, materials, equipment, solar panels, batteries, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

Bid Item 50 - Rectangular Rapid Flashing Beacon System (Jessie Ave)

The contract unit price paid lump sum for the Rectangular Rapid Flashing Beacon System (Jessie Ave) shall include full compensation for all labor, materials, equipment, solar panels, batteries, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Payment will be made in accordance with the accepted Contractor's Cost Breakdown.

****END OF SECTION****

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 SCOPE OF WORK

- A. Work under Contract Documents, or under any Bid Item, allowance, or alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

1.03 DETERMINATION OF QUANTITIES

- A. Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by Construction Manager, of units of work satisfactorily completed in accordance with Contract Documents or as directed by Construction Manager. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this section. If methods are not so set forth, measurements shall be made in any manner which Construction Manager considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Contractor must immediately inform Construction Manager of any disputes regarding quantity measurements and shall immediately supply Construction Manager with any documentation supporting the disputed measurements.

1.04 SCOPE OF PAYMENT

- A. Except as otherwise expressly stated in Section 01010, LOCATION AND SUMMARY OF WORK, payment to Contractor at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.
- B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from

nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid Item (whether lump sum or unit price) until acceptance by the Owner;
 2. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Bid Item (whether lump sum or unit price) as provided in Contract Documents;
 3. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid Item (whether lump sum or unit price).
- C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. Unit Prices shall apply to work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities contained in the BID PROPOSAL FORM, or otherwise referenced in Section 01010, LOCATION AND SUMMARY OF WORK. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.
- E. The Construction Manager may, in its discretion, where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, require the Contractor to satisfy the following conditions:
1. The materials and/or equipment shall be delivered and suitably stored at the site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
 2. Full title to the materials and/or equipment shall vest in the Owner at the time of delivery to the site, warehouse or other storage location;
 3. Obtain a negotiable warehouse receipt, endorsed over to the Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to the Owner;
 4. Stockpiled materials and/or equipment shall be available for the Owner inspection, but the Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;
 5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with

suitable materials and/or equipment at Contractor's expense;

6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
 7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Owner's interest therein, all of which must be satisfactory to the Owner. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.
- F. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 BASIS OF PAYMENT

- A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Bid Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by Construction Manager and certified by Contractor, in accordance with Contract Documents.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- C. Allowances: Allowance items (if any) will be paid for as provided in Section 01010, LOCATION AND SUMMARY OF WORK. Funds authorized for allowance work will not be released for contract payments unless Construction Manager has authorized Allowance work in writing.
- D. The Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of the Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of Bid Items.

1.06 PROGRESS PAYMENTS

A. If requested by Contractor, progress payments will be made monthly.

B. Schedule of Values:

1. Within twenty-eight (28) days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by the Construction Manager to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
 2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and/or other financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off-site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by the Construction Manager. Scheduling, record documents and quality assurance control shall be separate line items.
 3. The Construction Manager will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by the Construction Manager, the Owner will accept this Schedule of Values for use. The Construction Manager shall be the sole judge of fair market cost allocations.
 4. The Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to the Owner.
- C. Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
1. On or before the 20th Day of each month but after receipt of the Owner's approval of the updated schedule as required by Section 01310, CONTRACTOR'S CONSTRUCTION SCHEDULE, Contractor shall submit to the Construction Manager five copies of an Application for Payment for the cost of the Work put in place during the period from the 15th Day of the previous month to the 15th Day of the current month. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage

shall be shown as separate item in payment summary. Contractor shall submit in a form acceptable to the Construction Manager an itemized cost breakdown of Contractor's record of Cost of the Work together with supporting data and any certification required by the Owner. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a day for day basis.

2. Applications for Payment may include, but are not necessarily limited to the following:
 - a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - b. Up to 75 percent of the cost of equipment identified in Paragraph 1.04E of this section (if any), if purchased and delivered to the site or stored off site, as may be approved by the Construction Manager.
 - c. Up to 50 percent of the cost of materials identified in Paragraph 1.04E of this section (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
3. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Section 01310, CONTRACTOR'S CONSTRUCTION SCHEDULE, including updates and revisions. A responsible officer of Contractor shall execute the certification.
4. No progress payment will be processed prior to Construction Manager receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01310, CONTRACTOR'S CONSTRUCTION SCHEDULE justifies denying the entire Application for Payment.
5. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to the Construction Manager.
6. If Construction Manager requires substantiating data, submit information requested by Construction Manager, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
7. If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with Construction Manager, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to the Construction Manager.

D. Progress Payments

1. The Construction Manager will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, Construction Manager will make appropriate notations and return to Contractor.

Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

2. Each Application for Payment may be reviewed by Construction Manager and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by Construction Manager pursuant to the Schedule of Values prepared in accordance with Paragraph 1.06B of this section.
3. If it is determined that the Application for Payment is not proper and suitable for payment, Construction Manager will return it to the Contractor as soon as practicable, but no later than seven Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If Construction Manager determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Construction Manager may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
4. Pursuant to Public Contract Code Section 20104.50, if the Owner fails to make any progress payment within 30 Days after receipt of funds from the State of California, the Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of days by which the Owner exceeds the seven-day return requirement set forth herein.
5. As soon as practicable after approval of each Application for Payment for progress payments, the Owner will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of the Construction Manager, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. The Owner also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.
7. The Owner reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of the Owner, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
8. Granting of progress payment or payments by the Owner, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion

thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

9. When the Owner shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by the Owner from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover the Owner's charges against it, the Owner shall have right to recover balance from Contractor or Sureties.

1.07 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is at the sole discretion of the City.

1.08 FINAL PAYMENT

- A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, the Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.
- B. Prior progress payments shall be subject to correction in the final payment. The Owner's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.
- C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to the Owner's obligation to make final payment, a final release discharging the Owner, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

1.09 EFFECT OF PAYMENT

Payment will be made by the Owner, based on Construction Manager's observations at the site and the data comprising the Application for Payment. Payment will not be a representation that Construction Manager has:

- A. Made exhaustive or continuous on-site inspections to check the quality or quantity of Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors and material suppliers and

other data requested by Construction Manager to substantiate Contractor's right to payment; or

- D. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

****END OF SECTION****

SECTION 01060 SAFETY AND HEALTH

1.01 GENERAL

- A. The Contractor certifies that he is experienced and qualified to anticipate and meet the safety and health requirements of this project. The Contractor shall require his personnel to observe proper hygienic and safety precautions.
- B. The Contractor shall take measures to assure his personnel observe proper safety precautions when working in these areas.

1.02 SAFETY AND HEALTH REGULATIONS

- A. The Contractor shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Acts, as set forth in Title 29, Code of Federal Regulations (CFR). Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue NW, Washington, DC 20013.
- B. The Contractor shall also comply with the provisions of the Federal and State of California Occupational Safety and Health Act (OSHA), as amended.

****END OF SECTION****

SECTION 01065 WATER POLLUTION CONTROL

PART 1 - GENERAL

1.03 SCOPE

- A. This section includes general specifications for preventing, controlling, and abating water pollution in streams, waterways, and other bodies of water.

1.04 QUALITY ASSURANCE

- A. The editions of the specifications and standards referenced herein, published by the following organizations, apply to the work only to the extent specified by the reference. The latest version in effect at the time of bid shall apply.
 - 1. State of California, Department of Transportation (CALTRANS) Publications
CALTRANS
 - 2. Standard Specifications, State of California Business and Transportation Agency,
Department of Transportation, 2024.
- B. State Standard Specifications: Whenever this specification is referenced, the following is understood.
 - 1. All references to statistical testing are deleted.
 - 2. Whenever a discrepancy occurs between the Standard Specifications and this specification, it is understood that this specification governs.
 - 3. All references to measurement and payment are deleted.
- C. Information on forms, reports, and other documents can be found in the following manuals:
 - 1. CalTrans Storm Water Handbooks available at:
<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>
 - 2. California Stormwater Quality Association (CASQA) Stormwater Best Management Practice (BMP) Handbooks available at: <http://www.cabmphandbooks.com/>

1.05 Regulatory Requirements

- A. The Water Pollution Control (WPC) quality control and assurance (QA/QC) shall conform to the requirements set forth in Section 13-1.01D Quality Control and Assurance of the Standard Specifications, except as modified herein, City of Manteca Stormwater Pollution Program and the SWRCB NPDES Permit CA0081558 ORDER R5-2021-0003. The Contractor shall be responsible for all costs associated with the implementation of the QA/QC of WPC submittals

to comply these Provisions, the Standard Specifications, and with all applicable storm water requirements of the City, San Joaquin County, the State of California, and United States.

- B. The contractor shall comply the State Water Resources Control Board under General Permit 2022-0057 –DWQ for projects awarded on or after July 1, 2015. The City’s general permit governs stormwater and nonstormwater discharges from the City’s properties, facilities, and activities.
- C. A Water Pollution Control Plan (WCPC) can be either a SWPPP or an erosion and sediment control plan (ESCP). In general projects that are larger than 5 acres or projects between 1 acre and 5 acres that are not exempt, the contractor must apply for a NOI under the CGP and a SWPPP is required. Projects that are between 1 and 5 acres that are exempt or projects that are less than one acre, the contractor shall prepare an ESCP.
- D. Projects that disturb one acre or more of soil or disturb less than one acre but are part of a larger common plan or development or sale are subject to the Construction General Permit (CGP) in addition to the construction site storm water runoff control ordinance.
- E. The project disturbs less than one acre therefore the Contractor will not need to submit a Water Pollution Control Plan (WCPC) for the City’s review and written approval.
- F. A WCPC will not be approved unless it contains appropriate site-specific construction site BMPs that meet the minimum requirements of the City. Any revisions to the erosion and sediment control plan shall review and approved by the city prior to implementation by the Contractor.
- G. If the project requires a SWPPP, the contractor shall apply for a permit under the CGP. The contractor shall submit all necessary documents and complete the required form on the State water Resources Control Board, Storm Water Multiple Application and Report Tracking System (SMARTS): <https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>
- H. After completing the application on SMARTS, the contractor shall notify the Engineer to certify the application.
- I. Note, the application requires the QSD to enter their name and QSD number. The City shall not responsible for delays resulting from incomplete application process.
- J. The ESCP shall list all applicable permits directly associated with the grading activity, including, but not limited to the State Water Board’s CGP, State Water Board 401 Water Quality Certification, U.S. Army Corps 404 permit, and California Department of Fish and Game 1600 Agreement. The erosion and sediment control plan include the rationale used for selecting BMPs including supporting soil loss calculations, if necessary.
- K. The SWPPP developed pursuant to the CGP may substitute for the ESCP for projects where a SWPPP is developed. SWPPP or ESCP shall be prepared by a California certified QSD. Implementation shall occur under the supervision of a California-certified QSP. Any

modification of the SWPPP or ESCP prior to or during construction shall be reviewed and approved by the QSD in responsible charge. The WPC manager must be a California certified Qualified SWPPP Practitioner (QSP) certified through the California State Water Resources Control Board (SWRCB). The Contractor shall assign one WPC manager to implement the WPCP for the project.

- L. Do not start job site activities until:
 - 1. The Water Pollution Control Plan (WPCP) is approved.
 - 2. WPCP review requirements have been fulfilled. If the RWQCB requires time for review, allow 21 business days for the review.
- M. If the contractor operate a Contractor-support facility, protect stormwater systems or receiving waters from the discharge of potential pollutants by using water pollution control practices.
- N. Contractor-support facilities include:
 - 1. Staging areas
 - 2. Storage yards for equipment and materials
 - 3. Mobile operations
 - 4. Batch plants for PCC and HMA
 - 5. Crushing plants for rock and aggregate
 - 6. Other facilities installed for the Contractor's convenience, such as haul roads
- O. Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the State Water Resources Control Board for "Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities" and referred to herein as "General Industrial Permit." For the General Industrial Permit, go to the Web site for the State Water Resources Control Board.
- P. If the contractor operate a batch plant to manufacture PCC, HMA, or other material or a crushing plant to produce rock or aggregate, obtain coverage under the General Industrial Permit. The contractor must be covered under the General Industrial Permit for batch plants and crushing plants located:
 - 1. Outside of the job site
 - 2. Within the job site that serve 1 or more contracts

- Q. If the contractor obtain or dispose of material at a non-commercially operated borrow or disposal site, prevent water pollution due to erosion at the site during and after completion of the Contractor's activities. Upon completion of the Contractor's work, leave the site in a condition such that water will not collect or stand therein.
- R. The City does not pay for water pollution control practices at Contractor-support facilities and non-commercially operated borrow or disposal sites.
- S. The Contractor shall be responsible for all costs associated with Water Pollution Control (WPC), and the proper use and applications of the facilities to comply with the applicable storm water requirements of the City, San Joaquin County, the State of California, and the United States. This item shall be included in the bid under water pollution control. The City does not pay for equipment, labor, permit fees or any other costs associated with WPC beyond those included in the associated bid item. The Engineer may correct the deficiency and deduct the cost of correcting the deficiency from payment if the contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

1.02 SUBMITTALS

- A. If the project meetings the requirements in Section 1.02 above, then the Contractor shall submit a WPCP, otherwise a WPCP is not required. Best Management Practices and all other methods associated with Order No. 97-03-DWQ, NPDES General Permit No. CAS000001 shall be employed to prevent anything other than rain from entering the storm drain facility.
- B. The WPC program shall conform to the requirements set forth in Section 13-2 Water Pollution Control Program of the Standard Specifications.
- C. The WPC submittals shall conform to the requirements set forth in Section 13-1.01C Submittals of the Standard Specifications. The Contractor shall be responsible for all costs associated with the preparation and delivery of WPC submittals to comply these Provisions, the Standard Specifications, and with all applicable storm water requirements of the City, San Joaquin County, the State of California, and United States.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The WPC materials shall conform to the requirements set forth in Section 13-1.02 Materials of the Standard Specifications, , except as modified herein, City of Manteca Stormwater Pollution Program and, the SWRCB NPDES Permit CA0081558 ORDER R5-2021-0003.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. The WPC construction shall conform to the requirements set forth in Section 13-1.03 Construction of the Standard Specifications. The Contractor shall:
 - 1. Install facilities and devices used for water pollution control practices before performing work activities.
 - 2. Install soil stabilization materials for water pollution control practices in all work areas that are inactive or before storm events.
 - 3. Repair or replace water pollution control practices within 24 hours of discovering any damage, unless a longer period is approved.
- B. The Engineer does not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or the Contractor's negligence.
- C. The Contractor may request changes to the water pollution control work or the Engineer may order changes to water pollution control work. Changes may include additional or new water pollution control practices. Additional water pollution control work may be paid for as extra work.
- D. The Contractor shall retain a printed copy of the approved WPCP at the job site and make available during site visits at the request of the City, County or State.
- E. Monitor the National Weather Service's forecast on a daily basis. For the National Weather Service's forecast, go to the Web site for the National Weather Service. Monitoring and inspection shall be conducted in conformance with Section 13-1.03B and 13-1.03C of the Standard Specifications, except as modified herein, City of Manteca Stormwater Pollution Program and the SWRCB NPDES Permit CA0081558 ORDER R5-2021-0003.. All inspection documentation shall be maintained at the site and made available by the contractor at the request of the City, County or State.
- F. Whenever the contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP, correct the deficiency:
 - 1. Immediately, unless a later date is approved
 - 2. Before precipitation occurs
- G. The Engineer may correct the deficiency and deduct the cost of correcting the deficiency from payment if the contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

3.02 **JOB SITE MANAGEMENT**

- A. The contractor shall perform appropriate job site management, including spill prevention and control, material management, waste management, nonstormwater management, and dewatering activities. The contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they come in contact with storm drain systems and receiving waters.
- B. Job site management shall conform to the requirements set forth in Section 13-4 Job Site Management of the Standard Specifications. Linear sediment barriers must comply with Section 13-10.
- C. The Contractor shall be maintain and provide all submittals in accordance with Section 13-4.01B Submittals of the Standard Specifications. The contractor shall maintain all records on site, and provide a copy at the request of the City, County or State.
- D. Stockpiling materials; storing pile-driving equipment and liquid waste containers; washing vehicles and equipment in outside areas; and fueling and maintaining vehicles and equipment activities must be performed at safe distance, such that no illicit discharge may occur, from concentrated flows of stormwater, drainage courses, and inlets, unless otherwise authorized by the Engineer.

3.03 TEMPORARY SOIL STABILIZATION

- A. The use, submittals, materials and construction of temporary soil stabilization shall conform to the requirements set forth in Section 13-5 Temporary Soil Stabilization of the Standard Specifications. The Contractor shall be responsible for all costs associated with performing job site management to comply these Provisions, the Standard Specifications, and with all applicable storm water requirements of the City, San Joaquin County, the State of California, and United States.
- B. The Engineer designates the areas to receive soil stabilization materials by directing the placement of stakes or other suitable markers in increments of 1 acre or less.

3.04 TEMPORARY SEDIMENT CONTROL

- A. The use, submittals, materials and construction of temporary sediment controls, excluding temporary linear sediment barriers, shall conform to the requirements set forth in Section 13-6 of the Standard Specifications. Install, relocate and remove control measures as needed to comply with all applicable regulations.

3.05 TEMPORARY TRACKING CONTROL

- A. The use, submittals, materials and construction of temporary linear sediment barriers shall conform to the requirements set forth in Section 13-7 of the Standard Specifications. Install, relocate and remove facilities as needed to comply with all applicable regulations.

- B. The Contractor shall retain and submit records of street sweeping activities, including sweeping times, sweeping locations, and the quantity of disposed sweeping waste. Records shall be maintained on-site and made available to the City, County or State upon request.

3.06 TEMPORARY CONCRETE WASHOUTS

- A. The use, submittals, materials and construction of temporary linear sediment barriers shall conform to the requirements set forth in Section 13-9 of the Standard Specifications.
- B. Install, relocate or remove portable temporary concrete washout or bins as needed for concrete work. Remove and dispose of concrete waste within 2 business days after a concrete washout becomes filled. Dispose of concrete waste material from a concrete washout at a plant licensed to receive solid concrete waste, liquid concrete waste, or both. Secure portable temporary concrete washout or bin to prevent spilling of concrete waste material whenever it is being relocated or transported within the job site. Whenever any spilled material is observed, clean up the spilled material and place it back into the concrete washout unit. The City does not pay for installing, relocating or removing a portable temporary concrete washout or bin.

3.07 TEMPORARY LINEAR SEDIMENT BARRIERS

- A. The use, submittals, materials and construction of temporary linear sediment barriers shall conform to the requirements set forth in Section 13-10 of the Standard Specifications.
- B. Install, relocate and remove facilities as needed to comply with all applicable regulations.

****END OF SECTION****

SECTION 01070 ENVIRONMENTAL STEWARDSHIP

PART 1 - GENERAL

1.01 SCOPE

- A. This section includes general specifications for environmental compliance and environmental resource management.

1.02 QUALITY ASSURANCE

A. References

1. The editions of the specifications and standards referenced herein, published by the following organizations, apply to the work only to the extent specified by the reference. The latest version in effect at the time of bid shall apply.
2. State of California, Department of Transportation (CALTRANS) Publications:
 - a. *Standard Specifications, State of California Business and Transportation Agency, Department of Transportation, 2024.*
3. State Standard Specifications: Whenever this specification is referenced, the following is understood.
 - a. Whenever a discrepancy occurs between the Standard Specifications and this specification, it is understood that this specification governs.
 - b. All references to measurement and payment are deleted.

B. Regulatory Requirements

1. Air Quality: Section 14-9 includes specifications relating to air quality.
2. Air Pollution Control: Comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including air pollution control rules, regulations, ordinances, and statutes provided in Govt Code § 11017 (Pub Cont Code § 10231). Do not burn material to be disposed of.

