

CITY OF UPLAND



CONTRACT DOCUMENTS FOR PD 2ND FLOOR EXPANSION PROJECT

**PROJECT No. 16135
BID No. 2024-09**

**CITY OF UPLAND
Public Works Department
Engineering Division
1370 N. Benson Avenue
Upland, CA 91786**

Approved: Steven Nix
Project Manager

Date: September 26, 2024

RCE No.: C56810

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CIVIL SEAL



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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the **CITY OF UPLAND**, with its principal place of business at 460 N. Euclid Avenue Upland, California 91786 ("City") invites and will receive **Electronic Bids** (online only) via the City of Upland's PlanetBids portal at <https://vendors.planetbids.com/portal/66713/portal-home> up to but not later than **2:30 p.m. on Tuesday, November 12, 2024**. Immediately following the close of the bidding period, all bids received for this project will be publicly opened via the City of Upland's PlanetBids portal. Late bids will not be accepted. The City reserves the right to reject any or all bids, to waive irregularity, and award contracts in the best interest of the City.

Bids shall be for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **PD 2nd Floor Expansion Project** (the "Project").

The work to be performed under this Contract generally consists of expanding the second floor reception lobby over the current first floor reception lobby with the placement of three (3) structural steel beams and associated supporting hardware, installation of a composite steel and light-weight concrete flooring system, installation of addition wall receptacle outlets and wiring, installation of first floor ceiling framing and drywall on the underside of the new floor extension including lighting for the first floor, and removal and replacement of the carpet flooring within the 2nd Floor Reception Area.

Bidders may also obtain a copy of the Contract Documents from <https://www.uplandca.gov/rfps-bids>. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

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

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

A **NON-MANDATORY** Pre-Bid Conference is scheduled for **10:00 am on Tuesday, October 15, 2024** to review the Project's existing conditions at **City of Upland Police Department located at 1499 W. 13th Street**. Representatives of City and consulting engineers, if any, will be present.

All requests for information (RFI) responses shall be in written form and shall be directed and sent no later than **October 29, 2024, by 2:00 p.m.** to:

Steven Nix, Project Manager
1370 N. Benson Avenue
Upland, CA 91786
(909) 291-2938
(909) 291-2974 Fax
snix@uplandca.gov

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

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

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

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

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

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

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

Class "A" License (General Engineering Contractor)
or

Class "B" License (General Building Contractor)

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

Pursuant to Public Contract Code section 3400(b), if City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by City from the **BASIC BID ALONE**. City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the bidding process.

For further information, contact:

Steven Nix, Project Manager
1370 N. Benson Avenue
Upland, CA 91786
(909) 291-2938
(909) 291-2974 Fax
snix@uplandca.gov

END OF NOTICE INVITING BIDS

Publish: Friday, September 27, 2024
Friday, October 4, 2024

INSTRUCTIONS TO BIDDERS

ARTICLE 1. SECURING DOCUMENTS

Bids must be submitted electronically via the City of Upland's PlanetBids portal at <https://vendors.planetbids.com/portal/66713/portal-home> on the Bid Forms which are a part of the Contract Documents for the Project. Prospective bidders may download a complete set of contract documents at no charge from the city's PlanetBids portal or from the City of Upland website at <https://www.uplandca.gov/rfps-bids>.

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

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

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

ARTICLE 4. PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference is scheduled for **10:00 am on Tuesday, October 15, 2024** to review the Project's existing conditions at **1499 W. 13th Street, City of Upland Police Station**. Representatives of the City will be present. Oral statements regarding this Bid at the Pre-Bid Conference should be considered unverified information unless confirmed in writing.

ARTICLE 5. ADDENDA

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

ARTICLE 6. ALTERNATE BIDS

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

ARTICLE 7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Documents which are included in the Contract Documents and available on the electronic bid management system. The use of substitute bid documents will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. Deviations in the bid form may result in the bid being deemed non-responsive.

ARTICLE 8. ELECTRONIC SUBMISSION REQUIREMENTS

The bidder must enter pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The pricing provided in the electronic bid form will be the only valid bid pricing for determination of low bid. The costs of any work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in related line items and no additional compensation shall be due the selected contractor. The estimated quantities

for unit price items are for purposes of comparing Bids only and City makes no representation that the actual quantities of work performed will not vary from the estimates.

The bidder must enter subcontractor information in the electronic bid form. The subcontractor information provided electronically will be the only valid subcontractor information.

The bidder must attach a pdf file(s) to the electronic bid submission containing all of the completed and signed Bid Documents including a Bid Bond. The following is a list of Bid Documents that must be completed and uploaded to PlanetBids as a single PDF file:

- A. Bid Acknowledgement Form
- B. Bid Security, as a bid bond using the form included in the bidding documents, cash, or a cashier's check
- C. Public Works Contractor Registration Certification Form
- D. Contractor's Certificate Regarding Workers' Compensation Form
- E. Non-Collusion Declaration Form
- F. Bidder Information and Experience Form
- G. Iran Contracting Act Certification Form
- H. Fleet Compliance Form
- I. Levine Act Disclosure Statement

ARTICLE 9. MODIFICATIONS OF BIDS

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

ARTICLE 10. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, contractor license number, and public works contractor registration number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Contract Documents in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself. Substitution of listed subcontractors shall only be permitted in accordance with Public Contract Code Section 4107.

ARTICLE 11. LICENSING REQUIREMENTS

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

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

ARTICLE 12. BID GUARANTEE (BOND)

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

ARTICLE 13. IRAN CONTRACTING ACT OF 2010

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

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

ARTICLE 14. NONCOLLUSION DECLARATION

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

ARTICLE 15. PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

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

ARTICLE 16. BIDDER INFORMATION AND EXPERIENCE FORM

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

ARTICLE 17. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City a Workers' Compensation Certificate prior to performing the work under this Contract. The form of such Workers' Compensation Certificate is included as part of the Bid Forms.

ARTICLE 18. SIGNING OF BIDS

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

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

ARTICLE 19. SUBMISSION OF ELECTRONIC BIDS

The Bid and supporting documents shall be completed and submitted electronically via PlanetBids before the time and date set for the receipt of bids. No oral or telephonic bids will be considered.