1.01 DEFINITIONS

A. Listed Fish

1. Fish that is listed or proposed as a Threatened Species or as an Endangered Species under the Federal Endangered Species Act (FESA), or listed or proposed as a Threatened Species or as an Endangered Species under the California Endangered Species Act (CESA).

B. Listed Salmonid

1. Salmon, steelhead, or trout that are listed as a Threatened Species or as an Endangered Species under FESA, or listed or proposed as a Threatened Species or as an Endangered Species under CESA.

C. Regulated Fish

1. Listed fish species that are protected by law or regulation.

1.02 ENVIRONMENTALLY SENSITIVE AREAS

- A. No ESAs have been identified within the boundaries of the project sites. Care must be taken that the Contractor avoid any disturbance or adverse impacts to ESAs. Should any disturbance or other impacts by the Contractor occur, notify the City immediately.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 NOISE AND VIBRATION

- B. Do not operate construction equipment or run the equipment engines from 6:00 p.m. to 7:00 a.m., or on Saturdays or Sundays, except where authorized by the Engineer or to operate equipment within the project limits during these hours to:
 1. Service traffic control facilities
 2. Service construction equipment
- B. If authorized to work during these times, Contractor shall take steps to comply with the local noise ordinance.
- C. Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

3.02 DUST CONTROL

- A. Prevent and alleviate dust by applying water, dust palliative, or both and by covering active and inactive stockpiles. Apply water in conformance with Section 17 of these Provisions. Apply dust palliative under Section 18 of these Provisions. If ordered, apply water, dust palliative, or both to control dust caused by public traffic.

- B. The Contractor shall be responsible for all costs associated with the implementing appropriate dust control measures, and the proper use and applications of those measures to comply with the applicable storm water requirements of the City, San Joaquin County, the State of California, and the United States. This item shall be included in the bid under water pollution control. The City does not pay for equipment, labor or any other costs associated with implementation of dust control measures beyond those included in the associated bid item. The Engineer may correct the deficiency and deduct the cost of correcting the deficiency from payment if the contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

3.03 **SOLID WASTE DISPOSAL AND RECYCLING**

- A. Do not allow litter, trash, or debris to accumulate anywhere on the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove litter, trash, and debris from the job site at least once a week. WPC manager must monitor solid waste storage and disposal procedures on the job site.
- B. If practicable, recycle nonhazardous job site waste and excess material. If recycling is not practicable, dispose of it.
- C. Furnish enough closed-lid dumpsters of sufficient size to contain the solid waste generated by work activities. When refuse reaches the fill line, empty the dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job site. Furnish additional containers and more frequent pickup during the demolition phase of construction.
- D. Solid waste includes:
 - 1. Brick
 - 2. Mortar
 - 3. Timber
 - 4. Metal scraps
 - 5. Sawdust
 - 6. Pipe
 - 7. Electrical cuttings
 - 8. Nonhazardous equipment parts
 - 9. Styrofoam and other packaging materials
 - 10. Vegetative material and plant containers from highway planting
 - 11. Litter and smoking material, including litter generated randomly by the public
 - 12. Other trash and debris
- E. Furnish and use trash receptacles in the job site yard, field trailers, and locations where workers gather for lunch and breaks.
- F. Submit to the Engineer a final annual Solid Waste Recycling Report in conformance with Section 14-10.02 Solid Waste Disposal and Recycling Report of the State Standard

Specifications within 5 business days after Contract acceptance. For each failure to submit a completed report, the Engineer withholds \$10,000.

3.04 HAZARDOUS WASTE AND CONTAMINATION

- A. No hazardous waste or contamination has been identified at the project sites. If potentially hazardous waste or contamination is encountered, stop work within 100 feet of that area and contact the City immediately. The handling, storage, transport, disposal, documentation and reporting related to hazardous waste and contamination that may be encountered at a project site shall conform to the requirements set forth in Section 14-11 Hazardous Waste and Contamination of the Standard Specifications, except as modified herein, and all local, State and Federal requirements. The handling, storage, transport, disposal, documentation and reporting related to regulated hazardous waste or contamination encountered at a project site under the authorization of the Director would represent a change in work character and is eligible for a change order in accordance with Section 4-1.05 of the State Standard Specifications.
- B. Unauthorized work is not eligible for reimbursement under a change order.

3.05 DEVELOPMENT WATER

- A. Initial development water with a turbidity greater than 100 NTU shall be conveyed and discharged to the sanitary sewer system, as indicated on Drawings W-02.
- B. Initial development water with a turbidity less than 100 NTU shall be conveyed to the storm drain drop inlet indicated on Drawings W-01 and W-02. All discharges shall meet the requirements of the Statewide General Permit for Drinking Water System Discharges to Waters of the United States.
- C. The Contractor shall supply temporary storage tanks (e.g., Baker tanks), connected in series, and of sufficient number and capacity to adequately settle suspended solids within the discharged water, prior to conveyance to the point of discharge.
- D. The Contractor shall furnish and install temporary piping and any necessary ancillary facilities to convey discharge water from the production well to the approved discharge point, including conveyance to and from any implemented BMPs.

3.06 WELL AND AQUIFER TESTING WATER

- A. The Contractor shall discharge all final development and testing water to the storm drain drop inlet, as indicated in Drawings W-01 and W-02.
- B. The Contractor shall provide discharge pipe to convey water from the well to the specified discharge point.

- C. The Contractor shall provide appropriate erosion control at drain inlets and the discharge point, including as necessary: plastic sheeting, energy dissipating devices, rip-rap, and other control materials. Erosion control shall be adequate to prevent damage to drain inlets.
- D. The discharge piping shall be secured at all times during discharge to prevent damage to drain inlets or any other existing facilities.

3.07 **ARCHAEOLOGICAL RESOURCES**

- A. If archaeological resources are discovered at the job site, do not disturb the resources and immediately:
 - 1. Stop all work within a 60-foot radius of the discovery
 - 2. Protect the discovery area
 - 3. Notify the Engineer
- B. The Engineer investigates. Do not move archaeological resources or take them from the job site. Do not resume work within the discovery area until approved.
- C. If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. This work will be paid for as extra work (with or without a reference to a section).

3.08 **BIRD PROTECTION**

- A. Protect migratory and nongame birds, their occupied nests, and their eggs.
- B. The City anticipates breeding and nesting or attempted nesting by migratory and nongame birds in the area of the project site from February 1 to August 31 of each year. As described in the environmental documents, of particular concern in this area is potential disturbance of the Clapper Rail breeding and nesting.
- C. The federal Migratory Bird Treaty Act, 16 USC § 703–711, and 50 CFR Pt 10 and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.
- D. The federal Endangered Species Act of 1973, 16 USC § 1531 and § 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.
- E. The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.
- F. If migratory or nongame bird nests are discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:
 - 1. Stop all work within a 100-foot radius of the discovery

2. Notify the Engineer

- G. Do not resume work within the specified radius of the discovery until authorized.
- H. If ordered, use exclusion devices, take nesting prevention measures, remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation, or perform any combination of these. This work will be paid for as extra work .
- I. Prevent nest materials from falling into waterways.

3.09 FISH PROTECTION

- A. Protect all life stages of anadromous fish in streams, conduct work activities to allow free passage of anadromous migratory fish or as allowed by PLAC terms and conditions. Assure that construction work does not produce sound in water that results in unauthorized take of listed species.

3.10 PALEONTOLOGICAL RESOURCES

- A. If paleontological resources are discovered at the job site, do not disturb the material and immediately:
 - 1. Stop all work within a 60-foot radius of the discovery
 - 2. Protect the area
 - 3. Notify the Engineer
- B. The Engineer investigates and modifies the dimensions of the protected area if necessary. Do not move paleontological resources or take them from the job site. Do not resume work within the specified radius of the discovery until approved.

****END OF SECTION****

SECTION 01080 SITE PROTECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. All initial work at the site relating to implementation of Storm Water Best Management Practices, and also work throughout the project to maintain ongoing implementation of the BMPs.
- B. Preparation of the well site to allow safe access to the site for work, to protect existing improvements, for public safety, and to allow for all weather site access.
- C. All work in the Section is subject to the review and approval of the Owner.

1.02 STORMWATER BEST MANAGEMENT PRACTICES

- A. Erosion, Sediment and Water Pollution Control shall comply with the provisions set forth in Section 01065 of these specifications.
- B. The Contractor shall implement, at a minimum, Best Management Practices (BMPs); depending on field conditions, additional measures may be necessary to minimize erosion and the transport of sediments.

1.03 FENCES

- A. Fences, Barricades, Warning Signs, and Lights.
 - 1. When used, shall conform to CAL-OSHA regulations, other State of California and local codes, rules, regulations, and ordinances for protection of workers, public and private property, and provide, install and maintain barricades, warning devices and other protection required therefore.
 - 2. Contractor shall provide temporary fencing as required to protect materials, equipment, livestock, and miscellaneous items from theft, vandalism, unauthorized access and/or harm.
- B. All open excavations shall have temporary fencing around their perimeter, as stated in 1.03 A of this section, if site is to be unmanned.

1.04 ALL WEATHER ACCESS

- A. The Contractor shall prepare site as necessary to ensure that the site will remain accessible during wet weather conditions. Should the Contractor insufficiently prepare the site for such conditions, no standby time will be paid for time lost, or time required to remedy the site conditions.

- B. Suggested preparation for all weather access includes the installation of a gravel blanket of Class 2 aggregate over the entire site. All traffic at the site should be restricted to the gravel blanket. The gravel blanket should be of adequate thickness to accommodate wet weather conditions and to allow for all construction activities at the site.

1.05 SITE INGRESS/EGRESS

- A. The Contractor shall provide a tire beat-down area that will sufficiently clean vehicle tires of accumulated dirt and mud, and shall route all traffic exiting the site through this area.
- B. The Contractor shall regularly sweep and maintain the adjacent roadway free and clear of sediment and debris.

1.06 TRAFFIC CONTROL

- A. A traffic control program shall be implemented to protect the entrance to the site and any equipment, vehicles, or the public on the adjacent roadways. Construction area signs and traffic cones shall be furnished, installed, maintained, and removed when no longer required.
- B. The Contractor shall submit a written traffic control plan for approval to the City, and shall notify local authorities of its intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of parked vehicles. The Contractor shall coordinate as necessary with other construction activities in the area.
- C. When the Contractor's operations create a condition hazardous to traffic or to the public, he shall furnish, erect and maintain, at his expense and without cost to the Owner, such fences, barricades, lights, signs and other devices as are necessary to prevent accidents or damage or injury to the public. The Contractor shall also furnish such flagmen, provided with the necessary equipment kept clean and in good condition by the Contractor at his expense, as may be necessary to give adequate warning to traffic or to the public that the roadway is under construction or of any dangerous conditions to be encountered.
- D. The Contractor shall not block access to any private driveways. Any damage created to private driveways as a result of vehicles or equipment during construction activities, shall be borne to the Contractor. The damage will be repaired by the Contractor at no expense to the Owner.
- E. Refer to Section 12 Temporary Traffic Control of these specifications.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

****END OF SECTION****

SECTION 01200 INSPECTION AND PROJECT MEETINGS

PART 1 – GENERAL

1.01 Preconstruction Meeting

- A. A mandatory preconstruction meeting will be held within ten working days of Award of the Contract. The purpose of the meeting will be to discuss the various requirements of the specifications and the Contractor's responsibilities with regard to process control, schedule, submittals, traffic control, and safety. The Contractor shall not commence construction work until after the preconstruction meeting and issuance of a Notice to Proceed. Attendance of a representative from City of Manteca at the preconstruction meeting is mandatory and the Contractor shall notify the City when the meeting is scheduled.

1.02 Monthly Status Meetings

- A. Regular monthly construction progress meetings shall be held throughout the construction period from the time the Contractor begins work until the acceptance of the work by the Owner. The Construction Manager and representatives of the Owner will attend the meeting. The Contractor shall be represented by his designated construction manager and superintendent and representatives of any major subcontractor whose work will be discussed at the meeting.
- B. The purpose of the meeting shall be as follows:
 - 1. Review of progress of the work during the preceding month and the job to date for compliance with the approved construction schedule as described in Section 01310, CONTRACTOR'S CONSTRUCTION SCHEDULE.
 - 2. Discuss work and coordination of activities that will be required for the completion of all work scheduled for the following month.
 - 3. Discuss additional measures required to bring the progress of the work into compliance with the approved schedule if required to satisfy the provisions of the contract.
 - 4. Review status of submittals, change orders, directives, and equipment delivery dates.
 - 5. Any additional items of concern to the Owner or Construction Manager.

1.03 Weekly Meetings

- A. The Contractor's superintendent shall meet with the Construction Manager at the beginning of each week to discuss the activities scheduled for the following week and the compliance of the work with the schedule established at the previous monthly status meeting.

1.04 Additional Meetings

- A. Additional meetings with the Construction Manager, the Owner, Engineer, and Contractor will be called by the Construction Manager to resolve disputes on various items of work on the project, including, but not limited to, progress payments, design omissions or conflicts, and changes in work and/or schedule.

1.05 Inspection Purpose and General Requirements

- A. The primary purpose of the Engineer's inspections is to confirm that the work is being performed in accordance with the Contract requirements.
- B. The secondary purpose of the Engineer's inspections is to evaluate conditions throughout construction, so the Engineer can provide the Contractor with interpretation and clarification of the Contract requirements as they apply to specific work items and conditions.
- C. The Engineer's observations and comments during inspections are intended to provide the Contractor with suggestions and guidance for completing the work in accordance with the Contract requirements. The Contractor is solely responsible for determining the appropriate course of action, for directing the work, and for fulfilling the Contract requirements. The Engineer's observations and comments shall not be considered to be direction of the work.
- D. The Contractor shall make a good faith effort to make the work available for inspection by the Engineer, to collect and provide samples for inspection by the Engineer, and to honestly represent the work to the Engineer.
- E. The Engineer shall make a good faith effort to accommodate the Contractor's construction schedule, to be available throughout construction to make inspections on short notice at the Contractor's request, and to provide interpretation and clarification of the Contract requirements.

1.06 Mobilization

- A. Contractor shall notify the Engineer a minimum of 24 hours in advance of the anticipated time of mobilization, and shall update the Engineer with any changes in the schedule for mobilization.
- B. Contractor shall make drilling equipment and accessories, and sanitary facilities, available for inspection by the Engineer.
- C. Contractor shall delineate with marking paint the proposed location of mud pits (if used) and any other excavations, for inspection by the Engineer.

1.07 Site Preparation

- A. Contractor shall provide Engineer with access for inspection and approval of any site preparation to be performed as part of this Contract.

1.08 Construction Materials

- A. Contractor shall make all construction materials available for inspection by the Engineer.

1.09 Underground Construction

- A. Contractor shall notify Engineer a minimum of 24 hours in advance of the anticipated time of underground utilities construction and placement, and shall update the Engineer with any changes in schedule, so the Engineer may be on site to inspect both the construction and the placement.
- B. Contractor shall make the following items available for inspection by the Engineer: utility pipeline and appurtenances, structures, and installation methods.
- C. Contractor shall assist Engineer with inspection by making other measurements requested by the Engineer.

1.10 Seal Coats Construction

- A. Contractor shall notify Engineer a minimum of 24 hours in advance of the anticipated time of seal coats construction activities (slurry seal, microsurfacing, chip seal, cape seal, etc.). Contractor shall update the Engineer with any changes in schedule, so the Engineer may be on site to inspect seal coats construction activities.
- B. Contractor shall make seal coats and construction equipment available for inspection by the Engineer.

1.11 Pavement Improvements Construction

- A. Contractor shall notify Engineer a minimum of 24 hours in advance of the anticipated time of pavement improvements construction activities (excavation/grind, AB/ HMA placement, etc.). Contractor shall update the Engineer with any changes in schedule, so the Engineer may be on site to inspect pavement improvement construction activities.
- B. Contractor shall make pavement improvement materials and construction equipment available for inspection by the Engineer.

1.12 Surface Completion

- A. Contractor shall notify Engineer a minimum of 24 hours in advance of the anticipated time of surface completion, and shall update the Engineer with any changes in schedule, so the Engineer may be on site to witness the surface completion.
- B. Contractor shall make surface completion materials and methods available for inspection by the Engineer.

1.13 Site Clean-up and Records

- A. Contractor shall notify Engineer a minimum of 24 hours in advance of the anticipated time of the video inspection, and shall update the Engineer with any changes in schedule, so the Engineer may be on site to witness the video inspection.
- B. Contractor shall make wellhead security, backfilling and compaction, and site cleanup available for inspection by the Engineer.
- C. Backfilling and compaction must be witnessed by the Engineer. Backfilling and compaction not witnessed by the Engineer, or improperly performed, shall not be considered valid for final acceptance unless otherwise approved by the Engineer in writing.

****END OF SECTION****

SECTION 01300 SUBMITTALS

PART 1 – GENERAL

1.01 GENERAL

- A. Where required by the specifications, the Contractor shall submit descriptive information that will enable determination of whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the plans and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the specifications. In some instances, specified submittal information describes some, but not all, features of the material equipment, or method of work. Features not requiring submittals shall be as specified.
- B. Submittal review shall be only for general conformance with the design concept and general compliance with the information given in the contract documents. It shall not include review of quantities, dimensions, weights or gages, fabrication processes, construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Construction Manager shall not be required to review and shall not be responsible for any deviations from the contract documents not clearly noted by the Contractor, nor shall the Construction Manager be required to review partial submissions or those for which submissions for correlated items have not been received.
- C. The Contractor may authorize material or equipment suppliers to deal directly with the Construction Manager with regard to such submittals; however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be described in the submittal. The Contractor shall verify that all features of all products conform to the requirements of the specifications and plans. The Contractor shall insure that there is no conflict with other submittals and shall notify the Construction Manager in each case where his submittal may affect the work of the Owner or others. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.
- B. Immediately following Award of the Contract, the Contractor shall review the plans and specifications and shall prepare a list of all submittals anticipated on the project and shall submit this list to the Construction Manager. Items not on the list but requiring review shall be added to the list as requested by the Construction Manager at any time during the construction.

1.03 TRANSMITTAL PROCEDURE

A. General

- Submittals regarding material and equipment shall be accompanied by a transmittal form. A separate form shall be used for each specific item, class of material, equipment, and for items specified in separate, discrete sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
- A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Submittal numbers shall have the following format: "XXX-YYYYY-ZZ"; where "XXX" is the sequential number assigned by the Contractor, "YYYYY" is the specification section number covered by the submittal, and "ZZ" is the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.). Resubmittals shall have the same submittal number format; where "XXX" is the originally assigned submittal number.
- Submittal 25-11350-02, for example, would be the second submittal (first re-submittal) of submittal 25 covering Section 11350.

B. Deviation from Contract

- If the Contractor proposes to provide material, equipment, or method of work that deviates from the contract documents, he shall indicate so on the transmittal form accompanying the submittal copies.

C. Submittal Completeness

- Submittals that do not contain all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

D. Requests for Substitution

- The Contractor may offer material or equipment of equal or better quality and performance in substitution for those specified. The Owner will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers of substitution shall be made in writing to the Construction Manager and shall include sufficient data to enable the Construction Manager to assess the acceptability of the material or equipment for the particular application and requirements.
- If the offered substitution necessitates changes to or coordination with other portions of the work, the data submitted shall include drawings and details showing such changes.

- Contractor agrees to perform these changes as part of the substitution of material or equipment at no additional cost to the Owner. Within seven calendar days after receipt of the offer of substitution, the Construction Manager will review the material submitted by the Contractor and advise the Contractor of objections, if any, to the proposed substitution or if further information is required. Upon notification by the Construction Manager, the Contractor shall either provide material or equipment that complies with project specifications or furnish requested additional information. While the Construction Manager might not take any objections to the proposed substitution, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any cost differential associated with a substitution shall be reflected in the offer and the contract documents shall be modified by a change order.

1.04 REVIEW PROCEDURE

- A. When the contract documents require a submittal, the Contractor shall submit copies of the specified information as follows unless otherwise specified:

- One reproducible original (electronic is appropriate) of all the submitted information. When individual sheets in the submittal exceed 8½-inch x 11-inch, a sepia shall be submitted.
- Two copies of all the submitted information.
- Submittals shall be delivered or mailed to:

City of Manteca
Department of Engineering
Attention: Gui “Wing” Chang, Assistant Engineer
1001 West Center Street Manteca, CA 95336
Fax: (209) 923-8956
Email: gchang@manteca.gov

- B. Unless otherwise specified, within seven calendar days after receipt of the submittal, the submittal shall be reviewed and returned to the Contractor. The original shall be retained by the Construction Manager. The returned submittal shall indicate one of the following actions:

- If the review indicates that the material, equipment, or work method is in general conformance with the design concept and complies with the drawings and specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
- If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the

noted corrections. Where submittal information will be incorporated in operation and maintenance information, a corrected copy shall be provided.

- If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "REVISE AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
 - If the review indicates that the material, equipment, or work method is not in general conformance with the design concept or in compliance with the drawings and specifications, copies of the submittal will be marked "REJECTED". Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
- C. Following the initial review, two (2) "resubmittals" will be allowed by the Construction Manager prior to a "back charge" for engineering review and administration costs being incurred by the Contractor. The "back charge" will be deducted from any amounts due the Contractor.

1.05 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

- A. Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Owner, or by any officer or employee thereof, or by any engineering firm conducting such review on behalf of the Owner, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Owner has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

1.06 REQUIRED SUBMITTALS

- A. Contractor shall submit the following items, which shall be approved by the Engineer prior to mobilization:
- Construction Schedule
 - Emergency Plan
 - Site Plan
 - Traffic Control Plan

- Daily Report Form
 - Contractor Contact Information
 - Manufacturer Safety Data Sheets
- B. At the conclusion of the project, the Contractor shall submit complete records and as-built construction information for the project:
- All daily reports
 - All mill certifications, cement tickets, and any other documentation of materials installed
 - Contractor's tallies of materials installed
 - Testing records
- C. Emergency Plan
- The intent of the Emergency Plan is to ensure that, in the event of an emergency at the project site, all workers know the procedure to follow and have all contact and location information necessary to quickly respond to an emergency at the project site.
 - The Emergency Plan shall include the following:
 - a. The name, address, and phone number of the nearest medical facility that accepts emergency patients.
 - b. A map and directions from the project sites to the emergency facility.
 - c. Emergency phone numbers for the local police department, fire departments, and poison control center.
 - d. A location map showing the project sites, and a written description of the project site location that can be used to direct emergency vehicles to the project site.
 - e. The procedure to be followed in the event of an emergency.
 - The Contractor shall review the Emergency Plan with all regular workers at the project sites. All regular workers at the site should know where the nearest emergency medical facility is, the route from the project site to that facility, and the procedure to be followed in the event of an emergency.

****END OF SECTION****

SECTION 01310 CONTRACTOR'S CONSTRUCTION SCHEDULE

PART 1 – GENERAL

1.01 SCOPE

- A. This section specifies the procedures for preparing the construction schedule used for planning and managing construction activities. The schedule provides a basis for determining the progress status of the project relative to the completion time and specific dates. The Contractor shall present the construction schedule at a public meeting prior to beginning work as specified in Section 01200, INSPECTIONS AND PROJECT MEETINGS.

1.02 DESCRIPTION

- A. A schedule shall be provided to depict all significant construction activities and all items of work listed in the breakdown of contract prices submitted by the Contractor in accordance with the BID SCHEDULE section of these specifications. The dependencies between activities shall be indicated so that it may be established what effect the progress of any one activity has on the schedule.
- B. Detailed network activities shall include, in addition to construction activities, the submittal and approval of samples of material and shop drawings, the procurement of critical materials and equipment, and their installation and testing. All submittals of equipment and materials in the Technical Specifications shall be shown on the schedule together with appropriate allowances for review and delivery times, installation, testing and training as appropriate. All activities of the Owner and Construction Manager that affect the progress of the work shall be shown. Any omission of work from the schedule required for contract compliance shall not excuse the Contractor from completing such work within any applicable completion date.
- C. Completion time and all specific contract dates given in Section 00800, SUPPLEMENTARY GENERAL CONDITIONS shall be shown on the schedule. Activities making up the critical path shall be identified.
- D. No activity on the schedule shall have a duration longer than 21 calendar days except activities comprising only fabrication and delivery, which may extend for more than 21 calendar days. Activities which exceed these limits shall be divided into more detailed components. The scheduled duration of each activity shall be based on the work being performed during the normal 40-hour work week with allowances made for legal holidays and normal weather conditions.
- E. The Contractor shall not work on legal holidays except by permission of the Construction Manager. Legal holidays are defined as the holidays observed by the Owner. The Contractor shall notify the Construction Manager by Friday of their intent to work on any immediately following Saturday or Sunday. Delays to project completion experienced during holidays or weekends without proper permission or notice will not be considered to be the responsibility of the Owner or Construction Manager.

- F. Schedules shall be realistic. Contractors shall be required to show use of all calendar days allowed for completion in their schedule or accept a no cost change order reducing the number of days allowed for the completion of the work to the amount shown on the proposed and approved schedule.

1.03 SUBMITTAL PROCEDURES

- A. Within 10 calendar days after the date of the Notice of Proceed, the Contractor shall complete a construction schedule conforming to Paragraph 1.02, Description, and representing in detail all planned procurement and onsite construction activities. The schedule shall be prepared on reproducible paper and may be in draft form with legible freehand lines and lettering. The Contractor shall submit the original and six copies to the Construction Manager in accordance with Section 01300, SUBMITTALS.
- B. No progress payments shall be made prior to the acceptance of the schedule. Failure to resubmit updated schedules as required herein shall result in an increase in the retentions of the amounts due the Contractor.
- C. Within 10 calendar days after receipt of the submittal, the Construction Manager shall review the submitted schedule and return two copies of the marked up original to the Contractor. If the Construction Manager finds that the submitted schedule does not comply with specified requirements, the corrective revisions will be noted on the submittal copy returned to the Contractor for corrections and resubmittal as specified in Section 01300, SUBMITTALS.

1.04 SCHEDULE REVISIONS

Revisions to the accepted construction schedule may be made only with written approval of the Contractor and the Owner. Changes in timing for activities which are not on the critical path may be modified with written agreement of the Contractor and Construction Manager.

1.05 CONTRACT EXTENSIONS

- A. If, at any time during the project, the Contractor believes that the work cannot be completed within the Contract time, the Contractor shall notify the Engineer in writing. The Contractor shall provide a full explanation of the reasons for the delay, and shall state the amount of additional time the Contractor requests to complete the work.
- B. No Contract extensions will be granted for delays caused by any of the following:
 - 1. Contractor's failure to provide, mobilize to the project site, set up, operate, maintain in good working condition, and demobilize from the project site, all equipment necessary for the successful completion of the project in a timely manner.
 - 2. Contractor's failure to provide the required submittals in a timely manner.
 - 3. Contractor's failure to devote the necessary resources and labor to make equipment

repairs in a timely manner.

4. In the event that the equipment repairs cannot be made in a timely manner, or repairs are not successful, Contractor's failure to replace the broken equipment.
5. Contractor's failure to comply with the provisions of this Contract.
6. Contractor's failure to make a good faith effort to complete the work within the Contract time.

All other causes for delays will be evaluated by the Engineer on a case-by-case basis and Contract extensions, if any, will be granted only if the Engineer determines that the Contractor was not responsible for the delay.

1.06 **PROJECT STATUS UPDATE**

A jobsite meeting will be held each month at a time mutually agreed upon by the Contractor, Construction Manager, and the Owner to review the construction progress for compliance with the approved schedule. Weekly meetings will also be held between the Contractor and Construction Manager to review the progress of the work of the previous week and to coordinate the work of the subsequent week. The schedule shall be revised whenever: the schedule does not represent the progress of the work; equipment submittals, approvals or deliveries make rescheduling of activities necessary; any change to the sequence of activities occurs or any change occurs to activities on the critical path; or when a contract modification necessitates a revision to the schedule. Updates to the schedule shall, at a minimum, be required on a monthly basis.

****END OF SECTION****

SECTION 01340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.0 SUBMITTALS

1.1 General

Where the Contractor is required by these Specifications to make submittals, they shall be made to the Construction Manager with a letter of transmittal and in accordance with the requirements of this section.

The Contractor shall submit to the Construction Manager. Seven (7) copies of the following items listed immediately below unless other provisions of the Contract Document stipulate a different quantity. Two (2) copies of submittals which require review will be returned to the Contractor with review comments, if any, noted. Reviewed copies of the construction schedule and the Final Operation and Maintenance Manuals will not be returned to the Contractor. It shall be the Contractor's responsibility to copy and/or to conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors. Alternatively, the Contractor can submit electronic copies of these items but shall provide one hard copy of the submittal that matches the electronic version.

- Contractor's Representative
- Safety Program
- Safety Supervisor
- Designated "Competent Person(s)"
- Cost Breakdown
- Construction Schedules
- Substitutions
- Shop Drawings
- Material Safety Data Sheets
- Operation and Maintenance Manuals
- Working Drawings
- Warranty Data
- Others as Specified in the Technical Specifications

1.2 Contractor's Responsibilities

The Contractor shall submit, at its own expense, submittals and details of structural and reinforcing steel, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and any other appurtenances as required in technical specifications.

All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another contractor or the City. The Contractor shall insure coordination of submittals among the related crafts and subcontractors. The Contractor accepts the responsibility and expense for additional costs and delays which may result from Work performed without favorably reviewed submittals.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this project.

2.0 MATERIAL AND EQUIPMENT SUBSTITUTIONS

2.1 General

In preparing these Specifications, the Design Consultant has named those products, which to its knowledge meet the Specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Specifications, they are used to establish the standards of quality and utility required.

The first-named manufacturer is the basis for the project design and the use of alternative-named or unnamed manufacturer's products proposed by the Contractor may require modifications in the project design and construction. Where only one product has been named by brand, it is the only brand, trade name, or manufactured product known to the Design Consultant that meets these Specifications.

The City has made a determination that no substitution will be considered and that the following listed materials and/or equipment must be furnished as designated below in order to match others in use by the City or because it is a unique or novel product application required to be used by the City:

The City has made a determination that no substitution will be considered and that the following listed materials and/or equipment must be furnished as designated below in order to match others in use by the City or because it is a unique or novel product application required to be used by the City.

2.2 Substitutions

Substitutions which are equal in quality and utility to those specified will be permitted, subject to the following provisions. For this purpose, the Contractor shall submit to the Construction Manager within forty (40) days of the Notice of Award, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature, calculations, or other detailed information as will demonstrate to the Design Consultant that the proposed substitute is equal in quality and utility to the material specified shall be appended to this list. The Design Consultant will favorably review in writing such proposed substitutions as are, in its opinion, equal in quality to the items or materials specified. In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the City.

Insufficient product data and other related information which does not permit an informed evaluation is an adequate basis for rejection of the proposed substitution.

Failure of the Contractor to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the Construction Manager of any substitutions otherwise proposed.

2.3 Modifications and Costs

If alternative named or substitutions are proposed by the Contractor and favorably reviewed by the Design Consultant, the Contractor is responsible for providing, at no additional cost to the City, any electrical,

mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price of the work.

In addition the Contractor is responsible for all additional costs to the City, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or substitutions and any redesign necessary. The City shall deduct said costs from the Contract monies due the Contractor.

3.0 SUBMITTAL AND MATERIAL LIST

Within ten (10) days of the Notice of Award the City will provide the Contractor with a Preliminary List of anticipated submittals. This list is intended as a reference to assist the Contractor in the submittal process and may not include all submittals required by the Contract. Accordingly, the Contract requirements shall govern over the City provided Preliminary List.

Within five (5) days after the Notice to Proceed and prior to the submission of the initial shop drawings, the Contractor shall submit a complete list of all required submittals to the Construction Manager for favorable review. The Submittal and Material List shall include a description of each item, Specification reference and the anticipated submittal date. The List shall include all items of equipment and materials for architectural, structural, mechanical, piping, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall reference the applicable Specification section or Drawing. After the submission is favorably reviewed and returned to the Contractor by the Construction Manager, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review. No work shall proceed on any item until it has been submitted and favorably reviewed. An incomplete submittal list is not a basis for avoiding a submittal required by the specifications.

4.0 TRANSMITTAL PROCEDURES

4.1 Transmittal Form

A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section and subsection or paragraph to which the submittal is related shall be indicated on the transmittal form.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

4.2 Deviations From The Contract

If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a separate written description of such deviations and the reasons therefor. If the Owner accepts such deviation, the City shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

4.3 **Submittal Completeness**

The Contractor shall review and check all submittals before submitting them to the Construction Manager. The Contractor shall stamp and certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.

If the Contractor submits an incomplete submittal, the submittal will be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.

It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Construction Manager at least by the second submission of data. The City reserves the right to deduct monies from payments due the Contractor to cover additional costs of review beyond the second submission.

4.4 **Submittal Period**

All submittals shall be completed within FOURTEEN (14) days after the Notice to Proceed unless the Construction Manager accepts an alternate schedule for submission of submittals proposed by the Contractor.

4.5 **Alternate Submittals**

If a submittal is approved and the Contractor elects to submit an alternate item for review for the same application, the Contractor shall be responsible for the review costs for the alternate submittal.

5.0 **REVIEW PROCEDURE**

Submittals shall be submitted to the Construction Manager for review and returned to the Contractor within FOURTEEN (14) days after receipt. Review of submittals by the Design Consultant has as its primary objective the completion for the City of a project in full conformance with the Contract Documents, unmarred by field corrections, and within the time provided

After review by the Design Consultant of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

- A. **NO EXCEPTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
- B. **MAKE CORRECTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Same as A, except that minor corrections as noted shall be made by the Contractor.

- C. **MAKE CORRECTIONS NOTED (RESUBMIT)** - Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Design Consultant.
- D. **NOT ACCEPTABLE (RESUBMIT)** - Submitted material does not conform to Plans and Specifications in major respect., i.e.: wrong size, model, capacity, or material.

Items A and B above (no resubmittal required) are considered "favorable review." Items C and D above (correction and resubmittal required) are considered "unfavorable review."

6.0 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

The Design Consultant's favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.

The favorable review of all submittals by the Design Consultant shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review by the Design Consultant shall not relieve the Contractor of its obligation to meet contractual requirements, safety requirements and all other requirements of laws, nor constitute a Contract Change Order. Favorable review will not constitute acceptance of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.

SECTION 01400 REJECTION OF WORK

PART 1 - GENERAL

1.01 Rejection of Work

- A. Any work that is not in compliance with the contract documents, or does not meet the performance requirements, or is not suitable for the intended use, may be rejected by the Owner.
- B. Contractor may salvage materials from any rejected work. Salvaged materials shall not be used in corrections or replacement of work unless approved by the Owner in writing.

1.02 Correction of Work

- A. The Contractor will be given two (2) opportunities to correct rejected work, unless otherwise approved by the Owner in writing.
- B. The Contractor must submit to the Owner a plan for correcting the work. The Owner must approve this plan before the Contractor proceeds with any corrections.
- C. If, in two (2) attempts, the Contractor does not correct the work so that it is as specified, meets the performance requirements, and is suitable for the intended use, the work will be rejected and the Contractor will be required to provide a replacement.

1.03 Replacement of Work

- A. All replacement work shall be performed in accordance with this Contract and as specified.

1.04 Acceptance of Incomplete or Inadequate Work

- A. At the Owner's sole discretion, the Owner may choose to accept incomplete or inadequate work.
- B. The Owner shall negotiate a reduced price, subject to the concurrence of the Contractor, for any incomplete or inadequate work that the Owner chooses to accept.
- C. If an agreement about a reduced price for incomplete or inadequate work cannot be reached, the work shall be considered rejected.

1.05 Payment for Corrections, Replacement Work, and Rejected Work

- A. No payment will be made for rejected work.
- B. The Contractor will only be paid for bid items that are completed as specified, meet the performance requirements, and are suitable for the intended use.
- C. No additional payment will be made for corrections or replacement work.

- D. No payment will be made for salvaged materials that are not accepted for reuse in corrections or replacement of work.

****END OF SECTION***

SECTION 01620 PROTECTION OF MATERIALS AND EQUIPMENT
PART 1 - GENERAL

1.01 GENERAL

- A. Materials and equipment including spare parts shall be shipped, handled, stored, and installed by methods which will prevent damage to the items. Damaged items will not be permitted as part of the work except in cases of minor damage that have been satisfactorily repaired and are acceptable to the Construction Manager. Acceptance of spare parts shall be at such times as determined by the Construction Manager.

1.02 MATERIALS

- A. Handle products in accordance with the manufacturer's written recommendations, and in a manner to prevent damage.
- B. Store products prior to installation as recommended by the manufacturer:
- Store products such as pipe off the ground in approved storage yards.
 - Store items subject to damage by the elements, vandalism, or theft in secure buildings.
- C. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner's Representative.
- D. Store products to provide access for inspection and inventory control. Contractor shall document products in storage to facilitate inspection and to estimate progress payments for products delivered but not installed in the work.
- E. Well casing and well screen shall material be stored onsite on wooden blocks, in such a manner as to prevent contact with the ground surface.
- F. Gravel envelope material shall be stored in manufacturer-supplied containers until they are installed in the borehole.

****END OF SECTION****

SECTION 01670 OPERATIONS, MAINTENANCE, AND TRAINING REQUIREMENTS

1.0 OPERATION AND MAINTENANCE

After all equipment shop drawings and submittals are favorably reviewed, but prior to the delivery, installation, and operation by City staff of any item of machinery or equipment the Contractor shall submit a preliminary Operation and Maintenance Manual and Equipment Summary Form(s). The manual will be reviewed by the Construction Manager for general content, and the Construction Manager will advise the Contractor within five days of receipt if the manual is acceptable in general content for the delivery and installation of the equipment or machinery. The preliminary manuals must at a minimum include the completed equipment summary form(s) for each piece of equipment, the detailed manufacturer's requirements for storage and installation of the equipment, and a recommended preventative maintenance schedule. Delivery and installation of any item of machinery or equipment will not be permitted until the preliminary Operation and Maintenance Manual and Equipment Summary Form(s) have been approved.

After all startup and operational testing of any item of machinery or equipment has been successfully completed, the Contractor shall submit a final Operation and Maintenance Manual. The Contractor shall submit the final Operation and Maintenance Manuals for all equipment provided in the Project before the City takes beneficial occupancy of said equipment. The City will not grant Project Substantial Completion until the final Manuals are submitted.

Final Operation and Maintenance Manuals shall be bound in 3.5" wide 3 ring binders with rigid covers marked to indicate: job name, job number, volume number, contractor name, design engineer, and date of completion both on the front cover and on the binding. As the binders are filled a new volume (binder) should be started until all of the completed and approved O&M manuals have been packaged into binders making a complete set. Four (4) identical complete sets shall be submitted for approval. Retention will not be released until all three sets have been submitted and favorably reviewed by the City. Each volume of each set of Operation and Maintenance Manuals shall include:

1. Laminated Table of Contents which includes volume number, a description of the tabbed section, specification section, and a general description of the information provided within each tabbed section.
2. A typed completed Equipment Summary Form in the format attached below. Insert the completed and favorably reviewed Equipment Summary Form immediately after tab sheet of each equipment section. The manufacturer's standard form will not be accepted. Manuals submitted without Equipment Summary Forms including equipment identification numbers will be rejected and returned. Any reference to the O&M manual in lieu of information required on the form will be rejected and returned. If a piece of equipment is packaged equipment each component of the packaged equipment needs its own Equipment Summary Form (e.g. Pump/motor, blower/motor, or fan/motor).
3. The manufacturer warrantee certificate.
4. Lubrication Information: Required lubricants and lubrication schedules.
5. Control Diagrams: Internal and connection wiring, including logic diagrams, wiring diagrams for control panels, ladder logic for computer based systems, and connections between existing systems and new additions, and adjustments such as calibrations and set points for relays, and control or alarm contact settings.
6. Start-up Procedures: Recommendations for installation, adjustment, calibration, and troubleshooting.
7. Operating Procedures:
 - a. Step-by-step procedures for starting, operating, and stopping equipment under specified modes of operation.
 - b. Include safety precautions and emergency operating shutdown instructions.
8. Preventative Maintenance Procedures: Recommended steps and schedules for maintaining equipment.