No forms transmitted via e-mail, facsimile, or any other electronic means will be considered. Bids received after the time and date set for the receipt of Bids will not be accepted.

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

ARTICLE 20. OPENING OF BIDS

At the time set for the opening of the Bids, or any time thereafter, each and every Bid received prior to the time and day set for the receipt of Bids will be opened. The City will not accept any Bid received after the specified date and time. It is the Bidder's sole responsibility to ensure that its Bid is uploaded and received by PlanetBids. Bids may be submitted earlier than the date(s) and time(s) indicated.

The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

ARTICLE 21. WITHDRAWAL OF BID

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

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

ARTICLE 22. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one Bid for the same work unless alternate Bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from simultaneously submitting its own Bid as a prime contractor.

ARTICLE 23. SUBSTITUTION OF SECURITY

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

ARTICLE 24. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the **Office**

of the City Clerk of the City or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

ARTICLE 25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

ARTICLE 26. INSURANCE REQUIREMENTS

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

ARTICLE 27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

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

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

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

ARTICLE 29. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's Representative. In order for a Bidder's protest to be considered valid, the protest must:

- A.** Be filed in writing within five (5) calendar days after the bid opening date or any City determination or recommendation regarding the Bidder's bid;
- B.** Clearly identify the specific irregularity or accusation;
- C.** Clearly identify the specific City staff determination or recommendation being protested
- D.** Specify in detail the grounds for protest and the facts supporting the protest; and

E. Include all relevant, supporting documentation with the protest at time of filing.

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

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

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

ARTICLE 30. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price.

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

ARTICLE 31. AWARD PROCESS

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

ARTICLE 32. EXECUTION OF CONTRACT

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

ARTICLE 33. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to **Steven Nix, Project Manager** at **(909) 291-2984** or email at **snix@uplandca.gov**. No other members of the City's staff or City Council should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the City. The City may, in its sole discretion, disqualify any Bidder who engages in

any prohibited communications.

ARTICLE 34. FLEET COMPLIANCE

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

ARTICLE 35. LEVINE ACT DISCLOSURE STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits City Officers from participating in any action concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract") if they receive political contribution(s) from a party, or its agent(s), totaling more than \$250 within the twelve (12) months before the proceeding, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding.

The Levine Act also requires a member of the Upland City Council who has received such a contribution to disclose the contribution on the record of the proceeding and recuse themselves before the proceeding unless the violation has been properly cured.

BID FORMS

BID SCHEDULE

Name _____

of _____

Bidder: _____

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for.

PD 2ND FLOOR EXPANSION PROJECT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Contract Documents for the ELECTRONICALLY SUBMITTED TOTAL BID PRICE.

Important:

The electronic bid schedule must be completed by each bidder and properly submitted on PlanetBids. This bid schedule is for informational purposes only.

BASIC BID

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	Demolition and Disposal	1	L.S.
2	Furnish and Install Structural Support Beams including all supporting structural, anchor and fastening bolts, etc.	1	L.S.
3	Furnish and Install Composite Floor Decking System. (approximately 288 s.f.)	1	L.S.
4	Remove and Relocate Existing Receptacles and Furnish and Install New Electrical Receptacles and appurtenances as shown on the project plans.	1	L.S.
5	Furnish and Install Three (3) New 8-inch LED Can Lights in the new First Floor Ceiling and Remove and Replace Seven (7) Existing 8-inch Can LED Can Lights in the existing first floor ceiling including all junction boxes, wiring, appurtenances, etc.	1	L.S.
6	Furnish and Install Steel Stud Ceiling Framing and 5/8" Drywall underneath new Structural Beams and Composite Floor Decking System. (approximately 336 s.f.)	1	L.S.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
7	Remove and dispose of existing Carpet from 2nd Floor Reception Area and Furnish and Install New Carpet Tiles in the Expanded 2nd Floor Reception Area. (approximately 912 s.f.)	1	L.S.

The basis for award of contract shall be the Contractor's Basic Bid only.

ADDITIVE BID ITEMS
(to be awarded at the discretion of the City)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
8	Review the ADA Corrections list provided on Appendix "C" and provide the recommended corrective action as identified at each location. (all of the items are within the public men's and women's restroom located on the first floor adjacent to the first floor reception area)	1	L.S.

In the event the electronic bid schedule requires unit pricing, final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

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

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

If the Contract Documents specify Additive Bid items, the City can choose to include any, all, or none of the Additive Bid items in the Work. If the City selects any of the Additive Bid items, the corresponding Additive Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Additive Bid items at any time(s).

If awarded a Contract, the undersigned agrees to execute and deliver to the City within ten (10) calendar days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, Class of License(s) _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges understanding and full consideration of the electronically issued addenda to the Contract Documents.

The following Bid Documents, which have been completed and executed by the undersigned Bidder, are incorporated by this reference and made a part of this Bid:

1. Completed Bid Schedule (Completed Electronically).
2. Completed Designation of Subcontractors form (Completed Electronically).
3. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
4. Attached is the completed Bidder Information and Experience form.
5. Attached is the fully executed Non-Collusion Declaration form.
6. Attached is the completed Iran Contracting Act Certification form.
7. Attached is the completed Public Works Contractor Registration Certification form.
8. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
9. Attached is the completed Levine Act Disclosure Statement form.
10. Attached is the completed Fleet Compliance Certification form.

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

***Bidder or its authorized representative shall upload an electronic scanned copy of the executed Bid Form to the electronic bid management system.**

BID GUARANTEE

BID BOND

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

The makers of this bond are, _____, as

Principal, and _____, as Surety and are held and firmly bound unto the CITY OF UPLAND, with its principal place of business at 460 N. Euclid Avenue, Upland, California 91786, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to the City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for **Project No. 16135, Bid No. 2024-09, PD 2nd Floor Expansion Project.**

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

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

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or

Representative for service of

process in California, if different

from above)

(Telephone number of Surety

and Agent or Representative for
service of process in California)

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

END OF BID BOND

DESIGNATION OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the contractor's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

- (a) The portion of the work to be done by the subcontractor;
- (b) The name and the location of the place of business;
- (c) The California contractor license number; and
- (d) The DIR public works contractor registration number.