9. Overhaul Instructions: Directions for disassembly, inspection, repair and reassemble of the equipment; safety precautions; and recommended tolerances, critical bolt torque's, and special tools that are required.
10. Parts List: Generic title and identification number of each component part of equipment; include bearing manufacturer, model and ball or roller pass frequencies for every bearing.
11. Spare Parts List: Recommended number of parts to be stored at the site and special storage precautions.
12. Drawings: Exploded view or plan and section views with detailed callouts.
13. Provide electrical and instrumentation schematic record drawings. Contractor shall also provide a CD with any and all CAD files created for electrical or instrumentation schematic drawings for the project.
14. Source (Factory) Quality Control Test Results: Provide copies of factory test reports as specified in the Technical Specifications.
15. Field Quality Control Test Results: After field testing is completed, insert field test reports as specified in the Technical Specifications.

All final Operation and Maintenance manuals and materials shall be provided in electronic data format on CD or DVD disks (AutoCAD 2012 or higher drawing files; Microsoft Word 2010 or higher text files; and scanned files for manual text and manual drawings). Scanned (raster-based) drawings shall be provided as PDF files, and shall have a minimum 400 bpi resolution, black and white or color as necessary. An electronic (html format) index of all electronic files shall also be submitted. Where available, the electronic files shall be in their native PDF form (e.g., equipment catalog cutsheets, drawings converted to PDF within their native programs) with the objective of providing clean and legible copies.

2.0 TRAINING OF CITY STAFF

2.1 General

- a. Operation and maintenance training of City's personnel shall be provided for equipment listed in the approved Operation and Maintenance Manuals submitted by the Contractor. Training content is to be tailored to the needs of each group. These training services shall be conducted at the City's wastewater treatment facility by the manufacturer's representative and shall ensure that City's personnel are trained to perform equipment task requirements, including essential knowledge and skills. The City may conduct objective evaluations of its employees receiving this training to verify compliance with this requirement.
- b. Training shall be conducted by competent representatives who are certified by the manufacturer to be thoroughly familiar with the subject matter as well as instructional methods.
- c. Training materials shall be submitted to the City for review. Training materials shall include a list of task statements which the City's employees may perform with the equipment, the learning objectives (derived from the task list and by which the training will be evaluated) and the training plan (or lesson plan) that demonstrates how the learning objectives will be achieved. Acceptance of training materials is required prior to start of training. The Contractor shall provide an adequate number of printed trainee materials for all persons being trained.
- d. The Contractor shall submit, within 60 days of Notice to Proceed, a list of all equipment items or systems for which training will be provided in accordance with the specifications. The list shall include item number, specification section, description and required training in hours.
- e. The City shall have the right to videotape all training sessions, or may designate separate sessions or portions thereof for the sole purpose of videotaping.

2.2 Training Coordinator

- a. The Contractor shall designate and provide one or more persons to be responsible for coordinating and expediting his training duties. The person or persons so designated shall be present at all training coordination meetings with the City.

2.3 Training Schedule

- a. The Contractor's coordinate shall coordinate the training periods with the Construction Manager and shall submit a training schedule and the training material for each piece of equipment or system for which training is to be provided. Said training schedule and materials shall be submitted not less than 60 calendar days prior to the time that the associated training is to be provided, and the training materials shall be approved at least 20 days before the associated training is provided.
- b. Equipment and/or systems shall be deemed suitable for use in training upon satisfactory completion of functional testing. Training for equipment in a process system must be completed prior to commencement of the Process/Commissioning Test for that area.
- c. Training sessions for each piece of equipment shall be 4 hours total except as otherwise noted. Training sessions shall be scheduled on Tuesdays through Thursdays. Training sessions shall be provided during the day between the hours of 8:00 am and 4:00 pm.
- d. The Contractor shall schedule separate training sessions for both operations and maintenance personnel and meet the following criteria:
 1. Maintenance training shall be provided for each piece of equipment listed in the approved Operation and Maintenance manual submitted by the Contractor. Training shall emphasize theory of operations, troubleshooting, preventive maintenance and repair procedures. The training shall encourage issues relating to instrumentation, electrical, and mechanical systems.
 2. Operations training shall be provided for each piece of equipment listed in the approved Operation and Maintenance manual submitted by the Contractor. Training shall emphasize theory of operations, startup and shutdown instructions, normal operation, abnormal and emergency operations (where applicable), lockout procedures, troubleshooting, preventive maintenance and alarm and control logic.
- e. The Contractor shall confirm each training period a minimum of three (3) working days prior to the scheduled time.
- f. The Contractor shall have the following listed equipment suppliers conduct follow-up training and "troubleshooting" consultation sessions(s) after the equipment has been installed and continually operated by the City for at least three (3) months but prior to expiration of the one year warranty period. The City shall contact the equipment supplier directly to coordinate the scheduling for this training. The suppliers shall include a minimum of eight (8) hours for this training.

Contractor shall record in color using DVD format, every session of the instruction program for each respective equipment item or system. Recording shall be performed by a person experienced in the operation of video recording equipment. Care shall be taken to properly place the camera, and provide adequate lighting and sound systems to ensure good video and audio quality. The final submitted DVD shall be subject to City approval and acceptance.

2.4 Recording of Training Sessions

For video recording of "hands-on" training at the equipment, ambient noise shall be considered too loud to obtain satisfactory sound quality. For "hands-on" training sessions at the equipment, the recording shall be done without sound and the instructor shall dub a detailed narrative onto the recording by a means that will provide sound quality satisfactory to the City. Contractor shall propose a dubbing methodology to the City for approval prior to the first "hands-on" training session. Contractor is not required to video record factory certification training that occurs at the manufacturer's facilities, but shall record any such training that occurs at City facilities.

Label each DVD identifying the session and respective equipment item or system. Multiple sessions of the same instruction program may be contained on the same DVD, but only one equipment item or system shall be recorded on the same DVD. The original and one copy of each DVD shall be submitted to the City within seven days following completion of each respective instruction program and any post-session dubbing. Responsibility for coordinating and providing all equipment, including video recorder and microphones, necessary to satisfactorily record each session, including all associated costs, shall be borne by the Contractor at no additional cost to the City.

Equipment Summary Form – _____

1. **Equipment Description*:** _____
2. **Cost*:** _____
3. **Manufacturer*:** _____
Address: _____
Phone #: _____ Fax: _____
Email: _____ Website: _____
4. Equipment Identification Numbers:
Serial Number*: _____
Model*: _____
Part #: _____
Tag/Drawing #(s): _____
Hansen Equip ID No. _____
5. Location of Equipment: _____
6. Weight (Over 100 Pounds): _____
7. Nameplate Data:
Horsepower: _____ Other: _____
Size: _____
Capacity(cfm): _____
RPM: _____
8. Manufacturer's Local Representative:
Name: _____
Address: _____
Telephone Number: _____
Email: _____ Website: _____
9. Maintenance Requirements (including schedules):

<u>TASK</u>	<u>SCHEDULE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
10. Lubricant List (mfg recommended): _____

_____	_____
_____	_____

11. Spare Parts (mfr suggested spare part):

Description	Part #	Description	Part #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

12. Comments: _____

13. General Info:

Accepted Date*: _____
Expected Life*: _____
Project Name & Number: _____
Design Engineer: _____

14. Warranty:

Start Date: _____
Expiration Date: _____
Prorated: _____

SECTION 01700 CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 CLEANING OF SITE

- A. The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the site in its normal neat and orderly condition throughout the construction period.
- B. On or before the completion of the work, the Contractor shall remove rubbish of all kinds from the jobsite and any of the grounds which he has occupied and leave them in first-class condition to the satisfaction of the Construction Manager. Pavement shall be swept daily and/or flushed to remove any spilled soil or aggregate base material after placement of both temporary and final pavement. Pipes, drainage inlets, streets and sewers used by the Contractor or contaminated by his operations shall be cleaned thoroughly to the satisfaction of the Construction Manager.
- C. Acceptance by the City of Manteca must be obtained for completed work.

PART 2 – RECORD DRAWINGS

2.01 GENERAL

- A. The Contractor shall maintain one set of record drawings at the site at all times as a true, complete and accurate record of the work. The drawings shall consist of one set of the contract drawings marked up to reflect all changes that have been made during the course of the work and other supplementary information. The record drawings shall be updated weekly and be available for inspection by the Construction Manager at all times.
- B. Progress payments may be withheld if the drawings are not kept current.
- C. Record drawings shall be stored during the contract period in the Contractor's field office apart from the documents used for construction in suitable files or racks. The record drawings shall be maintained in a clean, dry legible condition and in good order until delivered to the Construction Manager at the completion of the work. Record drawings shall not be used for construction purposes.

****END OF SECTION****

****END FRONT END SPECIFICATIONS****

SPECIAL PROVISIONS FOR THE CITY OF MANTECA

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

[illegible]

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. When applicable, revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS	
A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A20C	Pavement Markers and Traffic Lines - Typical Details
A20D	Pavement Markers and Traffic Lines - Typical Details
A20E	Traffic Lines - Typical Details for Contrast Striping
A20F	Pavement Markers and Traffic Lines - Typical Details
A20G	Exit Ramp with Enhanced Pavement Markers for Wrong Way Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows and Symbols
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
A24E	Pavement Markings - Words
A24F	Pavement Markings - Crosswalks
A24G	Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details
A24H	Pavement Markings - Arrows
OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES	
A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades
SURVEYS	
A74	Survey Monuments
A74a	Global Navigation Satellite System Station Details
CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING	
A87A	Curbs and Driveways
A87B	Hot Mix Asphalt Dikes
A88A	Curb Ramp Details
A88B	Curb Ramp and Island Passageway Details
A90A	Accessible Parking Off-Street
A90B	Accessible Parking On-Street
DRAINAGE INLETS, PIPE INLETS AND GRATES	
D73B	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6

D73F	Precast Drainage Inlet Notes
D77B	Grate Details No. 2
	TEMPORARY TRAFFIC CONTROL SYSTEMS
T9	Traffic Control System Tables for Lane and Ramp Closures
T10	Traffic Control System for Lane Closure on Freeways and Expressways
T10A	Traffic Control System for Lane Closure on Freeways and Expressways
T11	Traffic Control System for Lane Closure on Multilane Conventional Highways
T11A	Traffic Control System for Changeable Lane Closure on Multilane Conventional Highways and Expressways
T12	Traffic Control System for Half Road Closure on Multilane Conventional Highways and Expressways
T13	Traffic Control System with Reversible Control on Two Lane Conventional Highways
T13A	Traffic Control System Two Lane Conventional Highways
T13B	Traffic Control System Two Lane Conventional Highways
T14	Traffic Control System for Ramp Closure
	TEMPORARY PEDESTRIAN ACCESS ROUTES
T30	Temporary Pedestrian Access Routes - Typical Sidewalk Closure and Pedestrian Detour
T31	Temporary Pedestrian Access Routes - Typical Sidewalk Diversion Within Roadbed
T32	Temporary Pedestrian Access Routes - Typical Sidewalk/Crosswalk Closure and Pedestrian Detour
T33	Temporary Pedestrian Access Routes - Ramp
T34	Temporary Pedestrian Access Routes - Curb Ramp Options
	TEMPORARY WATER POLLUTION CONTROL
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
	ROADSIDE SIGNS
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS3	Roadside Signs - Laminated Wood Box Post - Typical Installation Details No. 3
RS4	Roadside Signs - Typical Installation Details No. 4
RS5	Roadside Sign-PSST Post-Typical Installation Details No. 1
RS6	Roadside Sign-PSST Post-Typical Installation Details No. 2
	OVERHEAD AND ROADSIDE SIGN PANELS
S93	Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape
S94	Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape
S95	Roadside Single Sheet Aluminum Signs, Diamond Shape
	ELECTRICAL SYSTEMS - LEGEND AND ABBREVIATIONS
ES-1A	Electrical Systems (Legend)
ES-1B	Electrical Systems (Legend)
ES-1C	Electrical Systems (Legend)
	ELECTRICAL SYSTEMS - LIGHTING STANDARDS
ES-6A	Electrical Systems (Lighting Standard, Types 15 and 21)
RSP ES-6B	Electrical Systems (Electrolier Anchorage and Grouting for Type 15 and Type 21, Barrier Rail Mounted)

	ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD, TYPE TS, AND PUSH BUTTON ASSEMBLY POST
RSP ES-7A	Electrical Systems (Signal and Lighting Standard, Type TS, and Type 2 Post)
	ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARDS
RSP ES-7B	Electrical Systems (Signal and Lighting Standard, Type 1 and Equipment Identification Characters)
	ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD DETAILS
RSP ES-7M	Electrical Systems (Signal and Lighting Standard, Details No. 1)
ES-7N	Electrical Systems (Signal and Lighting Standard, Details No. 2)
ES-7O	Electrical Systems (Signal and Lighting Standard, Details No. 3)
	ELECTRICAL SYSTEMS - PEDESTRIAN BARRICADES
ES-7Q	Electrical Systems (Pedestrian Barricades)
	ELECTRICAL SYSTEMS - PULL BOX
ES-8A	Electrical Systems (Non-Traffic Pull Box)
	ELECTRICAL SYSTEMS - ISOFOOTCANDLE CURVES AND FOUNDATION DETAILS
ES-10B	Electrical Systems (Isofootcandle Curves)
ES-11	Electrical Systems (Foundation Installations)
	ELECTRICAL SYSTEMS - SPLICE INSULATION METHODS, KINKING AND BANDING DETAILS
ES-13A	Electrical Systems (Splice Insulation Methods Details)
ES-13B	Electrical Systems (Kinking and Banding Detail)

CITY OF MANTECA Standard Plans

- **D-4 Curb Inlet Type 1**
- **D-7 Storm Water Pollution Prevention Storm Drain Inlet Marker**
- **ST-6 Sidewalk Details**
- **ST-7 Vertical Curb, Gutter and Sidewalk**

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to the end of section 1-1.01:

Where an item is specified to be in writing, use electronic means. Do not submit hard copies unless requested by the Engineer.

Add to section 1-1.07B:

Agency: City of Manteca

Office Engineer: City of Manteca Engineering Department

Replace the following definitions in section 1-1.07B:

State: City of Manteca

Department: City of Manteca Engineering Department

Director: Director of Engineering, City of Manteca

Engineer: The Director of Engineering, City of Manteca, acting directly or through properly authorized agent or consultants.

Replace section 1-1.11

Web Sites, Addresses, and Telephone Numbers

Reference or agency or Department unit	Web site	Address	Telephone no.
Manteca Engineering	https://www.manteca.gov/departments/engineering	1001 West Center Street Manteca, CA 95377	(209) 456-8460
Manteca Public Works	https://www.manteca.gov/departments/public-works	1001 West Center Street Manteca, CA 95337	(209) 456-8400
Manteca Water Division	https://www.manteca.gov/departments/public-works/water-division	1001 West Center Street Manteca, CA 95337	(209) 456-8466
Manteca Solid Waste Division	https://www.manteca.gov/departments/public-works/solid-waste-division	210 E. Wetmore St. Manteca California 95337	(209) 456-8440
Manteca Fire Department	https://www.manteca.gov/departments/fire-department	1154 S. Union Road Manteca, CA 95337	(209) 456-8300
Manteca Police Department	https://www.manteca.gov/departments/police-department	1001 West Center Street Manteca, CA 95337	(209) 456-8100
Underground Service Alert	www.usanorth.org		811 (800) 227-2600
California Department of Industrial Relations	www.dir.ca.gov	455 Golden Gate Avenue San Francisco CA 94102	(844) 522-6734

Replace section 1-1.12 with:

Make checks and bonds payable to the "City of Manteca".

[illegible]

2 BIDDING

Add after the 1st paragraph of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	CEQA Exemption/NEPA Categorical Exclusion Determination Form
	City Benchmark Monument Corner Record (Preconstruction)
	Initial Site Assessment, dated March 2025, prepared by Geocon Consultants, Inc.

Delete 2nd through 8th paragraphs of section 2-1.06B

Delete section 2-1.31

Replace section 2-1.33 with:

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

Complete and submit bid per Instructions to Bidders.

The City will not provide adjustments for Price Index Fluctuations.

Replace section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

Complete and submit bidder's security per Instructions to Bidders.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.01 with:

3-1.01 GENERAL

Complete and submit bid per Instructions to Bidders.

Replace the 2nd paragraph of section 3-1.04 with:

If the Department awards the contract, the award is made to the lowest responsible bidder within 180 days after bid opening.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

4 SCOPE OF WORK

Within 15 days from notification of the Engineer's determination, you must file an Initial Potential Claim Record under Section 5-1.43, otherwise the decision of the Engineer is considered correct and final and accepted by you.

1. Your position as it differs from the Engineer's determination.
2. Any additional information obtained by you.
3. Your certification that the following were made in preparation of the bid:
 - a. An examination of the conditions above ground at the job site

Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers. Include in the records:

1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each DBE business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month for the previous month's work, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form and submit within 10 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form and submit within 10 days of Contract acceptance. The Department withholds the greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

5-1.13B(2) Disadvantaged Business Enterprises

5-1.13B(2)(a) General

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice to Bidders*.

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

5-1.13B(2)(b) Commercially Useful Function

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form. Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

5-1.13B(2)(c) Termination

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department. You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:
 - 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
 - 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
 - 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(2)(d) Replacement

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:
 - 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
 - 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - 1.2.1. Quote for bid item work and description of work to be performed
 - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - 1.2.3. Revised Subcontracting Request form
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
 - 2.2. Solicitations of DBEs for performance of work identified in 2.1
 - 2.3. Correspondence with interested DBEs that may have included contract details and requirements
 - 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
 - 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - 2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(3) Use of Joint Checks

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay duly authorized motor carriers of property in dump trucks for transportation charges under Bus & Prof Code § 7108.6. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information to the Engineer:

1. Subcontractor's or entity's business name
2. Description of work performed
 - 2.1. Bid item numbers or change order numbers
 - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith. Submit requested documents within 10 days of receipt of request.

The Department may withhold the same amount of your withhold from a future progress pay estimate if the Department determines any of the following has occurred:

1. Withhold was not applied in good faith

2. Requested additional withhold documentation records were not provided
3. Payment information was not submitted through the prompt payment monitoring system
4. Required withhold notification was not provided

The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

Add to the end of section 5-1.20A:

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

Contract no.	County–Route–Post Mile	Location	Type of work
City of Manteca	Traffic Signal Update Project	Citywide	Traffic Signal Updates
City of Manteca	Diamond Villas	Lincoln & Grant Avenue	Townhomes
City of Manteca	Pinkberry	603 E. Yosemite Avenue	Commercial

Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects. Potential conflicts may not be limited to the contracts listed above. You must coordinate with the Engineer and with contractors of any additional coincident or adjacent projects not listed above.

You must attend joint weekly meetings, to be organized by the Engineer with other contractors and/or operations managers on adjacent projects, to minimize potential conflicts and coordinate traffic control. You must coordinate with and accommodate other contractors when preparing operations and work schedules, date of the lane closure.

Add to section 5-1.20B(1):

Make all Permits available to operating personnel during construction activities. You are responsible for all fines, damages and job delays incurred due to failure to implement the requirements of the Permits.

Replace "Reserved" in section 5-1.20H with:

5-1.20H Utility Coordination by Contractor

The contractor is hereby advised that City-owned fiber optic infrastructure runs underground along the full extent of the project area on Yosemite Avenue. Prior to commencing any excavation activities, the contractor must coordinate with City staff to accurately locate and mark the fiber optic lines.

In the event of any damage to the City's fiber, the contractor shall bear full responsibility for restoring the entire affected fiber segment between network hubs --not solely the portion directly impacted. This includes the full span between the City's fiber hub at the intersection of Yosemite Avenue and Union Road and the hub at the intersection of Yosemite Avenue and Main Street.

No adjustment shall be made to City fiber optic pull boxes and/or fiber optic splice vaults as well as the City fiber optic cables and systems. Under no circumstances shall the Contractor disrupt or interrupt the City's fiber optic system during construction. Furthermore, the Contractor is responsible for ensuring the protection of all City infrastructure and always maintaining a safe construction zone.

The Contractor shall coordinate with the utility companies to adjust their facilities to the required finish grade.

Delete item 2 in the list in the 3rd paragraph of section 5-1.23B(2).

Replace section 5-1.23B(3) with:

5-1.23B(3) Testing

Testing of materials and work shall conform to the provisions in Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions. Whenever the provisions of Section 6-2.01,

"General," of the Standard Specifications refer to tests or testing, it shall mean tests to determine the acceptability of the materials and work.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable from moneys due or to become due to you. The amount deducted will be determined by the Engineer. Testing of offsite material sources shall be considered quality control testing and your sole responsibility.

Replace section 5-1.24 with:

5-1.24 CONSTRUCTION SURVEYS

5-1.24A Summary

Section 5-1.24 includes specifications for furnishing and setting construction stakes and marks. Conform to Chapter 12, Construction Surveys, of the Department's publication entitled, "Surveys Manual," except as amended below.

5-1.24B Action Submittals

Submit for approval proposed construction staking plan prior to placement of any survey points on the project.

Before starting any survey work, submit for Engineer's approval the proposed procedures, methods, equipment, and typical stake markings to be used.

Upon completion of the construction staking and prior to acceptance of the contract, submit all computations, survey notes, and other data used to accomplish the work.

5-1.24C Construction

Furnish and set construction stakes and marks required for the completion of the work. Set stakes with accuracy adequate to assure that the completed work conforms to the lines, grades, and sections shown on the plans. Remove construction stakes when no longer needed.

Contractor shall submit the required cut-sheets to the Engineer prior to starting any work for review.

Vertical Control Benchmark has been set by the City and is shown on the plans. If you destroy any of the survey control points, replace the control points at your cost. Notify the Engineer before replacing the control points.

You are responsible to provide any traffic control in accordance with these special provisions required for providing construction surveys.

Replace at your sole expense and at no cost to City, any survey marking or stakes that are disturbed or destroyed.

Replace section 5-1.27E with:

5-1.27E Change Order Bills

Maintain separate records for change order work costs. Submit change order bills to the Engineer.

Replace section 5-1.31 with:

5-1.31 JOB SITE APPEARANCE

The work shall be performed in a manner as to maintain a neat appearance at all times. The following measures shall be implemented in order to adhere to this requirement:

1. Broken concrete and debris shall be disposed of concurrently with its removal. Failure to dispose of the broken concrete or debris in the manner described shall result in a \$500 deduction per day for each occurrence. This deduction is in addition to all other retentions or deductions identified elsewhere in these Special Provisions.
2. All trash, debris, and recycle bins, cans or containers of any kind shall have a closeable top and shall be closed tightly at the end of each shift on each day. No debris shall be visible through covering. Failure to cover bins, cans or containers each day shall result in

a \$500 deduction per day for each occurrence. This deduction is in addition to all other retentions or deductions identified elsewhere in these Special Provisions.

3. Barricades, delineators, cones, signs and other temporary traffic control devices shall be maintained at all times. Detour signs not in use shall be covered. Prior to the start of each shift, you shall perform an inspection of the temporary traffic control devices placed on the jobsite and perform any required maintenance. Should the Engineer or public complain through the Engineer notify you of any temporary traffic control devices that are not maintained properly, you shall remediate the deficiency within 24 hours of being notified of the deficiency by the Engineer. Failure to remediate the deficiency within 24 hours of being notified shall result in a \$500 deduction each day that the deficiency is not remediated. This deduction is in addition to all other retentions or deductions identified elsewhere in the Special Provisions.
4. Dirt, trash and debris shall not be allowed to accumulate on, or immediately adjacent to, temporary traffic control devices in paved areas and construction area signs placed on a moveable base (skids) within paved areas. You shall monitor the temporary traffic control devices and construction area signs placed on skids within paved areas for the presence of accumulated dirt, trash and debris. Any accumulation must be swept by hand or mechanical methods, such as vacuuming. The use of mechanical kick brooms are not allowed. Should the Engineer or public complain through the Engineer notify you of the accumulation of dirt, trash and debris on, or immediately adjacent to, any temporary traffic control devices or construction area signs on movable bases, you shall sweep the affected area(s) within 24 hours of the notification. Failure to remediate the deficiency within 24 hours of being notified shall result in a \$500 deduction each day that the deficiency is not remediated. This deduction is in addition to all other retentions or deductions identified elsewhere in the Special Provisions.
5. Pedestrian pathways shall be kept free of trash, debris and obstructions at all times. Prior to the start of each shift, you shall inspect all pedestrian pathways assuring that they are free from trash, debris and obstructions and perform any required sweeping or trash/debris/obstruction removal. The sweeping of pedestrian pathways must be done by hand. The use of mechanical methods is not allowed. Should the Engineer or public complain through the Engineer notify you of the presence of trash, debris or the presence of an obstruction on a pedestrian pathway, you shall remediate the deficiency within 24 hours of the notification. Failure to remediate the deficiency within 24 hours of being notified shall result in a \$500 deduction each day that the deficiency is not remediated. This deduction is in addition to all other retentions or deductions identified elsewhere in the Special Provisions.

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

Replace the 2nd paragraph of section 5-1.32:

You will secure, at your own expense, areas required for plant sites, storage of equipment or materials, or for other purposes. Your use of work areas and other City-owned areas shall be at your own risk, and the City shall not be held liable for damage to or loss of materials or equipment located within such areas. Defend, indemnify, and hold the City harmless to the same extent as under section 7-1.05.

Add to the end of section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Replace section 5-1.36C(2) with:

Utility information is incomplete. Locations of work are flexible, and maybe adjusted to mitigate conflicts with existing utility facilities.

Add to section 5-1.36D:

Contractor shall comply with the Professional Land Surveyors' Act - Business & Professions Code, Section 8771(b) regarding referencing, preserving, and reconstructing monuments, whether or not the monuments are shown on the plans.

Before beginning any construction on the Project, the following tasks shall be accomplished by and under the direction of a licensed land surveyor licensed in the State of California:

- a. Conduct records research to identify horizontal and vertical control monuments within 60' of any ground disturbance, prepare and submit a map to the City of the monuments or corner records within 60' of ground disturbance at the Project site. The map will identify if a monument is in a well, covered, obliterated, on the surface, or a chiseled cross. The contractor must protect in place any existing monument or corner records. Work done by this project must not impact any existing monument or corner records.

This project includes removing existing benchmark #48 at the intersection of Yosemite Ave and N Veach Ave approximately at station "Y1" 21+74. The Contractor must Re-establish new benchmark #48 in new top of concrete curb approximately at station "Y1" 21+62 as shown. File the corner records with the county surveyor for reestablishing the new benchmark #48. The city shall receive a copy of the submitted and final recorded corner records documents. City will furnish the new brass benchmark. Contractor shall stamp and install the new brass benchmark. THE STAMP MUST INCLUDE THE BENCHMARK NUMBER "NO. 48", "CITY OF MANTECA", AND "BENCHMARK". When Removing and Re-establishing benchmark in concrete curbs, install the benchmark before the concrete reaches its initial set, ensuring it is firmly embedded.

The contractor shall record the new benchmark with both the City and County and file the appropriate record of survey in accordance with the California Business and Professions Code and the California Code of Regulations.

Before the certificate of completion for the Project is issued by the City, the following tasks shall be accomplished by and under the direction of a licensed land surveyor licensed in the State of California, if an existing monument or corner records are impacted or damaged by your construction activities:

- a. Monuments shall be reset in the surface of the new construction in a monument box and lid listed below:
 - I. Box: Bingham & Taylor, Mark V 10-in Rim Heavy with Flange, part number CUL10RHVYF or approved equal.
 - II. Lid: Bingham & Taylor, Mark V 10-in Lid Standard, with the word "MONUMENT" stamped on lid, part number CUL10LHVYCPT or approved equal.
- b. Monuments wells shall be raised to the new surface elevation.
- c. For section corners, quarter section corners, or center quarter section corners located in unimproved areas, the monuments shall be reset by placing heavily galvanized iron pipe or galvanized iron stake not less than 2-inches in diameter, minimum 3 ft long and 1 ft below the surface.
- d. Right of Way iron pipes and chisel crosses monumentation shall be reset in kind.
- e. File a post-construction record of survey or corner records with the County Surveyor for the reset monuments. The City shall receive a copy of the submitted and the final recorded record of survey or corner records documents.

The Contractor shall not disturb any monuments not installed by the Contractor without permission of the Department. The Contractor shall bear the expense of locating, surveying and resetting any monuments which may be disturbed without permission. If the monuments not installed by the Contractor are destroyed, and the Department replaces, The Department may deduct the cost from the Contract. In cases of accidental damage or displacement of the monuments where, in the opinion of the Department, new concrete monuments are required, reset or replace and reference monuments. A corner record or

record of survey shall be filed with the County Surveyor. The City shall receive a copy of the submitted and recorded corner record or record of survey documents. New monuments shall be of a type and quality in accordance with San Joaquin County Standard Drawings and shall be placed in a manner consistent with good and recognized engineering and surveying practices in accordance with State of California regulations. Replacement of monuments shall be paid for at the Contractor's sole expense.

If you cause damage, you are responsible.

Install suitable safeguards to preserve and protect facilities from damage.

Preservation of all monuments within the project limits (Bid Item #6) and Removing and Re-establishing benchmark #48 at the intersection of Yosemite Ave and N Veatch Ave (Bid Item #35) shall include full compensation for providing all labor, material, tools, equipment, survey disks, record of survey, surveying, excavation, concrete removal, backfill, compaction, and appurtenances for all the work involved in locating, preserving monuments before and after construction, removing benchmark #48, reestablishing benchmark #48, and all survey documents including recording fees with the County Surveyor in accordance with the Plans and these Specifications.

Replace section 5-1.43A with:

5-1.43A General

Minimize and mitigate impacts of potentially claimed work or event.

For each potential claim, assign an identification number determined by chronological sequencing and the 1st date of the potential claim.

Use the identification number for each potential claim on the:

1. Initial Potential Claim Record
2. Supplemental Potential Claim Record
3. Full and Final Potential Claim Record

Failure to comply with this procedure is a waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure.

Submit a Closed Potential Claim Record form if you choose not to pursue an Initial Potential Claim Record that has been submitted.

Replace section 5-1.43C with:

5-1.43C Supplemental Potential Claim Record

Within 15 days of submitting the *Initial Potential Claim Record*, submit a Supplemental Potential Claim Record including:

1. Complete nature and circumstances causing the potential claim or event
2. Contract specifications supporting the basis of a claim
3. Estimated claim cost and an itemized breakdown of individual costs stating how the estimate was determined
4. TIA

The Engineer evaluates the Supplemental Potential Claim Record and furnishes you a response within 20 days of receiving the submittal. To pursue a potential claim, comply with sections 5-1.43D.

If the estimated cost or effect on the scheduled completion date changes, update the Supplemental Potential Claim Record information as soon as the change is recognized and submit this information.

Delete section 5-1.43E

Replace section 5-1.46 with:

When you complete the work, request the Engineer's final inspection

If the Engineer determines that the work is complete, the Engineer recommends Contract acceptance by the City 30 days after contract acceptance by the City, you are relieved from:

1. Maintenance and protection duties
2. Responsibility for injury to persons or property or damage to the work not as a result of your negligence occurring after Contract acceptance except as specified in section 5-1.47

Submit all outstanding project documents (including materials certifications, labor compliance documentation, testing documentation, and all other required project closeout forms and documentation) within 30 days of the issuance of the Proposed Final Payment. If the 30th day does not fall on a business day, submit before the close of business on the next business day.

Should you fail to submit the documents as required, you will pay liquidated damages of \$1,000.00 to the City for each business day until the documentation is received. These liquidated damages are in addition to liquidated damages specified under section 8-1.10.

In the event you provide a written statement of claims this section will apply to all unrelated project documentation required to close out the project.

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6 CONTROL OF MATERIALS

Add to section 6-1.03:

Replace section 6-1.03B with:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

6-1.04C Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

6-1.04D Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

6-1.04E Construction Materials

The following construction materials must be produced in the United States under standards in 2 CFR 184.6:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1. Polyvinylchloride
 - 2.2. Composite building materials
3. Glass
4. Fiber optic cable including drop cable
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to compliance with its 2 CFR 184.6 standard.

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

Replace the 3rd paragraph in section 6-2.01E with:

For the inspection request form and the procedure for its submittal, request from the Engineer. Notify the Engineer of each submittal.

Add to section 6-2.02A:

The acceptance testing performed by the Engineer does not relieve you of your responsibility to perform your own quality control (QC) testing as required by the Standard Specifications and these special provisions. You are responsible for the quality of the materials and the quality of work, including your subcontractors, suppliers, and fabricators. You may elect to perform QC testing in addition to those required by these special provisions to ensure satisfactory compliance with all contract requirements.

Add to section 6-2.02C:

The QC manager shall have a minimum of 10 years of construction experience on projects similar to the work under this contract. Identify an alternate QC manager to serve in the event of the QC manager's absence. The requirements for the alternate shall be the same as for the designated QC manager.

Replace section 6-2.02D with:

Submit a QC plan that consists of plans, procedures, and organization necessary to construct a final product which complies with the contract. The QC plan shall cover all construction operations, both onsite and offsite, that require testing to ensure compliance. The QC plan shall be available at each location where work is performed.

Do not start any work identified in the QC plan until the QC plan is approved. The start of construction (first working day) will not be delayed, nor an extension of contract time (additional working days) be granted for any delay of work due to preparing and approving the QC plan.

The QC plan must be specific to this contract and address the following QC requirements:

1. Description of the QC organization, including an organizational chart showing lines of authority.
2. Determine when corrective actions are needed if an area of work does not comply with specifications.

3. Identify QC personnel, including the QC manager, by name, qualifications, duties, responsibilities, and authorities. Provide an organizational chart showing all QC personnel and their assigned QC responsibilities.
4. Include a letter signed by you which describes the responsibilities of the QC manager and delegates sufficient authority to the QC manager to adequately perform the required duties, including authority to stop work that is not in compliance.
5. Procedures for scheduling, reviewing, certifying, and managing submittals including those of subcontractors, offsite fabricators, suppliers, and manufacturers.
6. Procedures for the quality inspection of the materials which includes contractor verification testing of materials to ensure it meets specifications.
7. Control, verification, and manufacturing plant acceptance testing procedures for each specific test to ensure the quality of your workmanship. Include test name, reference specification requiring test, feature of work to be tested, test frequency, typical sample locations, required documentation, and person responsible for each test. Laboratory facilities shall be properly certified and approved by the Engineer.
8. Specify corrective actions, including verification testing, to be implemented upon identification of construction deficiency.
9. Reporting procedures including all proposed QC forms, daily QC reports, and other reporting formats.

All costs associated with the QC plan shall be included in the unit prices for the contract items covered in the QC plan. No separate payment will be made therefore.

Add to section 6-2.03B:

Unauthorized material incorporated to work will not be inspected and will not be paid by the City.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to the end of section 7-1.02K(2):

Federal Wage Rates

The federal minimum wage rates are available directly from the Department of Labor Home Page under <https://sam.gov/content/wage-determinations>

For conformance with the federal "10-day rule," the City shall access the federal wage rates within ten days prior to bid opening to see if updated rates have been posted. If the updated wage rates have been posted, the City shall to issue an addendum.

Replace the 5th paragraph in section 7-1.02K(3) with:

In accordance with Labor Code section 1771.4, you and each of your subcontractors must furnish the certified payroll records directly to the Department of Industrial Relations on the specified interval and format prescribed by the Department of Industrial Relations, which may include electronic submission.

You must comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement. Any stop orders issued by the Department of Industrial Relations against you or any of your subcontractor that affect your performance of work, including any delay, shall be your 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 Authority. You shall defend, indemnify and hold the Authority, 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 your or any of your subcontractors.

Delete the 6th paragraph in section 7-1.02K(3)

Replace the 3rd paragraph of section 7-1.02K(6)(j)(ii) with:

Submit the lead compliance plan and health and safety plan as informational submittals.

Replace Section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Manage regulated earth material containing lead under sections 14-11.08 and 14-11.09.

Handle hazardous material and hazardous waste (including waste oil, lead-based material, ADL, etc.) under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region Central Valley Region
3. Department of Toxic Substance Control

Delete the 24th paragraph of section 7-1.04.

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8 PROSECUTION AND PROGRESS

Replace Reserved in section 8-1.02E with:

8-1.02E 4-Week Schedule

Hold a weekly schedule progress meeting with the Engineer to:

1. Discuss the weekly controlling activity
2. Coordinate work and traffic control with the contracts listed in section 5-1.20A

Beginning of each week, develop a 4-week schedule identifying the previous week's work and a 3-week look-ahead. Include sufficient detail:

1. By including your and your subcontractors' actual and planned activities for offsite and construction work
2. To address all future activities
3. To identify issues requiring Engineer's action or input
4. To identify all construction activities that may affect the public through:
 - a. Traffic
 - b. Noise
 - c. Vibration
 - d. Work that requires:
 - i. Shoulder closure
 - ii. Lane closure
 - iii. Traffic signal shut down

Provide the 4-week schedule to the Engineer at the weekly progress meeting.

Replace the 1st paragraph in section 8-1.03 with:

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference.

Replace the row for *Schedule* in the table in the 2nd paragraph of section 8-1.03 with:

Schedule	Baseline schedule and weekly statement of working days report

Add to section 8-1.03 with:

In addition be prepared to discuss the scope of work, contract drawings, specifications, existing conditions, materials to be ordered and all essential matters pertaining to the prosecution and satisfactory completion of the project.

Replace section 8-1.04 with:

8-1.04 START OF JOBSITE ACTIVITIES

The Engineer will issue a Notice to Proceed letter within 30 days after contract approval. The Notice to Proceed letter will state the earliest date on which you may commence jobsite activities. You shall not commence jobsite activities, subject to the exceptions listed in this section, prior to:

1. The date stated in the Notice to Proceed letter or
2. You receive authorization to start or
3. The following listed items are authorized or accepted by the Engineer:
 - a. CPM baseline schedule
 - b. SWPPP
 - c. Pre-construction Monument Preservation Documents

Other than the submittals listed above, the Engineers' review times for any other submittals will not begin until the working days for the project have begun.

For purposes of determining time of completion pursuant to section 8-1.05, if you fail to accomplish all of the above listed items to the Engineer's satisfaction within 10 calendar-days following the earliest date for starting work as stated in the Notice to Proceed letter, work will be deemed to commence on the 11th calendar-day after the earliest date for starting work as stated in the Notice to Proceed letter, and each subsequent day until you accomplish the above listed items to the Engineer's satisfaction will be considered to be a working-day as defined in section 1-1.07B.