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

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

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

(Attach additional sheets if necessary)

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

BIDDER INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

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

1.0 Name of Bidder:

2.0 Type, if Entity:

3.0 Bidder Address:

Facsimile Number

Telephone Number

Email Address

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

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

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

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

6.1 Date of Incorporation:

6.2 State of Incorporation:

6.3 President's Name:

6.4 Vice-President's Name(s):

6.5 Secretary's Name:

6.6 Treasurer's Name:

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

7.1 Date of Organization: _____

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

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

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

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

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

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

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

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

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B. LIST OF CURRENT PROJECTS (BACKLOG)

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

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

C. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

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

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

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

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

2. Summarize each person's specialized education:

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

4. Summarize such experience:

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

E. ADDITIONAL BIDDER'S STATEMENTS:

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

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

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

☐ The Contractor is not:

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

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

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

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

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

FLEET COMPLIANCE CERTIFICATION

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

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

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____



CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits City Officers from participating in any action concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract") if they receive political contribution(s) from a party, or its agent(s), totaling more than \$250 within the twelve (12) months before the proceeding, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding.

The Levine Act also requires a member of the Upland City Council who has received such a contribution to disclose the contribution on the record of the proceeding and recuse themselves before the proceeding unless the violation has been properly cured.

Current Upland City Council Members are listed at:

<https://www.uplandca.gov/city-council-treasurer>

Parties and their Agents are responsible for accessing the link to review the names and disclosing their applicable contributions to City Officers on the record of a proceeding.

As a party to a proceeding, you are also required to provide information below about contributions made by you, your agents on behalf of you or your organization, your organization subject to the proceeding with the City, and any organization you direct or control pursuant to the aggregation rules at FPPC Reg. § 18438.5, except for uncompensated officers of a nonprofit organization. This form is to be submitted to the City of Upland and is a public record. If you have any questions about this form, please contact your City representative for assistance.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any Upland City Council Member in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

☐ YES If yes, please identify the Council Member(s): _____

☐ NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any Upland City Council Member in the 12 months following any Council action related to your proposal or application?

☐ YES If yes, please identify the Council Member(s): _____

☐ NO

Answering yes to either of the two questions above does not preclude the Upland City Council from awarding a contract or approving an application or any subsequent action. It does, however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.

Date

Signature of authorized individual

Company/Applicant Name

(Levine Act definitions on reverse side)

LEVINE ACT DISCLOSURE STATEMENT DEFINITIONS

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is competitively bid , a labor contract , or a personal employment contract .	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or	FPPC Reg 18438.2(a)(3)(B)

	retirees, including a project labor agreement entered under Public Contract Code Section 2500.	
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. _____ is made and entered into this _____ day of _____, 20 ____ by and between the CITY OF UPLAND, with its principal place of business at 460 N. Euclid Avenue, Upland, California 91786 sometimes hereinafter called the "City" and _____, sometimes hereinafter called "Contractor."

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

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**Project No. 16135
Bid No. 2024-09
PD 2nd Floor Expansion Project**

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **one hundred twenty (120) calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of <INSERT DOLLAR AMOUNT IN WORDS> Dollars (\$ _____). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$250** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and

not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to delays for which the City is responsible. The parties agree that determining Contractor's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Contract Time, the City shall pay to the Contractor **\$250** per day as Reverse Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for any City caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Notice of requests for delay damages and additional days shall be provided to the City within five (5) Days from the discovery of the circumstances giving rise to any delay or three (3) Days from the discovery of any latent or subsurface conditions giving rise to a delay.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Specifications
- Addenda
- Construction Diagrams & Photos
- Std. Specifications for Public Works Const. "Greenbook", 2018 ed., except Sections 1-9
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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

ARTICLE 7. INDEMNIFICATION.

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

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF UPLAND

NAME OF CONTRACTOR

[IF CORPORATION, TWO SIGNATURES,
PRESENT **OR** VICE PRESIDENT **AND**
SECRETARY **OR** TREASURER **REQUIRED**]

By: _____
Bill Velto, Mayor

By: _____

ATTEST:

Its: _____

By: _____
Keri Johnson, City Clerk

Printed Name: _____

APPROVED AS TO FORM:

[SECOND SIGNATURE LINE IF
APPLICABLE]

By: _____
Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Contractor's License Number and
Classification

DIR Registration Number

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

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF UPLAND, with its principal place of business at 460 N. Euclid Avenue, Upland, California 91786 (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No. 16135**, (hereinafter referred to as the "Project").

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or

Representative for service of

process in California, if different

from above)

(Telephone number of Surety

and Agent or Representative for
service of process in California)

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the CITY OF UPLAND , with its principal place of business at 460 N. Euclid Avenue, Upland, California 91786 (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No. 16135** (the "Project"); and

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

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

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

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

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- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

END OF PAYMENT BOND

GENERAL PROVISIONS

The Standard Specifications for the City of Upland shall be the latest edition of the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), 2018 EDITION** (sometimes hereinafter referred to as the Greenbook), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for the following amendments, deletions and modifications.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction shall be resolved by the Engineer, whose decision shall be final.

Modifications to the Standard Specifications for Public Works Construction

The following amendments, additions and deletions shall be incorporated into the Greenbook:

SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 Definitions.

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

Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

Additional Work – New or unforeseen work will be classified as “Additional Work” when the Engineer determines that it is not covered by the Contract.

Agency – The City of Upland.

Applicable Laws – The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

Bid – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

Bid Guarantee – The Bid Bond, cashier’s check, or certified check to be made by the Bidder, which is to accompany the Bid as a guaranty of good faith to enter into a written contract.

Board – The City Council of the City of Upland or the Board of Directors of Successor Agency to the Upland Community Redevelopment Agency.

Change Order (“CO”) – A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the

Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

Change Order Request ("COR") – A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal ("COP"), or Request for Change ("RFC").

City's Representative – The City Engineer and/or his/her designee, and acting through properly authorized agents, such as the Engineer or such other agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents. The terms the City and Owner may be used interchangeably.

Claim – A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

Clerk or City Clerk – The City Clerk of the City of Upland.

Contract – The entire integrated written agreement between the City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

Contract Documents – The documents listed in Section 00 52 13, Article 5 of the Contract for Construction. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

Contract Price – Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

Contract Time – The number of days or the dates stated in the Contract Documents to: achieve defined milestones, if any; and to complete the Work so that it is ready for final payment.