Provided you have accomplished all of the above listed items to the Engineer's satisfaction, you shall begin work within 10 calendar-days after the earliest date for starting work as stated in the Notice to Proceed letter. You shall diligently prosecute the work to completion within the time limit provided in the section 8-1.05. For purposes of determining time of completion pursuant to the section 8-1.05, work will be deemed to commence on the day you begin work or 11 calendar-days after the date specified in the Notice to Proceed letter, whichever is earlier, and in accordance with contract requirements.

You may enter the jobsite only to:

1. Measure controlling field dimensions per section 8-1.15.
 2. Implementation of SWPPP best management practices once the SWPPP has been accepted.
- Submit a notification 72 hours before starting job site activities.

Replace the 4th and 5th paragraphs of section 8-1.05 with:

The Engineer issues a weekly statement of working days report by the end of the following week. If you disagree with a weekly statement of working days report, submit an RFI within 5 business days of receipt of the report.

The weekly statement of working days report shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Calculations of work completion dates, including working days remaining
4. Controlling activities

Delete the 6th paragraph of section 8-1.05.

Add to the end of section 8-1.05:

Your attention is directed to section 8-1.04 of these special provisions.

You shall complete all work before the expiration of 90 working days from the commencement date set forth in the Notice to Proceed letter.

Add to the end of section 8-1.10B:

Liquidated damages for not completing all work within 90 working days are \$ 4,200 per day.

Replace “Reserved” in section 8-1.15 with:

8-1.15 Existing Utility Verification

You shall submit a Utility Verification Plan to the Engineer for review and approval within 20 calendar days following the earliest date for starting work as stated in the Notice to proceed letter. The Engineer shall have 10 business days to review the Utility Verification Plan. Potholing and/or verifications may not start until your Utility Verification Plan has been approved by the Engineer.

The Utility Verification Plan shall be developed for the locations with ground disturbance only and include the location of all existing utilities (including but not limited to drainage, sewer, water, raw water, gas, petroleum, electric, communication, fiber, irrigation piping and electrical, highway lighting, street lighting, signals, traffic operating systems and railway facilities) that are shown or not shown on the plans, marked in the field, or could reasonably be inferred from the presence of the proposed improvements.

The Utility Verification Plan shall detail the location of each proposed pothole, proposed depth of pothole, method of potholing, proposed method of backfilling and surface restoration. The Utility Verification Plan shall also include a schedule of when you plan to perform the work demonstrated in the Utility Verification Plan noting the dates, times and locations of all lane closures required to perform the potholing and/or verifications. Activities for developing and submitting the Utility Verification Plan, the Engineers review of the Utility Verification Plan and performing the work detailed in the Utility Verification Plan shall be included in your Baseline CPM Schedule, and all subsequent CPM schedules, pursuant to Section 8-1.02 of these special provisions.

Within the first 40 working days, you shall physically verify all locations of existing utilities, and certify, in writing, that there are no conflicts with planned improvements. If there are conflicts, you shall indicate in writing, the specific conflict and allow the Engineer 30 working days to provide a response. You shall include a schedule activity for potholing (your responsibility), and notification to the Engineer in the baseline schedule. The 30 working days for Engineer review shall be identified as a City-owned activity in your baseline schedule. If there are no conflicts identified, this activity will then be shown as City-owned float. Existing Utility Verification shall be measured and paid on a lump sum basis. The contract unit price shall include full compensation for providing all labor, material, tools, equipment and appurtenances for all the work involving locating and preserving existing utility.

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9 PAYMENT

Replace the 11th paragraph in section 9-1.03 with:

The Authority will pay you within 60 days of an undisputed properly submitted payment request.

Delete section 9-1.07

Replace "Reserved" in section 9-1.08 with:

9-1.08 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the work not specifically identified in the Bid Item List is understood to be included in the price for other items, unless specified in these special provisions as extra work.

Add to the first paragraph of section 9-1.16A:

9. Retention

Replace section 9-1.16E(4) with:

The City may demand that you remove any claims filed under Civ. Code § 9350 et seq.

Alternatively, the City may, in addition to other amounts properly retained under this Contract, deduct from progress payments an amount equal to 100% of the value claimed under a stop payment notice filed with the City for labor, materials, supplies, equipment or other things of value furnished to or incorporated into the project for which payment was not received. The City may release such funds on receipt of satisfactory evidence that you have resolved such claim by settlement, stop payment notice release bond or otherwise.

Replace section 9-1.16F with:

The City will withhold 5 percent of all progress payments as retention. The City shall hold retainage from you and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to you based on these acceptances. You, or your subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject you or your subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a subcontractor. Any unpaid retention shall be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. the parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
2. all documentation necessary for assignment of the securities to the Authority or to the escrow agent, are delivered in a form satisfactory to the Authority.

If you have substituted securities for any of the retention, the City may request that such securities be re-valued from time to time, but not more often than monthly. Such re-valuation will be made by a person or entity designated by the City and approved by you. If such re-valuation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

Add to the first paragraph of section 9-1.17C:

6. Retention

Add to section 9-1.17D(1):

Complete and submit the *Release and Certificate of Final Payment* Form before close of business of the 30th day after receiving the proposed final payment.

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to the end of section 10-1.02C(2):

You must protect all irrigation component or systems not identified on the plans to be removed or relocated. Irrigation components/systems to be relocated shall be done before performing any other construction activity in the area.

If you damage any irrigation component or system you will replace it to an equal or better condition at your cost.

Replace section 10-1.02C(3) with:

You must protect all existing landscaping, including trees, not identified on the plans to be removed.

If you damage any landscaping not identified to be removed, you will replace it at your cost.

Add section 10-1.02F:

10-1.02F Potholing for Utilities

It is recognized by you and the City that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

All existing utilities are to remain in service and operational during construction. All required relocation of existing facilities which interfere with the work shall be made by the owning agencies or as identified in these Special Provisions and plans.

Perform all operations necessary to excavate, expose, and verify the location of existing utility mains and laterals that may cross or be in conflict with the proposed facilities and at tie-in locations.

Notify Underground Service Alert (USA) at 1-800-642-2444 and all utility companies which have underground facilities within the limits of work 72 hours before beginning any excavation work.

Where a possible at-grade conflict with existing underground utilities appears on the plans, determine its location a minimum of 100 feet ahead of the work prior to trenching unless prior pothole information is shown. Grade and alignment changes must be made only if approved by the Engineer.

The horizontal and vertical locations shown for the existing underground utilities are approximate. It is your responsibility to locate all utility lines in the construction area prior to excavation. Any damage to existing utility, structure, or service, whether or not indicated on the plans must be repaired at your expense in a manner approved by the Engineer.

Submit a report for each pothole. The report must be typed and clearly drawn to show all necessary details, including:

1. Sketch showing the location, date, depth, conditions encountered, person in charge of potholing, and any other information requested by the Engineer
2. Utility and City Public Work person(s) notified

Do not proceed with excavation operations where underground utilities lie as shown on the plans or marked by USA until related potholing work has been completed to the satisfaction of the Engineer. Notify the Engineer of any potential conflicts with underground utilities.

Hand dig as necessary to protect existing utilities.

Notify the Engineer of conflicts in which there is less than two foot of separation between the existing and proposed utility.

All potholes must be backfilled using slurry concrete backfill, followed by a minimum of 3 inches of Hot Mix Asphalt (HMA), Type A.

Each pothole must be patched with a minimum 4-foot by 4-foot (4' x 4') HMA surface restoration.

If two potholes are located within 4 feet of each other, the Contractor must combine them into a single restoration area to fully restore the pavement between them.

If any pothole is located near the edge of a gutter, the HMA patch must be extended to the gutter's edge to ensure full structural restoration and proper drainage.

Payment for potholing utilities is included in the payment for the various items of work involved.

Replace the paragraph in section 10-1.04 with:

10-1.04A General

Not Used

10-1.04B Preconstruction Conference

As requested by the Engineer, the Contractor and representatives of sub-contractors may be requested to attend a preconstruction meeting. Agenda and preparation and distribution of the meeting minutes must be per the requirements set forth by the Engineer.

10-1.04C Progress Meetings

Schedule appropriately throughout progress of work at weekly intervals, or at intervals determined by the Engineer.

Make arrangements for attendance of appropriate participants, including Subcontractors.

Progress Meeting Agenda must be determined by the Engineer and may include:

1. Review minutes of previous meetings
2. Review of Work in progress
3. Field observations, problems, and decisions
4. Identification of problems which impede progress
5. Review: Submittal schedule; status of submittals; off-site fabrication; delivery schedules; and progress schedule
6. Corrective measures to regain projected schedules, if any
7. Planned progress during succeeding work period; Contractor to provide a three-week "look-ahead" schedule at each meeting; coordination of projected progress; effect of proposed changes on progress schedule and coordination
8. Maintenance of quality and work standards
9. Other business relating to Work

10-1.04D Safety Meetings

Run weekly meetings and require attendance of construction crew and Subcontractors. Record minutes and distribute copies within two calendar days after meeting to participants, the Engineer, and those affected by decisions made.

Replace section 10-5 with:

10-5 DUST CONTROL

Section 10-5 includes general specifications for controlling dust resulting from the work.

Prevent and alleviate dust by applying water, dust palliative, or both and by covering active and inactive stockpiles. Apply water in conformance with section 17. Apply dust palliative under section 18. When ordered, apply water, dust palliative, or both to control dust caused by public traffic.

The payment for all costs associated with the implementing appropriate dust control measures, and the proper use and applications of those measures to comply with the applicable storm water requirements for the City, San Joaquin County, the State of California, and the United States is included in the payment for water pollution control. The City does not pay for equipment, labor, or any other costs associated with implementation of dust control measures beyond those included in the associated bid item. The Engineer may correct the deficiency and deduct the cost of correcting the deficiency from payment if the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

In accordance with City Council Resolution R1999-138, Contractor shall begin application of water, for dust control purposes, upon their property under construction when the average sustained wind speed is six (6) miles per hour (MPH) or higher. Water shall be continuously applied until the wind speed drops below six (6) MPH or notification to cease is received from the Engineer.

The Engineer will issue a six (6) MPH wind advisory warning via email to Contractors that have provided an email address to the City. The National Weather Service forecast data will be used.

Contractor shall begin application of water within one hour after the wind advisory warning is issued. IF water application does not begin within the allotted time, the City may enlist the service of private water trucks to provide necessary services for which Contractor shall pay the City the actual cost of the water truck services plus a 15 percent (15%) administrative fee. Said amount shall be paid prior to acceptance of the public improvements by the City.

Replace section 10-7 with:

10-7 WATER REDUCTION ACT REQUIREMENTS

10-7.1 General

Potable water use for construction purposes is prohibited, except on projects of less than twenty acres in total project acreage and physically located further than one mile from the water quality control facility's (WQCF) recycled water fill station at 2450 W Yosemite Avenue, Manteca, California. Persons authorized to use potable water for construction purposes shall obtain a "Fire Hydrant Water Meter Permit" from the city or at the following City website: <https://www.manteca.gov/departments/public-works/water-division/fire-hydrant-water-meter-permit-application>. The City will provide the contractor a water meter. All potable water used for construction purposes shall be metered by said city provided assembly.

1. The Contractor shall obtain and pay for any municipal potable water use necessary to implement the Contract, including any special connections or devices necessary to obtain said potable water (including water meter and reduced pressure (RP) backflow preventer). The Contractor shall coordinate with the City of Manteca Finance Department for payment, and the City of Manteca Water Division to obtain a water meter.
2. When obtaining water from a hydrant to a water truck, the Contractor shall only use trucks equipped to prevent backflow by means of an air gap of at least two times the diameter of the fill pipe, from the bottom of the fill pipe to the top of the receiving vessel. If an air gap is not present then a RP backflow preventer shall be attached to the vessel or the hydrant.
3. The Contractor shall coordinate potable water access with Engineer's Representative and the City of Manteca Water Division.

Temporary Service Fee:

Meter Size	Deposit*	Monthly Rental Charge	Water Consumption Charge per Hundred

			Cubic Feet Used
	Sept 1, 2018 and thereafter	Sept 1, 2018 and thereafter	Sept 1, 2018 and thereafter
1"	\$1,500	\$26.50	\$3.76
3"	\$5,000	\$142.70	\$3.76

* The deposit shall be refunded to the applicant upon return of the water meter provided it is returned in the same condition as furnished.

Potable water for use by the Contractor's personnel or other purposes shall be coordinated by the Contractor at the Contractor's expense. No provisions in this Section are intended to prevent the Contractor from making arrangements for water from other than Owner sources. All costs involved shall be the responsibility of the Contractor.

Projects in excess of twenty acres or closer than one mile to the WQCF's recycled water fill station shall use city supplied recycled water, except where approved by the Director of Engineering or the Director of Public Works. In order to receive recycled water, the water truck operator must obtain a certification card from the Public Works Department for recycled water handling by attending a mandatory workshop on recycled water. Recycled water is available at no cost to the Contractor at the Water Quality Control Facility (WQCF) 2450 W. Yosemite Avenue, Manteca, California.

Recycled water is available at the WQCF during regular working hours, or may be made available after-hours upon special request for limited periods through WQCF.

Recycled water will only be available to water truck drivers who attend the mandatory recycled water handling workshop and have the City issued Certification Card. The mandatory workshops are held two times per month.

Please call 209-456-8470 or e-mail jfirmalo@ci.manteca.ca.us to reserve your space. When calling or e-mailing please provide the following information: company name, names of employees attending the class, and desired class dates.

The compensation for implementing City of Manteca Water Reduction Act Requirements shall be paid for under bid item of "Mobilization" and shall include full compensation for training requirements, furnishing all labor, materials, tools, equipment, incidentals, and disposal of waste for work involved.

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12 TEMPORARY TRAFFIC CONTROL

Add to the beginning of section 12-1.01A:

Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.03.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Add the following after the last paragraph of section 12-1.01:

Install, relocate and remove facilities as needed to maintain adequate traffic capacity, traffic safety, a safe working environment, and comply with all applicable regulations.

No road closure shall occur without prior authorization from the Department. A closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp, intersection, or connector lanes, within a single traffic control system. The Contractor shall:

1. Notify the Department at least 21 calendar days before the start of work involving any road closures.
2. Provide appropriate closure schedule and traffic control plans for authorization by the Department.
3. Department approval is required at least 7 calendar days before the start of work. Should contractor fail to meet this deadline, Contractor will be required to reschedule work at Contractor's expense.
4. Coordinate with the Department, local law enforcement, and emergency services to handle traffic through the work area and to make arrangements to keep the work area clear of parked vehicles.
 - (a) Contractor shall submit a notice to City at least 30-days in advance of any work to allow for coordination with local law enforcement (Manteca Police Department) and emergency services of planned schedule at least 14 days before start of work.
5. Notify all residents adjacent of pending road closures by certified mail at least 14 calendar days ahead and also by door hanger 4 calendar days ahead.
6. Submit to the Department for approval copies of the notification letter and door hanger to be distributed to residents and businesses at least 21 calendar days before any road closure. It shall include a brief description of work to be performed, detail streets and limits of activities, specific dates and work hours, Contractor's Project Manager contact information, and the City's Construction Manager contact information. The content must be approved by the Department prior to distribution.
7. Provide the Department copies of the certified mail receipts and photographic proof of door hanger notification. The Department reserves the right to order the Contractor to reschedule work at Contractor's expense should the Contractor fail to meet the timelines in these specifications.

This work includes construction area signs.

Barricades and signage, including Changeable Message Signs (CMS), shall be posted to notify users at least 7 calendar days prior to construction. Barricades for No Parking notifications shall be posted at least 72 hours ahead. Closures shall comply with Section 12-5 of the Standard specification except as modified herein. Limit work that interferes with traffic to the hours closures are allowed by the Department, typically 9:00 am to 4:00 pm, unless otherwise authorized by the Department.

In addition, the Contractor shall not be allowed to work in the Vicinity of the following intersections from 8:30 am to 9 AM and 3:30 PM to 4 PM:

- Yosemite Ave and N Veatch Ave
- Yosemite Ave and Almond Ave
- Yosemite Ave and Locust Ave

Add the following to the list in the first paragraph of Section 12-1.03:

1. Provide for the safe passage of pedestrians and bicyclists through the work area. The Contractor is advised that the absence of a sidewalk and/or bike lane does not exempt the Contractor from this requirement. Constraints within the work area must be carefully analyzed when preparing the Baseline Schedule and the Temporary Traffic Control Plan. The Contractor must phase the work to the greatest extent possible in order to allow safe passage of all roadway users (vehicles, pedestrians, and

bicyclists) throughout the project area.

Replace the section 12-1.04 with:

The payment for furnishing flaggers is included in the payment for Traffic Control System.

Add to the end of section 12-3.01A(3):

At the pre-construction meeting, the Contractor shall submit a traffic control plan showing traffic control measures and/or, if approved, detours for vehicles and pedestrians affected by the construction work. A minimum of five (5) working days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

The Traffic Control Plan shall cover all stages of work, per site, and include (but not limited to) the following information and detail: (1) Street closures and detours including pedestrian access and detours; (2) construction, warning, detour and restriction signs, including "No Parking", "Loose Gravel", "Construction Area Speed limit Signs," and "Bump Ahead" signs; (3) temporary striping and pavement markers; (4) barricades; (5) flashing arrow signs; (6) lighted message boards; (7) portable delineators; (8) traffic barrels/channelizers; (9) lights, flares, flaggers, spacings, and taper lengths; (10) temporary railing (Type K) and crash cushions; (11) temporary pavement.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times, including Sub-Contractors.

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to residents and businesses within a 300 foot radius of the job limits, including residents and businesses located on streets adjacent to the construction.

Notifications to affected residents and businesses within the Project area shall consist of two (2) phases.

The first phase notifies the affected residents and businesses of the upcoming construction through the use of "door hanger" type formatted notifications. The notification shall state the street name, the working hours, and the anticipated begin and completion dates for each street. The Contractor shall distribute the door hanger notifications a minimum of 5 (five) working days in advance of the work. The City will provide a digital copy of "door hanger" for use by the Contractor.

Notifications shall be tucked neatly in doorjambs, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications and be polite to citizens encountered.

The second phase consists of the Contractor posting "No Parking" signs on barricades 72 hours prior to the work. The "No Parking" signs shall also include the exact working day that the resurfacing and/or other work requiring "No Parking" signs will take place. A warning indicating that vehicles will be towed away at the owner's expense shall also be included on the "No Parking" signs. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems and shall post the telephone number on the "No Parking" signs. At the pre-construction meeting, Contractor shall submit to the Engineer a sample "No Parking" sign for acceptance. The Contractor shall be responsible for placing temporary "No Parking" signs in advance of any construction activity. Barricades shall be placed a maximum of 100 feet apart, on both sides of the affected street. (Not required for streets already marked "No Parking").

The Contractor shall be responsible for placing "Construction Speed Limit" signs on both sides of the affected street one (1) hour prior to the Street being opened to traffic. The speed limit for the "Construction Speed Limit" signs cannot be reduced more than 10 mph below the posted speed. At the pre-construction meeting, Contractor shall submit to the Engineer a sample "Construction Speed Limit"

sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane and street closure shall not be allowed without proper advance warning devices and signing in conformance with the State Standard Specifications and these Special Provisions.

Full compensation for complying with the above requirements shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional compensation will be allowed.

Replace section 12-3.11D with:

Payment for construction area signs is included in the payment for Traffic Control System.

Add to the end of section 12-3.32B:

The PCMSs must be controlled either locally or remotely by a dedicated controller or computer.

Authorized users must be able to both locally and remotely override motorist information messages.