Contractor's Designated On-Site Representative – The Contractor's Designated On-Site Representative will be identified by the Contractor and shall not be changed without prior written consent of the City.

Critical Supply Shortage – An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered

the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

Day – A calendar day of 24 hours measured from midnight to the next midnight.

Daily Rate – The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.

Defective Work – Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

Demobilization – The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

Drawings – That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

Effective Date of the Contract – The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Engineer – Whenever not qualified, shall mean the City Engineer or the Engineer authorized to act for and in behalf of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

Force Majeure Event – An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

Hazardous Waste – The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time, or any substance or material identified as hazardous under any state or federal statute governing handling, disposal and/or cleanup of any such substance or material, whichever is more restrictive.

Holiday – Holidays occur on:

New Year's Day - January 1

Martin Luther King, Jr. Day – Third Monday in January

President's Day – Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Thanksgiving Day - Fourth Thursday in November

Friday after Thanksgiving

Christmas Eve – December 24

Christmas Day - December 25

New Year's Eve – December 31

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

Laboratory – The official testing laboratory of the Agency or other laboratories designated, in writing, by the Engineer.

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

Notice of Completion – The form which may be executed by the City constituting final acceptance of the Project.

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

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

Record Drawings – The record set of as-builts prepared by the Contractor during the Work in accordance with the requirements of the General Conditions.

Recyclable Waste Materials – Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include, but are not limited to, asphalt, concrete, brick, concrete block, and rock.

Sample – A physical example furnished by the Contractor to illustrate materials, equipment or workmanship; to establish standards by which the Work will be judged.

Schedule of Submittals – A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

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.

Site – Lands or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

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. This includes, but not limited to, the Standard Specifications, Reference Specifications, Special Specifications, and specifications in Change Orders or Supplemental Agreements between the Contractor and the Board.

Stop Payment Notice – A written notice as defined in Civil Code section 8044.

Submittal – Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

Successful Bidder – The responsible Bidder submitting a responsive Bid to whom the City makes an award.

Supplier – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

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.

Unit Price Work – Work to be paid for on the basis of unit prices as provided by the Contractor in its Bid or as adjusted in accordance with the Contract Documents.

Warranty – A guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this state, whichever is longer.

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.

1-2.1 Terminology

A new **Section 1-2.1** hereby is **added** to Section 1 of the Greenbook, as follows:

- A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Contractor is implied.
- B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

1-3.3 Institutions

Section 1-3.3 of the Greenbook shall be **amended** to include the following:

- A.P.W.A. – The latest American Public Works Association
- A.W.W.A. – The latest American Water Works Association
- A.S.C.E. – The latest American Society of Civil Engineers
- A.S.M.E. – The latest American Society of Mechanical Engineers
- AQMD – South Coast Air Quality Management District

1-6 Bidding and Submission of the Bid

The following subsections shall be added to Section 1-6 of the Greenbook,

- 1-6.3 Availability of Plans and Specifications.** Plans and specifications may be examined at the Office of the Engineering Manager located at 1370 North

Benson Avenue, Upland, CA 91786. Copies of the plans and specifications, the and proposal forms are available for purchase at the Office of the Engineering Manager.

1-6.4 Approximate Estimate. The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of Bidders and for comparison of bids and is not guaranteed to be correct by the Agency to be the entire amount.

1-6.5 Examination of Plans, Specifications and Site of the Work. Prior to the submittal of a bid response, the Bidder shall examine the Site of the Work along with reviewing the Specifications, Plans, Notice Inviting Bids, Project Proposal, General Provisions, Special Provisions, and the Contract/Agreement.

1-6.6 Proposal Form. All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal will be considered a non-responsive bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give his address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions, and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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)].

1-6.7 Rejection of Proposals Containing Alterations or Irregularities. Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-6.8 Proposal Guaranty. All bids shall be presented in a sealed envelope and shall be accompanied by "Proposal Guaranty" made payable to the Agency and for an amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-6.9 Withdrawal of Proposals. Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative,

for the withdrawal of such bid is filed with the Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

- 1-6.10 Disqualification of Bidders.** More than one proposal from an individual, a firm or partnership, a Corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.
- 1-6.11 Competency of Bidders.** Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professional Code of the State of California and evidence of such license shall be presented to the Engineer on request. The Engineer may require the Bidder to present satisfactory evidence that he has sufficient experience and that he is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.
- 1-6.12 Material Guaranty.** Before any contract is awarded, Bidders may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.
- 1-6.13 Progress Schedule.** The successful bidder shall submit a progress schedule showing thereon the time he proposes to occupy in prosecuting the various major divisions of the work and his proposed sequence of operations.

1-7 Award and Execution of the Contract

Section 1-7 of the *Greenbook* hereby is amended to read as follows:

- 1-7.1 Consideration of Bids.** Bids will be opened publicly by the Purchasing Coordinator or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work if, in the judgment of the Board, the best interest of the Agency will be promoted thereby.

In all other respects, the remainder of this section shall remain unchanged.

- 1-7.2 Contract Bonds.** Section 1-7.2 of the *Greenbook* shall be **amended** to include the following:

Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil

Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to the City conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. Bonds shall be delivered to the City within ten (10) Days after receipt of the Notice of Award and before execution of the Contract by the City.

- 1-7.3 Award of Contract.** The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within **ninety (90) calendar days** after the opening of the proposals.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

- 1-7.4 Return of Proposal Guarantees.** All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of the rejection.

- 1-7.5 Execution of Contract.** Before the City will execute the Contract, the Contractor shall furnish and file with the City a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements, as well as any other documents specified in the Contract Documents, within ten (10) calendar days after receipt of the Notice of Award, unless otherwise specified by the City. Upon receipt of the required Contract Documents, the City will execute the Contract, establishing the Effective Date of the Contract.

- 1-7.6 Evidence of Insurance.** Prior to commencing any Work but no later than ten (10) Days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted any and all Certificates of Insurance and Endorsements, showing that the Contractor has the required insurance, to the attention of the City. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all of the required insurance has been received and approved.

- 1-7.7 Contractor's Failure to Perform.** Should Contractor fail to comply with timelines provided above, the City shall retain the right to enforce and collect on the Contractor's Bid Guarantee, rescind award to the Contractor and award the Contract to the next lowest responsive, responsible bidder as determined by the City. If the City elects to accept bonds and insurance submitted late, the Contract Times will begin to run as of the date stated in the Notice to Proceed. However,

the number of days beyond the original ten (10) Days it took to receive the properly executed Contract and related items may be deducted from the Contract Times.

- 1-7.8 Commencement of Contract Times; Notice to Proceed.** The City will not issue a Notice to Proceed until after the Effective Date of the Contract. Work shall commence within ten (10) Days of the date stated in the Notice to Proceed. The Contract Times begin to run on the date specified in the Notice to Proceed. No Work shall be done at the Site prior to the issuance of the Notice to Proceed.

SECTION 2 SCOPE OF THE WORK

2-4 Cooperation and Collateral Work.

Section 2-4 of the Greenbook shall be **amended** to include the following:

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

2-5 The Contractor's Equipment and Facilities.

2-5.2 Temporary Utility Services.

Section 2-5.2 of the Greenbook shall be **amended** to include the following:

All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in

the Contract Documents. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted. For Work to be performed in existing City facilities, Contractor may use the City's existing utilities, provided such use is reasonable under the circumstances. If Contractor uses the City utilities, it will not need to compensate the City for reasonably consumption of utilities, but Contractor will be responsible for any excessive, unreasonable or wasteful utility usage. Amounts due the City under this section may be deducted from progress payments.

A new **Section 2-11** hereby is **added** to Section 2 of the Greenbook, as follows:

2-11 Substitution Requests, Schedule of Submittals, and Schedule.

- A. Substitution Requests. Within fifteen (15) Days after Notice of Award (unless otherwise specified in the Contract Documents), Contractor shall provide all substitution requests as further described in Section 4-9.
- B. Schedule of Submittals. Within five (5) Days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), Contractor shall submit to the City a Schedule of Submittals that conforms with the requirements of Section 5-22.
- C. Schedule. Within ten (10) days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), the Contractor shall submit a construction schedule that conforms with the requirements of Section 6-1.1.

SECTION 3 CONTROL OF THE WORK

3-3 Subcontractors.

Section 3-3 of the Greenbook shall be **amended** to include the following:

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

The City reserves the right to accept all subcontractors. The City's acceptance of any Subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

Prior to substituting any Subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

3-4 Authority of the Board and the Engineer.

Section 3-4 of the Greenbook shall be **replaced** in its entirety with the following:

The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Contract Documents. The Contractor shall promptly comply with instructions from the Engineer.

The decision of the Engineer is final and binding on all questions relating to:

1. quantities;
2. acceptability of material, equipment, or work;
3. execution, progress or sequence of work;
4. interpretation of the Plans, Specifications, or other Contract Documents; and
5. Any other areas specifically identified in the Contract Documents or under the law.

Compliance with instructions from the Engineer shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the Board.

3-5 Inspection.

Section 3-5 of the Greenbook shall be **amended** to include the following:

The Contractor shall give the Engineer notice of the time when he or his subcontractors will start the various units of operations of the work. Notice shall be given at least forty-eight (48) hours in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of his representative or inspector on the work. Any work performed by the Contractor or his subcontractors in conflict with said notice shall be removed if so ordered by the Engineer or his representative or inspector on the work.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity.

3-7 Contract Documents.

3-7.1 General.

New **Section 3-7.1.1 thru 3-7.1.6** hereby are **added** to Section 3-7.1 of the Greenbook, as follows,

- 3-7.1.1 Examination of Contract Documents; Site.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project Site, and other information given to Contractor as to materials and methods of construction and other

Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

3-7.1.2 Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

3-7.1.3 Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

3-7.1.4 Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

3-7.1.5 Intent of Contract Documents. The Contract Documents are complementary; what is required by any one will be binding as if required by all. 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 reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to the City.

The Contractor shall furnish, unless otherwise provided in the Contract Documents, all materials, implements, machinery, equipment, tools, supplies and labor necessary to the prosecution and completion of the Project.

Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in these General Conditions.

If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.

Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in

dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3-7.1.6 Reference Standards. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

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 the City, Contractor, 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 the City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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.

3-7.2 Precedence of the Contract Documents.

Section 3-7.2 of the Greenbook is **amended** to include the following:

The Contract Documents are intended to be fully cooperative and complementary. 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 the City any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from the City before proceeding with any Work affected thereby. 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 (i) any Applicable Law, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written Request for Information (RFI) to the City. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

A new **Section 3-7.3** hereby is **added** to Section 3-7 of the Greenbook, as follows,

3-7.3 Amending and Supplementing Contract Documents. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by Change Order or written amendment to the Contract duly executed by the parties. The requirements of the

Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to the City, by one or more of the following ways:

1. The City's review of a Submittal, Shop Drawing, Sample or substitution request without exception (subject to the provisions of the Contract Documents); or
2. The City's issuance of a response to an RFI.

However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

A new **Section 3-7.4** hereby is **added** to Section 3-7 of the Greenbook, as follows,

3-7.4 Reuse of Documents. Contractor and any Subcontractor or Supplier 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 of Record or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the City and Engineer of Record and specific written verification or adaptation by Engineer of Record.

The prohibitions of this Article will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3-8 Submittals.

3-8.1 General.

New **Section 3-8.1.1 through 3-8.1.3** shall be **added** to Section 3-8.1 of the Greenbook, as follows,

3-8.1.1 Schedule of Submittals. Within five (5) Days after the Notice to Proceed (unless otherwise specified in the Contract Documents), Contractor will prepare and deliver a Schedule of Submittals to the City that has been fully integrated with the progress schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to the City. Each Submittal must be delivered to the City at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

3-8.1.2 Submittal Procedures. Contractor will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

- a. Submittals must be transmitted electronically.
- b. Transmittals will be sequentially numbered. Contractor to mark revised Submittals with original number and sequential alphabetic suffix.
- c. Each Submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification Section number appropriate to Submittal.
- d. By transmitting a Submittal, Contractor certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.
- e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.
- f. When Submittal is revised for resubmission, Contractor shall promptly address the City's comments and resubmit. Contractor shall identify changes made since previous submission.
- g. The City's review of Shop Drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called the City's attention to such deviations at time of submission and the City has taken no exception to the deviation. The City's review of Shop Drawings shall not relieve Contractor from responsibility for errors in Shop Drawings.
- h. Submittals not required by the Contract Documents or requested by the City will not be acknowledged or processed.
- i. Incomplete Submittals will not be reviewed by the City. Delays resulting from incomplete Submittals are not the responsibility of the City.
- j. Contractor shall not be entitled to any extension of the Contract Times as a result of the Submittal process.
- k. Contractor shall allow a minimum of 20 working days for review of Submittals unless otherwise specified in the Contract Documents.

Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed

prior to the City review and approval of the pertinent submittal will be performed at the sole risk and expense and responsibility of Contractor.

3-8.1.3 Schedule Milestone for Submittals. Contractor must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the Submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the delayed Submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the Submittal is due until the date a compliant Submittal is made. A compliant Submittal will be one that is complete and satisfies the requirements of the Contract Documents.

3-8.3 Shop Drawings.

Section 3-8.3 of the Greenbook shall be **amended** to include the following:

1. 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 the City the services, materials, and equipment Contractor proposes to provide and to enable the City to review the information for assessing conformance with information given and design concept expressed in Contract Documents.
2. When required by individual Specification sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.
3. Shop Drawings for steel structures shall consist of shop details, erection and other working Drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work.
4. Shop Drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the Drawings furnished by the Engineer. These may include drawings for false work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.
5. Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.

New **Section 3-8.3.1 through 3-8.3.3** shall be **added** to Section 3-8.3 of the Greenbook, as follows,

3-8.3.1 Submittal. Before submitting each Shop Drawing or Sample, Contractor shall have:

1. 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. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

3-8.3.2 Notice of Variations. With each Submittal, Contractor shall give the City 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 Drawings or Sample Submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to the City for review and approval of each such variation.

3-8.3.3 Samples. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable the City to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

3-8.3.4 City's Review.

1. The City will review Shop Drawings and Samples in accordance with the Schedule of Submittals. The City's review and acceptance 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. The City 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. The City's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the City has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

3-8.3.5 Resubmittal Procedures. Contractor shall make corrections required by the City and shall return corrected 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 the City on previous Submittals.

3-9 Subsurface Data.

Section 3-9 of the Greenbook shall be **amended** to include the following:

When a soils investigation report for the Site is available, such report is provided for informational purposes only. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the Site before submitting its Bid and must make whatever tests it deems appropriate to determine the condition of the soil.

City of Upland geology is an alluvial fan. These soil conditions are such that large rock cobble and boulders may be encountered during excavation. The Contractor shall be responsible for the removal and disposal of unsuitable material.

3-10 Surveying.

Section 3-10 of the Greenbook shall be **amended** to include the following:

3-10.1 General.

Section 3-10.1 of the Greenbook shall be amended to include the following paragraph:

The Contractor is responsible to hire a Registered Civil Engineer or a Licensed Land Surveyor authorized to practice land surveying within the State of California to provide construction surveying, staking, and layout surveys required for the control and completion of the work, and all necessary surveys to compute quantities of Work performed, at the expense of the Contractor.

A new **Section 3-10.2** shall be **added** to **Section 3-10** of the Greenbook, as follows,

3-10.2 Permanent Survey Markers: The Contractor shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks. The Contractor's Registered Land Surveyor, or Registered Civil Engineer authorized

to practice land surveying, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction, and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer, or the owner on Private Contracts. The Contractor shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California. The Contractor's surveyor shall file all Corner records with the County of San Bernardino, with all costs paid by the Contractor.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within seven (7) days of finished paving unless otherwise required by the Agency.

3-12 Work Site Maintenance.

3-12.1 General.

New **Section 3-12.1.1 through 3-12.1.4** hereby are **added** to Section 3-12.1 of the Greenbook, as follows,

3-12.1.1 Sanitary Facilities. Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with local codes and ordinances. Toilets shall be placed inside sealed secondary containment devices installed on a flat, level surface. Accumulated liquids in the secondary containment devices shall be properly removed and legally disposed without spillage onto the ground. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

3-12.1.2 Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the City. Unless otherwise specified in the Special Provisions, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, 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 City or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

3-12.1.3 Site Maintenance. 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. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

3-12.1.4 Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and make it ready for utilization by the City. 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.

Section 3-12.2 of the Greenbook is **amended** to read as follows:

3-12.2 Dust and Air Pollution Control.

3-12.2.1 Dust Control. Contractor, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

3-12.2.2 Air Pollution Control. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify the City against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of

its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

Section 3-12.3 of the Greenbook is **amended** to read as follows:

3-12.3 Noise Control.

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

3-12.6 Water Pollution Control.

3-12.6.1 General.

Section 3-12.6.1 of the Greenbook shall be **amended** to include the following:

- f) Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- g) Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California State Water Resources Control Board Order Number 2009-0009-DWQ (NPDES Permit No. CAS000002), as amended by Order Numbers 2010-0014-DWQ, 2012-0006-DWQ, and any subsequent amendment to or renewal thereof, State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004), Santa Ana Regional Water Quality Control Board

No. R8-2010-0036 (NPDES No. CAS618036), and any amendment or renewal thereof.

- h) Contractor shall comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of the City, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- i) Unless otherwise specified in the Special Conditions or other portion of the Contract Documents, the City has not prepared a Storm Water Pollution Prevention Plan ("SWPPP") or other storm water compliance plan for the Project Site. Contractor shall be responsible for filing the Notice of Intent ("NOI") and for obtaining coverage under the Construction General Permit. This includes filing all necessary documentation including the Permit Registration Documents ("PRDs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a SWPPP for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. All submittals shall be coordinated with the City's Legally Responsible Person and Authorized Signatory as those terms are defined in the Construction General Permit. Before any NOI, PRD, SWPPP, or other Construction General Permit-related document may be submitted to the State Water Board or implemented on the Project site, it must first be reviewed and approved by the City and/or City's designee. Contractor shall include all costs of compliance with specified requirements in the Contract Price.

The City retains the right to develop its own documentation for the Project site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the City developed SWPPP. The City expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PRDs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit. The City additionally reserves the right to hire additional

contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the City's sole determination. Any costs incurred by the City in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor.