The general system functions of the PCMSs must be capable of:

1. Preventing any unauthorized users or systems from gaining access to the PCMSs through an industry authentication and encryption standard level of security.
2. Providing current operational status locally and remotely. Operational status must include current messages, communications system, and power status.
3. Delivering notifications either by telephone, voice, or text messages to alert support staff of trouble conditions.
4. Generating trouble alerts for conditions such as (1) low roadside equipment power or voltage, (2) system communications failure.
5. Measuring periodically and automatically the power levels of all equipment. Alert support staff, locally and remotely via a telephone message, in time to provide supplemental power before the system ceases to operate.
6. Displaying preprogrammed messages based on the time of day and day of week.

Add to the beginning of the RSS for section 12-3.32C:

Place PCMSs as dictated in Section 7 of these Special Provisions and as authorized by the Engineer.

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

1. Stationary lane closure

Replace Not Used in section 12-3.32D with:

Payment for portable changeable message signs is included in the payment for Traffic Control System.

Replace the first sentence of the second paragraph of Section 12-4.01A.

The Contractor shall be responsible for the safety of traffic within the project limits and on the approaches to the project.

The Contractor shall be responsible for maintaining local property access and access to the existing public cross-streets within the limits of this contract.

At least one lane of traffic in both directions (two lanes total) shall be open to traffic at all times.

At the pre-construction meeting, the Contractor shall submit a traffic control plan (or plans) for any work requiring modifications of existing traffic patterns. A traffic control plan must be prepared by a state of California C-31 licensed contractor, signed and stamped by a registered California Civil or Traffic Engineer, and be submitted for city review at least 21 calendar days prior to commencement of work for approval. Approval is needed at least 7 calendar days prior to commencement of work. The traffic control plan (or plans) shall include provisions for vehicular, pedestrian, and bicycle access. Additionally, the traffic control plan (or plans) shall address traffic signal operation for any work performed within 300' of a signalized intersection. When Detours are needed no Detour shall go through residential streets or neighborhoods.

The local Fire Department, Sheriff/Police Department, California Highway Patrol and Transit Agency shall be notified by the Contractor at least 24 hours in advance of construction work.

In locations where it is necessary to temporarily bridge excavations, the excavations shall be bridged in accordance with the requirements of Section 6 of the General Provisions and any steel plates within the travel way shall have a skid resistant surface.

Personal vehicles of the Contractor's employees shall not be parked within the right of way.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Add to section 12-4.01A:

When work is performed within 200' of an intersection, the Contractor shall request that the traffic signal be placed in red flash. The Contractor shall submit a Red Flash Request at minimum 72 hours in advance of the date of work to the Resident Engineer and the City Traffic Engineering Team. Requests placed after 4:30pm shall be considered as placed 8:00am the following business day. If no work is being performed with an intersection, the Contractor shall inform a City representative so the signal will be restored to normal operations. The intent is that the traffic signal is placed in Red Flash when lanes will be taken approaching and at the intersection and when work will occur within the limit lines.

At all intersections, the Contractor shall provide a minimum of 2 flaggers per intersection while the intersections are in red flash, or as determined by the Engineer.

The Contractor shall diligently progress with operations within signalized intersections and communicate with the Engineer for restoring signalized intersections to normal operations once the Contractor's operations are complete within the limits of signalized intersections.

Add between the 1st and 2nd paragraphs of section 12-4.02A(3)(c):

Submit a contingency plan for each of the following activities:

1. Roadway excavations encroaching on the traveled way not protected by Temporary Barrier System
2. Cold planing asphalt concrete for depths of 2 inches or greater
3. HMA paving
4. Asphalt pavement sealing
5. Striping

Replace 3 business days in the 1st sentence in the last paragraph of section 12-4.02A(3)(c) with:
5 business days

Add to the end of section 12-4.02C(1):

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

For each 10-minute interval or fraction thereof past the time specified to open the lane closure, the amount for liquidated damages per interval shown in the table below is deducted. Liquidated damages are limited to 5 percent of the total bid per occurrence. Liquidated damages are not assessed if the Engineer orders the closure to remain in place beyond the scheduled pickup time.

Type of facility	Route	Direction or segment	Period	Liquidated damages/interval
Main-line	<u>Yosemite Avenue</u>	<u>EB/WB</u>	1st half hour	<u>\$1,000</u> /10 minutes
			2nd half hour	<u>\$1,000</u> /10 minutes
			2nd hour and beyond	<u>\$1,000</u> /10 minutes

Add to the end of section 12-4.02C(3)(a):

If work vehicles or equipment is parked on the shoulder within 6 feet of a traffic lane at all City streets, close the shoulder area with fluorescent-orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Place advance warning signs as specified in section 12-4.02C (8).

Replace *Reserved* in section 12-4.02C(3)(d) with:

Do not perform work on city streets that interferes with traffic or requires a shoulder, lane, or complete closure from 5 AM to 9 AM or from 3 PM to 8 PM hours.

You may close city-street lanes using a one-way-reversing traffic-control lane closure only if reviewed and approved by the Engineer.

When switching over from existing signal cabinet and/or existing signal controller to new signal cabinet and/or new signal controller, it shall be the Contractor responsibility to schedule their work such that the turn over shall be completed and the signal is fully operation in one working day during off-peak period. Do not perform traffic signal shutdown from 5 AM to 9 AM or from 3 PM to 8 PM. Contractor shall not schedule the traffic signal shutdown for two or more intersections on the same corridor at once.

Add to section 12-4.02C(3)(f):

Lanes and shoulders shall not be closed on designated holidays and special days.

Add to the end of section 12-4.02C(8)(a):

If shoulders are closed within the project limits, use the following advance warning signs:

1. W21-5 (Shoulder Work)
2. W21-5b (Right/Left Shoulder Closed Ahead)
3. C30A(CA) (Shoulder Closed)

If lanes are closed within the project limits, use the following advance warning signs:

1. W20-1 (Road Work Ahead)
2. W20-5 (Right/Left Lane Closed Ahead)
3. C30(CA) (Lane Closed)

When existing accommodations for bicycle travel are disrupted or closed by your construction activities, install temporary advance warning signs of the Bicycle (W11-1) sign and the SHARE THE ROAD (W16-

1P) plaque to advise motorists of the presence of bicyclists in the travel way lanes.

Add between the 1st and 2nd paragraphs of section 12-4.04C:

A pedestrian facility closure on the same side of the highway is limited to no more than 1 block. When working on one side of the highway, the pedestrian facility on the opposite side of the highway within the same block must be open.

Concurrent pedestrian facility closures on the same side of the highway must be spaced at least 2 blocks apart.

For an intersection with 4 quadrants, close the side serving the 2 quadrants in the same direction of travel.

Provide a temporary pedestrian access route if all 4 intersection quadrants, crosswalks, or sidewalks are required to be closed for construction. The temporary pedestrian access must be able to protect pedestrians from any unsafe roadway conditions.

Provide and maintain temporary lighting for the temporary pedestrian access route.

Replace section 12-8 with:

12-8 RESIDENTIAL AND BUSINESS NOTIFICATION

12-8.1 General

No road closure shall occur without prior authorization from the Department. A closure is defined as partial or complete closure of a traffic lane or lanes, including shoulder, ramp, intersection, traffic signal shutdown, or connector lanes, within a single traffic control system. The Contractor shall:

1. Notify the Department at least 20 business days before the start of work involving any road closures.
2. Provide an appropriate closure schedule and traffic control plans for authorization by the Department. Traffic control plans must be prepared and stamped by a California-licensed professional Engineer (PE).
3. Department approval is required at least 5 business days before the start of work. Should contractor fail to meet this deadline, Contractor will be required to reschedule work at Contractor's expense.
4. Coordinate with the Department, local law enforcement, and emergency services to handle traffic through the work area and to make arrangements to keep the work area clear of parked vehicles.
 - 4.1 Contractor shall notify local law enforcement (Manteca Police Department) and emergency services of planned schedule at least 15 business days before start of work.
5. Notify all residents adjacent of pending road closures by letter at least 10 business days ahead and also by door hanger 2 business days ahead.
6. Submit to the Department for approval copies of the notification letter and door hanger to be distributed to residents and businesses at least 20 days before any road closure. It shall include a brief description of the work to be performed, detail streets and limits of activities, specific dates and work hours, Contractor's Project Manager contact information, and the City's Construction Manager contact information. The content must be approved by the Department prior to distribution.
7. The Department reserves the right to order the Contractor to reschedule work at Contractor's expense should the Contractor fail to meet the timelines in these specifications. The Department reserves the right to order the Contractor to reschedule work at Contractor's expense should the Contractor fail to meet the timelines in these specifications.

Construction area signage shall be posted to notify motorists at least 7 business days prior to any construction that interferes with traffic or requires a shoulder, lane, or complete closure. On the mainline road of project and all major cross streets within the work limits, construction area signage with beginning and end work schedule dates shall be posted. Submit the proposed construction area signage to the Engineer for approval at least 20 days before construction.

Barricades with "No Parking" notifications shall be posted at least 72 hours ahead at maximum of 50-foot intervals. "No Parking" notifications must state the specific day(s) of the week and hours of no parking; a broad range of dates is not acceptable.

When necessary, contact Manteca Police Department (MPD) dispatch at 209-456-8101 to request an officer at construction location to assess and tow any vehicles parked in posted "No Parking" zones. Towing vehicles is at Officer's discretion. When contacting MPD dispatch please make clear that this is a City of Manteca project, and that Contractor is working for the City. If the request is denied by dispatch contact Department immediately.

The compensation for implementing traffic control labor, equipment and devices, including but not limited to: furnishing all flaggers, signs, delineators, markers, channelizers, barricades, traffic cones, residential notification, etc. shall be paid for under bid item of "Traffic Control System" and shall include full compensation for training requirements, furnishing all labor, materials, tools, equipment, incidentals, and disposal of waste for work involved. The Department may correct any deficiency and deduct the cost of correcting the deficiency from payment if the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

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13 WATER POLLUTION CONTROL

Add to section 13-1.04:

Projects that are less than one acre are required to have a water pollution Control Plan (WPCP). Submit a Water Pollution Control Lump Sum Cost Break-Down which itemizes the contract lump sum for water pollution control work. Use the Water Pollution Control Lump Sum Cost Break-Down provided in this section as the basis for the cost break-down. Use the Water Pollution Control Lump Sum Cost Break-Down to identify items, quantities and values for water pollution control work, including Temporary Water Pollution Control Practices. You are responsible for the accuracy of the quantities and values used in the cost break-down submitted. Partial payment for the item of water pollution control will not be made until the Water Pollution Control Cost Break-Down is approved by the Engineer.

Line items indicated in the Water Pollution Control Lump Sum Cost Break-Down in this section with a specified Estimated Quantity must be considered "Project-Specific Minimum Requirements." Incorporate Project-Specific Minimum Requirements with Contractor-designated quantities and values into the Water Pollution Control Lump Sum Cost Break-Down.

Line items indicated in the Water Pollution Control Lump Sum Cost Break-Down in this section without a specified Estimated Quantity must be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the Manuals, or for other water pollution control work as identified in the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual. In the Water Pollution Control Cost Break-Down, list only those water pollution control practices selected for the project, including quantities and values required to complete the work for those items.

The sum of the amounts for the items of work listed in the Water Pollution Control Cost Break-Down must be equal to the contract lump sum price bid for water pollution control. Overhead and profit must be included in the individual items listed in the cost break-down.

Adjustments in the items of work and quantities listed in the approved cost break-down must be made when required to address amendments to the WPCP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the quantities required to complete the work as shown on the approved WPCP. No adjustment in compensation will be made for ordered changes to correct WPCP work resulting from your own operations or from your negligence.

At the Engineer's discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the item or items of work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer's discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in section 9-1.06.

At your request and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including addition of new water pollution control practices, will be allowed. Changes must be included in the approved amendment of the WPCP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in section 4-1.05.

Payment for maintaining, removing and disposing construction site best management practices is included in the payment for water pollution control.

WATER POLLUTION CONTROL LUMP SUM COST BREAK-DOWN

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
Soil Stabilization					
SS-1	Scheduling				
SS-2	Preservation of Property/Preservation of Existing Vegetation				
SS-3	Temporary Hydraulic Mulch (Bonded Stabilized Fiber Matrix)				
SS-6	Temporary Erosion Control (Straw Mulch with Stabilizing Emulsion)				
SS-7	Temporary Erosion Control Blanket (On Slope)				
SS-7	Temporary Erosion Control Blanket (In Swale or Ditch)				
SS-7	Temporary Cover (Geotextiles and Mats)				
SS-9	Earth Dikes/Drainage Swales & Lined Ditches				
SS-10	Outlet Protection/Velocity Dissipation Devices				
SS-12	Streambank Stabilization				
Sediment Control					
SC-1	Temporary Silt Fence				
SC-4	Temporary Check Dam				
SC-5	Fiber Rolls				
SC-7	Street Sweeping				
SC-10	Storm Drain Inlet Protection				
Tracking Control					
TC-1	Temporary Construction Entrance				
Wind Erosion Control					
WE-1	Wind Erosion Control				
TOTAL					

14 ENVIRONMENTAL STEWARDSHIP

Add after the 2nd paragraph of section 14-11.12A:

This project includes removal of yellow thermoplastic traffic stripe that will produce hazardous waste residue.

Add after the 1st paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30 days after accumulating 220 lb of residue. If less than 220 lb of hazardous waste residue and dust is generated in total, dispose of it within 90 days after the start of accumulation of the residue.

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15 EXISTING FACILITIES

Add to end of section 15-1.01:

The contractor is hereby advised that City-owned fiber optic infrastructure runs underground along the full extent of the project area on Yosemite Avenue. Prior to commencing any excavation activities, the contractor must coordinate with City staff to accurately locate and mark the fiber optic lines.

In the event of any damage to the City's fiber, the contractor shall bear full responsibility for restoring the entire affected fiber segment between network hubs --not solely the portion directly impacted. This includes the full span between the City's fiber hub at the intersection of Yosemite Avenue and Union Road and the hub at the intersection of Yosemite Avenue and Main Street.

No adjustment shall be made to City fiber optic pull boxes and/or fiber optic splice vaults as well as the City fiber optic cables and systems. Under no circumstances shall the Contractor disrupt or interrupt the City's fiber optic system during construction. Furthermore, the Contractor is responsible for ensuring the protection of all City infrastructure and always maintaining a safe construction zone.

Replace in-kind all owned and maintained City facilities, City, and private utilities that are damaged by your construction activities. This shall include but not limited to striping, pavement marking, signage, curb, gutter, pavement, all type of utilities, drainage, fencing, sidewalks, lighting systems, traffic signal systems, and underground conduits. Damage to pavement markings and striping shall include but not limited to tracking of tack oil or material used during construction that mark, fade, or darken existing striping. Damaged pavement markings shall be restored for entire pavement marking legend. Damaged striping shall be restored for the entire continuous segment. All new striping and pavement markings must be thermoplastic. The repair or replacement must be equal or better in quality than the original portion. The City will not compensate you for any repair or replacement work.

Replace the first paragraph of section 15-1.03B with:

Where concrete is described to be removed, remove the concrete to the bottom of the proposed improvements.

Add to section 15-1.03B:

Section 15-1.03B includes specifications for removing concrete curb, curb and gutter, sidewalk, curb ramp, and pedestrian ramps. Additionally, follow Section 73-10 for the removal of curbs and sidewalks.

Delete the 7th and 8th paragraph of section 15-1.03B

Add to the end of section 15-1.03C:

At least 2 business days before hauling the material to the salvaged material stockpile location, notify the Engineer.

The stockpile location is:

City of Manteca Corporation Yard
265 E Wetmore St, Manteca CA 95337

Replace section 15-1.03D with:

15-1.03D Roadside Signs

Existing roadside signs shall be removed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Removed sign panels shall be salvaged and delivered to the City of Manteca Public Works Streets Division at 265 E Wetmore St, Manteca, CA. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Replace the first paragraph of section 15-1.04 with:

The bid items for Adjust Grate, Adjust Manhole Frame and Cover to Grade, Adjust Valve Box to Grade, Adjust Utility Box to Grade shall be used to establish the contract price paid per each and the items shall not be subject to unit price adjustments based on changes in quantities.

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DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Add to the end of section 17-2.03D:

Surplus materials resulting from clearing and grubbing not to be reused in the project or salvaged to the City shall become the property of the Contractor unless otherwise specified, and he or she shall dispose of surplus materials off the City rights-of-way and easements. The disposal of such materials shall conform to all local ordinances and regulations of the City of Manteca. All costs, charges and fees associated with such disposal shall be borne by the Contractor. Surplus materials are not to be confused with salvaged materials, which shall remain the property of the City and shall be delivered to the City at no extra charge.

Replace the section 17-2.04 with:

All tree removal and root ball removal is considered clearing and grubbing and is included in the payment for "Clearing and Grubbing".

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19 EARTHWORK

Add to end of section 19-1.01A

The Contractor shall perform all excavation required for the complete project, to the lines and grades as shown on the Project Plans, as described in these Special Provisions, and as directed by the Engineer.

Replace section 19-1.03B with:

Should unsuitable material be encountered which, in the opinion of the Engineer, cannot be stabilized, the Contractor shall remove the unsuitable material to the dimensions and limits directed by the Engineer. The Contractor shall use extra care in excavating unsuitable materials so as not to aggravate the conditions. If, in the opinion of the Engineer, the Contractor's methods and equipment are increasing the amount of unsuitable materials to be excavated, the Engineer will require the Contractor to take necessary steps to correct the situation. Should the problem continue, the Contractor shall pay all costs beginning from the time correction steps were last implemented.

Excavate and dispose of unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas as ordered.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Place and compact suitable material under section 19-5 of the State Standard Specifications. Unsuitable materials shall be removed from the job site and not incorporated into embankments.

Typical treatment for unsuitable base will include excavation of 12 inches of material, placement of Tensar BX1200 Geogrid or equal, and placement of Class II Aggregate Base.

The estimated quantity for "Unsuitable Material" is for bidding purposes only and an estimated 5 cubic yards has been included. The quantity can be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price. If unsuitable material is discovered, the Contractor will notify the Engineer for approval of excavation and backfill. If the Engineer does not approve that the material is unsuitable prior to excavation and backfill, the Contractor will be responsible for the cost of excavation and backfill.

Payment for Unsuitable Material shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, backfill, geogrid, aggregate base, compaction, removal and incidentals, and for doing all work involved in removing and replacing Unsuitable Material, complete in place, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Add the end of section 19-2.03A:

Excavated material not reused shall be disposed of in accordance with the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" and 16-1.04 "Removal and disposal of Materials", of the State Standard Specifications.

The Contractor shall do all excavation of whatever substance is encountered to the lines and grades shown on the plans. All material suitable for use as backfill shall be piled in an orderly manner a sufficient distance from the side of the excavation to avoid overloading and to prevent sliding into the excavation. The Contractor shall do such grading as is necessary to prevent surface water from entering the excavation.

Excavations adjacent to the existing roadway shall be closed at the end of each day's work. At the option of the Contractor, steel cover plates may be used at the end of each workday to cover excavations not backfilled adjacent to the roadway.

Excess excavated material suitable for use elsewhere in the construction may be reused therein. All surplus or unsuitable material shall become the property of the Contractor and shall be removed from the job site to a predetermined disposal site at the Contractor's expense.

The Contractor shall remove and dispose of all water entering excavations. Disposal of water shall be done in a manner to prevent damage or nuisance to adjacent properties.

Existing asphalt concrete pavement that is to remain intact shall be saw cut in a neat, straight, parallel line. All pavements damaged during the work shall be cut out in a rectangular pattern and removed and paved.

The maximum lift of backfill material shall depend upon the type of backfill material, relative compaction required, and proposed compaction method to be used, but in no case shall the loose lift thickness of any material exceed 8 inches.