Notwithstanding the above, for those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004) and any amendment to or renewal thereof.

Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in these Contract Documents, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

The City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and any relevant enforcement entity.

3-13 Completion, Acceptance, and Warranty.

3-13.1 Completion.

Section 3-13.1 of the Greenbook shall be **amended** to read as follows:

The Contractor shall submit a written assertion that the Work has been completed. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection with the City 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. If, in the Engineer's judgement, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is

relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

3-13.1.1 Defective Work Correction.

1. If Contractor fails within a reasonable time after written notice from the City to correct Defective Work, or to remove and replace rejected Work as required by the City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the City may, after seven (7) Days written notice to Contractor, correct, or remedy any such deficiency.
2. In connection with such corrective or remedial action, the City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable the City to exercise the rights and remedies to correct the Defective Work.
3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the City correcting the Defective Work 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 the City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of defective Work.
4. If the Change Order is executed after all payments under the Contract have been paid by the City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to the City. If the Change Order is executed after release of the Project retention, an appropriate amount will be paid by Contractor to the City. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the City correcting Defective Work.
5. Nothing in the warranty or in the Contract Documents shall be construed to limit the rights and remedies available to the City at

law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

3-13.2 Acceptance.

Section 3-13.2 of the Greenbook shall be **amended** to read as follows:

The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. After Contractor has, in the opinion of the Engineer, 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, Record Documents, and other documents required by the Contract Documents, the City shall execute a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the City's evaluation of and determination to accept such defective Work and for the diminished value of the Work. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by the City. If the acceptance of defective occurs after release of the Project retention, an appropriate amount will be paid by Contractor to the City.

3-13.3 Warranty.

Section 3-13.3 of the Greenbook shall be **amended** to read as follows:

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year (or as otherwise indicated in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's

option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand. If the Contractor fails to reimburse the Agency for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- C. In addition to the warranty set forth in this Article, Contractor shall obtain for the City all warranties that would be given in normal commercial practice and assign to the City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final acceptance of the Project by the City as required.
- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify the City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
- E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect or damage, the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

A new **Section 3-14** hereby is **added** to Section 3 of the Greenbook, as follows,

3-14 Meetings.

- 3-14.1 Preconstruction Conference.** Before any Work at the Site is started, a conference attended by the City, Contractor, 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 herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records.
- 3-14.2 Subcontractor Mobilization Meeting.** Prior to the start of each major Subcontractor's Site Work, the Contractor, the involved Subcontractor, and Engineer shall attend a pre-start meeting to discuss the schedule, coordination, procedures, and other administrative issues.
- 3-14.3 Progress Meetings.** The Contractor shall schedule and hold regular progress meetings at least weekly and at other times as requested by Engineer or as required by progress of the Work. The Contractor, City, and all Subcontractors active on the Site shall attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The City will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

A new **Section 3-15** hereby is **added** to Section 3 of the Greenbook, as follows,

3-15 Record ("As-Built") Drawings.

- A. The Contractor shall maintain one record set of Contract Documents at the Site or digitally in an acceptable format. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations. Said Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. Any required as-built drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

- B. These master Record Drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders, shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Record Drawings shall be accessible to the Engineer at all times during the construction period. Failure on the Contractor's part to keep Record Drawings current could result in withholding partial payment.
- C. Upon completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to the Engineers. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to the City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.
- D. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Record Drawings shall be included in Contractor's bid and distributed in the Bid Schedule. No additional compensation shall be made to the Contractor for this Work.

A new **Section 3-16** hereby is **added** to Section 3 of the Greenbook, as follows,

3-16 Ownership of Site Materials Found. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by the City. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Contractor will, as determined by the City's Representative, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided the City shall have the right to use or consume these materials without payment to a third party.

A new **Section 3-17** hereby is **added** to Section 3 of the Greenbook, as follows,

3-17 Existence of Utilities at the Work Site.

3-17.1 Existing Utilities.

1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Project.
2. The City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the City in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities.

3-17.2 Utility Location.

1. 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 utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article.
2. The locating of utilities shall be in conformance with Government Code Section 4216 et seq. except for the City's utilities located on the City's property and not on public right-of-way.
3. A "High Priority Subsurface Installation" is defined in Government Code Section 4216 (j) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
4. A "Subsurface Installation" is defined in Government Code Section 4216 (s) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines."
5. Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 Days before performing any excavation. The date of the notification shall not count as part of the two-working-day notice. Before notifying the appropriate regional notification center, the Contractor shall delineate the area to be excavated. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Engineer written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.
6. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit and in accordance with Government Code Section 4216.4 if the excavation within the "tolerance zone" of a subsurface installation. The Engineer shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

7. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (c) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting." The Contractor shall notify the Engineer in advance of this meeting.

3-17.3 Utility Relocation and Repair.

1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Engineer in writing. The Engineer will supply a method for correcting said interferences in accordance with the responsibilities of this section and Government Code Section 4215. To the extent any delay is caused thereby, Contractor shall submit a notice of delay within five (5) Days of discovery of the circumstances giving rise to the delay in accordance with Article 9.1 Change Orders and Time Extensions.
2. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.
3. The City will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Article 9.1 Change Orders and Time Extensions. 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 City or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Article 9.1 Change Orders and Time Extensions and Article 9.3 Time for Completion and Liquidated Damages.
4. The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs

to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

5. When the Contract Documents 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, unless otherwise stipulated in the Contract Documents.
6. Temporary or permanent 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 for such work.

3-17.4 Construction at Existing Utilities.

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

A new **Section 3-18** hereby is **added** to Section 3 of the Greenbook, as follows,

3-18 Trenches.

3-18.1 Trenches Five Feet or More in Depth. Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or

structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

3-18.2 Excavations Deeper than Four Feet.

1. If the Work involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly within three (3) Days, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:
 - a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the site differing from those indicated.
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
2. The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in Article 9.1 Change Orders and Time Extensions.
3. In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

SECTION 4 CONTROL OF MATERIALS

4-1 General.