Add section 19-2.03I:

19-2.03I Hazardous Material Disposition

During the course of trenching, grading, grinding, or other excavation, should potentially hazardous materials or other questionable materials be encountered, the Engineer shall be contacted immediately. The Contractor shall mark the site. The City will respond within 24 hours to investigate the site and render an opinion on the questionable materials regarding future action at the site. The intent is to minimize schedule delays to the construction.

Removed material will be contained in drums, or drop boxes, depending on the volume, and temporarily staged within the fenced area behind the existing building located at the west side of the parking lot. The staging duration will only be long enough to obtain analytical laboratory results and confirm disposition instructions on the material. For each discovery, it is anticipated the material will be staged for less than 30 days.

[illegible]

DIVISION IV SUBBASES AND BASES

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Section 26 AGGREGATE BASES

Replace section 26-1.04 with:

The payment for aggregate bases, including placement and compaction, is included in the payment for various items of work.

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DIVISION V SURFACINGS AND PAVEMENTS

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37 SEAL COATS

Add to section 37-3.01B(2):

Aggregate for slurry seal must be Type II.

Replace the last sentence of the 1st paragraph of section 37-3.01C(5)(E) with:

Contractor shall sweep all streets in the project area at minimum once a week for four consecutive weeks after the placement of the last Slurry Seal. Street sweeping shall include the entire width of the road and as many passes as necessary shall be made to remove all loose gravel from the road to the satisfaction of the Department.

Replace Section 37-3.01C(5)(f) with:

The slurry seals must not show bleeding, raveling, separation, or other distresses for 30 days after placing.

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The following shall also apply:

Drop Inlets

Drop inlets, drainage manholes, inlet structures, pipe outlet access control racks, concrete inlet structures, and other miscellaneous concrete structures shall conform to Section 51—Concrete Structures of the State Standard Specifications.

Concrete aprons adjacent to drop inlets shall conform to Section 73-1.01 "Miscellaneous Concrete Construction" of these special provisions. Full compensation for concrete aprons shall be considered as included in the contract unit price paid for the adjacent inlet type and no additional compensation is allowed.

Add to section 51-7.01D:

The contract price paid per each for Drainage Inlet (Type G1) and Curb Inlet (Type 1) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing concrete inlet structures and other miscellaneous concrete structures, complete in place, including removal of existing drainage facilities, connection to existing pipes, saw cutting, structure excavation and structure backfill, frames, grates, reinforcement, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract price paid per each for Replace Grate with Curb Inlet (Type 1) Grate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and replacing grates complete in place, including removal of existing drainage facilities, connection to existing, saw cutting, structure excavation and structure backfill, frames, grates, reinforcement, racks, covers, miscellaneous hardware, and adjustment of frame and grate to grade, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

52 REINFORCEMENT

Add to section 52-1.04:

Payment for steel reinforcement used for drainage inlets walls is included in the payment for various items of work.

[illegible]

DIVISION VII DRAINAGE FACILITIES

[illegible]

64 PLASTIC PIPE

Replace section 64-2.04 with:

The contract unit price paid per linear foot for the 12" HDPE SDR 26 Drain Pipe shall include full compensation for all labor, materials, excavation, trench backfill, compaction, placement, hot mix asphalt, aggregate base, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Add to section 73-1.01:

Portland Cement Concrete curbs, gutters, sidewalks, curb ramps, valley gutters and driveways shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications and these special provisions.

Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations. A sample of the detectable warning surface shall be provided to the Engineer and the City of Manteca for approval.

The manufacturer shall provide a written 5 year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound on cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

All concrete shall be Class A, six sack mix unless otherwise specified.

All newly placed concrete shall be cured in accordance with the provisions in Section 90-1.03B(3)(b) and 90-1.01C(6)(a) of the State Standard Specifications and these Special Provisions.

Minor Concrete shall be constructed as shown on the plans and shall conform to the City of Manteca Standard Plans.

Pedestrian ramps shall conform to the State Standard Plans indicated on the plans and shall meet all requirements outlined in the City of Manteca ADA transition plan.

Pedestrian ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps. Detectable warning surface shall be a prefabricated surface installed on the curb ramp, in accordance with the approved materials within the City of Manteca.

Steel dowel bars connecting curb to existing or previously poured concrete pavement must be epoxy coated complying with section 40-1.02C(3). The dowel bar must be installed complying with section 40-1.03D except exposed portion must not be lubricated.

Apply a bonding agent between curb placed on existing or previously poured concrete pavement in accordance with section 41-1.02D.

Add to section 73-1.02A:

Concrete must be minor concrete complying with section 90-2 and may contain returned plastic concrete complying with section 90-9, except as follows:

1. For all miscellaneous concrete work, cementitious material content of concrete must be at least 590 lb/cu yd.
2. For valley gutters, cementitious material content of concrete must be at least 590 lb/cu yd.
3. The maximum size of aggregate used for miscellaneous concrete construction shall be 1 inch.

Add to section 73-1.03A:

Construct new sidewalk and new curb monolithically.

There is no base material required under the City's curb ramps and sidewalks. Therefore, use City Standard Detail ST-7, ST-11, and 2024 Caltrans Standard plans sheet A88A with the following provisions:

- Sidewalk and curb ramp thickness must be **6 inches**.

The compaction under the sidewalk must meet City standards section 73-1.02, SUBGRADE

PREPARATION which states:

The subgrade shall be constructed true to grade and cross section, as shown in the plans or directed by the Engineer. It shall be watered and thoroughly compacted pursuant to State Specifications except 95% to 0.5 feet below finished subgrade and 90% to 2.5 feet below finished subgrade. Unsuitable material shall be removed and replaced, to provide a stable grade with optimum moisture content for a minimum depth of 0.5 feet. The completed subgrade shall be tested for grade and cross sections by means of a template supported on the side forms and shall not project into the planned concrete cross section at any point. The subgrade and forms shall be wet immediately in advance of placing concrete.

Do not deviate the shape and design of curb ramps and driveways with sidewalk from the standard plans unless noted on the project plans or approved by the Engineer. Do not free form these facilities.

Clean all sawcuts by abrasive blasting or other methods approved by the Engineer.

If new curb, sidewalk or driveway is constructed adjacent to existing curb, sidewalk or driveway, dowel the existing concrete to the new concrete with #4 reinforcing bars as shown.

For new curb ramps, detectable warning surfaces shall be prefabricated tiles set directly in newly poured concrete; surface applied tiles or stamped into surface detectable warning surfaces will not be allowed.

Reference out and restore any curb markings (S-indicating sanitary sewer lateral; W-indicating water service lateral; arrows and Roman Numerals-indicating ties to water main valves; high-pressure gas main) that may be destroyed by its work. In the case of construction of curb ramps where the vertical curb is eliminated new ties to water valves shall be made on the closest available vertical curb with proper direction of arrows and proper distances from water valve to tie indicated in three-inch (3") high Roman Numerals.

WATER TEST – FLAT GUTTERS

Prior to final acceptance, or as part of the preliminary final inspection, the Contractor, as directed by the Engineer, shall water test curbs with gutters on slopes of 0.75% or flatter and paved surfaces to verify proper drainage. Any ponding of water greater than ¼ inch depth will be considered as evidence of poor work techniques and shall be corrected by removing and replacing those portions of curb and gutter as necessary to comply with the requirements of this special provision, at no additional expense to the Agency.

Add to section 73-3.01C:

Within 2 business days of completing the surveys, submit preconstruction and post-construction surveys sealed and signed by one of the following:

1. Land surveyor licensed in the State
2. Engineer who is registered as a civil engineer in the State

Replace *Reserved* in section 73-3.01D(3) with:

For new curb ramp locations shown on plans, perform a preconstruction survey to ensure forms and job site constraints will allow for compliance with required design dimensions and slopes shown. Upon completing the work, perform a post-construction survey to verify design dimensions and slopes requirements are met. The post-construction survey must include a minimum of 3 measurements for each dimension and slope requirement shown. Individual measurements must be equally distributed across the specified slope or dimensional surface. Document and submit these measurements on the Americans with Disabilities Act Compliance Inspection Report form for the facility type shown. Include the equipment and control used to conduct the survey.

Add to the beginning of section 73-3.03:

Before placing concrete, verify that forms and job site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter job site conditions that will not accommodate the design details. Ordered modifications are change order work.

Add to section 73-3.03:

Excavation and backfill must comply with section 19-3.

Concrete backfill must be finished flush with the adjacent surfacing.

The surface of the concrete must be textured with a broom or burlap drag to produce a durable skid-resistant surface.

Replace *Not Used* in section 73-3.04 with:

The contract unit price paid per square foot for Minor Concrete – Curb Ramp and Sidewalk shall include full compensation for all labor, materials, excavation, backfill, compaction, aggregate base and placement, complying with ADA requirements, placing concrete, raising existing facilities to grade, incidentals and equipment required to complete these items of the work, including adjacent retaining curb and tooled joints, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract unit price paid per square foot for Minor Concrete – Texture Paving shall include full compensation for all labor, materials, excavation, backfill, compaction, aggregate base and placement, complying with ADA requirements, placing concrete, raising existing facilities to grade, incidentals and equipment required to complete these items of the work, including adjacent retaining curb and tooled joints, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract unit price paid per linear foot for Minor Concrete – Curb and Gutter shall include full compensation for all labor, materials, excavation, backfill, compaction, aggregate base and placement, complying with ADA requirements, placing concrete, raising existing facilities to grade, incidentals and equipment required to complete these items of the work, including and tooled joints, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract unit price paid per square foot for Detectable Warning Surface shall include full compensation for all labor, materials, tools, complying with ADA requirements, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

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77 LOCAL INFRASTRUCTURE

Replace *Reserved* in section 77 with:

77-1 GENERAL

77-1.01 GENERAL

Section 77-1 includes general specifications for constructing electrical systems.

77-1.02 MATERIALS

The electrical equipment and materials must comply with section 86 of the City's Standard Specifications and section 86 of the Caltrans Standard Specifications.

77-1.03 CONSTRUCTION

Install electrical equipment under section 86 of the City's Standard Specifications and section 87 of the Caltrans Standard Specifications.

77-1.04 PAYMENT

Not Used

77-2 RECTANGULAR RAPID FLASHING BEACON SYSTEM

77-2.01 GENERAL

77-2.01A Summary

Section 77-2 includes specifications for constructing rectangular rapid flashing beacon (RRFB) system.

Rapid flashing beacon system includes removing, adjusting, or adding:

1. Foundations
2. Standards
3. Conductors
4. Light indicators
5. Signs
6. Control module
7. Audible information device
8. Luminaires

Rectangular rapid flashing beacon system must conform to the latest applicable provisions of the California MUTCD, Caltrans Standard Plans and Specifications, the City Standard Specifications, and these Special Provisions. The components of the rectangular rapid flashing beacon system are shown on the project plans.

RRFB system must be solar powered Carmanah R920-MX 100 series or approved equal. Assemblies that include overhead lighting shall be solar powered and shall be Carmanah R920-MX-OHL with MX 300 power modules with luminaires or approved equal.

Quality Assurance and testing shall comply with Section 87 of the State Standard Specifications.

77-2.01B Submittal

Submit 2 copies of:

1. 5-year limited warranty documents.
2. Shop drawings or installation manual.

77-2.02 MATERIALS

77-2.02A Standards

Contractor shall furnish and install standards and posts as indicated on the plans.

77-2.02B Light Indicators

Each RRFB unit shall consist of two rapidly flashing rectangular-shaped yellow indicator lights that shall be a minimum size of at least 5" wide x 3" high and shall be horizontally aligned and separated by 7" on the same bar.

The light intensity of the yellow indications during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the publication "Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles J595," 2005 Society of Automotive Engineers (SAE).

77-2.02C Signs

All sign panels must be supplied and installed as part of this bid item. RRFB system shall include W11-2, S1-1, and W16-7P and shall be fluorescent yellow or fluorescent yellow green as indicated on the plans and must conform to the Caltrans Standard Specifications, and these Special Provisions.

77-2.02D Control Module

Control module must include:

1. On-board user interface
2. Solar panel
3. Wireless radio
4. Batteries
5. Enclosure

77-2.02E(1) On-Board User interface

On-Board User Interface must include:

1. System status
2. Flash patterns: RFB1 (WW+S), RFB2 (WSDOT), 0.5 sec alternating (MUTCD), 0.5 sec unison (MUTCD), 0.1 sec. unison, 0.25 sec. unison, 0.1 sec x3 quick flashes unison, 0.1 sec, x3 quick flashes alternating
3. Input type: momentary for push button activation, normally open switch, normally closed switch
4. Flash duration: 5 sec. to 1 hr.
5. Intensity setting: 20 to 1400 mA for multiple RRFBs, circular beacons, or LED enhanced signs
6. Nighttime dimming: 10 to 100% of daytime intensity
7. Ambient auto-adjust increases intensity during bright daytime
8. Automatic Light Control: reduces intensity if the battery is extremely low
9. LED temperature correction: yellow or red beacons
10. Internal time clock function
11. Radio settings: enable/disable, selectable channel from 1 to 14
12. Digital output: activation counts and data reporting

77-2.02E(2) Solar Panel

The solar panel must be sized according to the weather and field conditions to maximize performance.

All fasteners used must be anti-vandal.

All solar panel connections must be dust proof and protected from temporary immersion in water.

77-2.02E(3) Wireless Radio

Radio must integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.

The radio must synchronize all the remote light indications so they will turn on within 120msec of each other and remain synchronized through-out the duration of the flashing cycle.

Radio systems must operate from 3.6vdc to 15vdc.

77-2.02E(4) Battery

Battery unit capacity must be sized for operation in northern climates and capable of between 200-500 daily actuations.

All batteries must be sealed in a plastic film to provide moisture corrosion resistance.

All batteries must operate between the temperatures of -20°C to +60°C.

All battery connectors must be dust proof and protected from temporary immersion in water.

77-2.02E(2) Enclosure

Control module enclosure must be:

1. NEMA 3R weatherproof enclosure.
2. Lockable with hinged lid for access to on-board user interface.
3. Corrosion -resistant aluminum with stainless steel hardware.
4. Prewired to minimize installation time.
5. High efficiency optics and EMS.
6. 39 lbs or less including on-board user interface and any batteries.

77-2.02F Audible Information Device (AID)

The audible information device (AID) must conform to the latest applicable provisions of the California MUTCD, and these special provisions. The AID must be supplied by the same manufacturer of RRFB and must be furnished and installed as one package. A R10-25 sign shall be furnished and installed with the AID and must conform to the Caltrans Standard Specifications, and these Special Provisions. The AID shall be from the same manufacturer of RRFB and shall be furnished and installed as one package.

The AID shall be Polara iNX or approved equal. Audible message shall be: "Warning lights are flashing."

77-2.02G Luminaire

Luminaire must:

1. Be self-contained, not requiring assembly.
2. Comply with UL 1598 for luminaires in wet locations.
3. Have a minimum 60,000 hours L70 rating under LM-80 and TM-21 at an ambient temperature of 25 degrees C.
4. Operate over a temperature range from -40 to 130 degrees F.

77-2.03 CONSTRUCTION

77-2.03A Foundations

Contractor shall install foundations for standards and post as indicated on the plans.

77-2.03B Light Indicators

A minimum of two RRFB units shall be facing each direction of vehicular traffic at the pedestrian crossing. The two indications must be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.

A single indicator must be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as confirmation for the pedestrian that the system has been activated.

The outside edges of the two indications, including any housing, must not protrude beyond the outside edges of the integral signage of the assembly.

Each indication must be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.

77.2.03C RRFB Assembly Mounting

The RRFB assembly shall be installed using strap and saddle mounting bracket method. Contractor shall drill holes in the post to run wiring for the light indicators and the AID system.

77-2.03D Underground Construction

For underground construction, see section 86 of the City's Standard Specifications and section 87 of the Caltrans Standard Specifications.

All conduits installed under sidewalks shall be buried at a minimum depth of 24 inches below finished grade.

77-2.04 PAYMENT

The contract lump sum price paid for rectangular rapid flashing beacon system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved in installing solar powered rectangular rapid flashing beacon (RRFB) system, complete in-place,

including, but not limited to, all items included in rectangular rapid flashing beacon system assemblies, standards, posts, foundations, pull boxes, conduit, wiring, and power equipment considered as shown on the plans and as directed by the engineer and no additional compensation will allowed therefor.

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Replace section 82-3.04 with:

Payment for furnishing sign panels is included in the payment for roadside sign.

The contract unit price paid per each for Reset Roadside Sign shall include full compensation for all labor, materials, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer. If Engineer determines that the roadside sign to be reset has been damaged by the Contractor, Contractor shall replace the roadside sign and no further payment shall be made therefor.

The contract unit price paid per each for Relocate Roadside Sign shall include full compensation for all labor, materials, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer. If Engineer determines that the roadside sign to be relocated has been damaged by the Contractor, Contractor shall replace the roadside sign and no further payment shall be made therefor.

The contract unit price paid per each for Install New Roadside Sign Panel on New Post shall include full compensation for all labor, materials, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract unit price paid per each for Install New Roadside Sign Panel on Existing Post shall include full compensation for all labor, materials, sign panels as shown on the plans, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

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83 RAILINGS AND BARRIERS

Replace section 83-2.09D with:

The contract unit price paid per each for pedestrian barricades shall include full compensation for all labor, materials, sign panels as shown on the plans, mortar, excavation, backfill, compaction, concrete, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

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84 MARKINGS

Add to section 84-1.01:

The Contractor shall install temporary pavement striping and markings as necessary during construction. All temporary pavement striping and marking shall be refreshed as needed or when directed by the Engineer, at the Contractor's expense, until permanent pavement striping and marking is installed.

Replace section 84-1.02 with:

All thermoplastic traffic stripes and pavement markings shall be extruded thermoplastic complying with the requirements of the State Standard Specifications and these special provisions.

All Green Bike Lane Pavement Markings shall be methyl methacrylate complying with the requirements of the State Standard Specifications and these special provisions.

Add to section 84-1.04:

The contract unit price paid per linear foot for Red Curb Paint shall include full compensation for all labor including removal of existing striping, materials, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract unit price paid per linear foot for Thermoplastic Traffic Stripe shall include full compensation for all labor including removal of existing striping, including those not being replaced, materials, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract unit price paid per square foot for Thermoplastic Crosswalk and Pavement Marking shall include full compensation for all labor including removal of existing markings, including those not being replaced, materials, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

The contract unit price paid per square foot for Methyl Methacrylate Pavement Marking shall include full compensation for all labor including removal of existing markings, materials, tools, incidentals and equipment required to complete these items of the work, as shown on the plans, as specified in the City of Manteca Standards, the State Standard Specifications and these special provisions and as directed by the Engineer.

Add to section 84-2.03C(3):

All striping or pavement markings damaged during construction must be repaired at your expense. Repairs must consist of complete replacement of striping or markings as directed by the Engineer.

When you are unable to place traffic stripes and marking due to unsuitable weather conditions, the Engineer can temporarily suspend work per section 8-1.06. When the work is suspended for greater than 14 days, install temporary traffic stripe and pavement markings. Placement of temporary traffic strip and temporary pavement marking is considered extra work per section 4-1.05.

Replace *Reserved* in section 84-9.03C with:

Residue from the removal of painted or thermoplastic traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste

2. Does not contain heavy metals in concentrations exceeding the thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

DIVISION XI MATERIALS

SECTION 90 CONCRETE

Add Section 90-1.01C(6)(a) with:

Maximum slump for concrete is 4". Provide concrete to the following Criteria:

Item	Min. 28 day Compressive Strength (PSI)
Sidewalks, Driveways, Curb Ramp, Curb and Gutters, Drainage Inlet, and Minor Concrete	4,000

Concrete must contain not less than 590 pounds of cementitious material per cubic yard.