Section 4-1 of the Greenbook shall be **amended** to include the following:

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time. Unless otherwise specified, all materials, parts, and equipment furnished by the Contractor in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- B. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.
- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work. Materials shall be stored on the Project Site in such manner so as not to interfere with any operations of the City or any independent contractor.
- D. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. Except for an adjustment to Unit Price Work for item overruns and underruns in accordance with the Contract Documents, no additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Schedule, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

4-2 Protection.

Section 4-2 of the Greenbook shall be **amended** to include the following:

- A. The Contractor shall digitally record video and take photographs of the Project site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Project Site and adjacent improvements immediately prior to the start of Work (minimum 1080p video and 4MP photo). All videos and photographs shall be date and time stamped. The Contractor shall submit the video and photos in digital format on a memory stick before the commencement of Work, along with a map outlining the route and locations of the videos and/or photographs. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the City. All Work shall be solely at the Contractor's risk.
- B. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and

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

- C. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- D. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
 - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the Site over a route designated by the City.
 - 4. Provide any and all dust control required and follow the applicable air quality regulations as appropriate. If the Contractor does not comply immediately with a notice from the City or a public agency responsible for air quality, the City shall have the authority to provide dust control and deduct the cost from payments to the Contractor.
 - 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the City. Contractor shall not unreasonably encumber the Site with its materials.
 - 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.
 - 7. Ensure that existing facilities, fences, and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
 - 8. Preserve and protect from injury all buildings, pole lines and all directional, warning and mileage signs that have been placed within the right-of-way.
 - 9. At the completion of work each day, leave the Work and the Site in a clean, safe condition.
 - 10. Comply with any stage construction and/or traffic handling plans. Access to residences and businesses shall be maintained at all times, except with the City's

written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to the City at least seven (7) Days in advance, and the City may issue or withhold approval in its sole discretion.

- E. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- F. Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify the City, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.
- G. Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the Project.

4-3 Inspection.

4-3.1 General.

Section 4-3.1 of the Greenbook shall be **amended** to include the following:

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
2. The Contractor shall pay for the cost of any minimum "show up" costs of a materials testing technician that was called for by the Contractor but ultimately the Contractor work was not ready for the inspection. Any such costs shall be deducted from any amounts due to the Contractor.
3. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
4. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. Unless otherwise stated and as provided by the Contract Documents, the City shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the

Contract Documents. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

5. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

4-4 Testing.

Section 4-4 of the Greenbook shall be **amended** to include the following:

1. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
2. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
3. Unless otherwise specified in the Special Provisions, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.
4. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer. The Engineer may waive the materials testing requirements and accept a Certificate of Compliance. Material test data may be required by the Engineer to be included with the submittal. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.
5. Copies of mill certificates of composition and quality of all component materials (reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to the City at the time of delivery. City shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.

6. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work, and shall be removed from the Project Site all at the Contractor's expense.

A new **Section 4-9** hereby is **added** to Section 4 of the Greenbook, as follows,

4-9 Requests for Substitutions.

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

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

SECTION 5 LEGAL RELATIONS AND RESPONSIBILITIES

Section 5-0 of the Greenbook is hereby **added** to read as follows:

5-0 General. All references in Section 5 to the Division of Industrial Safety shall mean the State Division of Occupational Safety and Health, or its successor agency or agencies.

5-1 Laws and Regulations.

New **Section 5-1.1 through 5-1.5** hereby are **added** to Section 5-1 of the Greenbook, as follows,

5-1.1 Indemnification. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify, and hold harmless the City, its officials, officers, agents, employees, and representatives, and each of them from and against:

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

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

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

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

The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

- 5-1.2 Applicable Laws.** Contractor shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither the City nor the City's Representative shall be responsible for monitoring Contractor's compliance with any Applicable Laws. If Contractor performs any Work knowing

or having reason to know that it is contrary to Applicable Laws, 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.

- 5-1.3 Permits and Licenses.** Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, including, but not limited to, excavation permit, for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City, unless otherwise specified in the Contract Documents.

The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.

Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

5-1.4 Independent Contractors.

- A. Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the City and are not entitled to benefits of any kind normally provided employees of the City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.
- B. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- C. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5-1.5 Verification of Employment Eligibility. By executing the Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors, and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its Subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

5-1.6 Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

5-3 Labor

5-3.1 General.

Section 5-3.1 of the Greenbook is hereby **amended** to include the following paragraph as follows:

The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Agency, the Board and the Engineer, and all of its and their officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any such discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer.

Section 5-3.2 of the Greenbook is **amended** to read as follows:

5-3.2 Prevailing Wage.

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

Section 5-3.3 of the Greenbook is **amended** to read as follows:

5-3.3 Payroll Records.

1. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Contractor and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
3. Any stop orders issued by the DIR against Contractor or any Subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any Subcontractor.
4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of

Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

8. The responsibility for compliance with this Article shall rest upon the Contractor.

Section 5-3.4 of the Greenbook is **amended** to read as follows:

5-3.4 Hours of Labor.

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. The Contractor shall forfeit, as a penalty to the Agency, the maximum amount authorized under California Labor Code Section 1813 for each laborer, worker or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

Contractor agrees to pay travel and subsistence pay to each worker needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code § 1773.

2. The Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
3. The Contractor shall pay to the City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City.
5. If Contractor gives notice of an inspection pursuant to the Contract Documents, the City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Requested inspections before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two (2) Days' notice for review and approval. Upon written request and approval, the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
6. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed Holidays, unless otherwise approved by the City:
 - a. Powered Vehicles
 - b. Construction Equipment
 - c. Loading and Unloading Vehicles
 - d. Domestic Power Tools

Section 5-3.5 is hereby **amended** to read as follows,

5-3.5 Apprentices. In accordance with the provisions of § 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or

- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

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

Contractor and all Subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the director of Industrial Relations, *ex-officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

New **Section 5-3.6 and Section 5-3.7** hereby are **added** to Section 5-3 of the Greenbook, as follows,

5-3.6 Nondiscrimination/ Equal Employment Opportunity. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

5-3.7 Debarment of Contractors and Subcontractors. Contractors or Subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid, to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

Section 5-4 is hereby **amended** in its entirety to read as follows,

5-4 Insurance

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

A. **Additional Insureds; Waiver of Subrogation.** The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the City, its officers, officials, agents, employees, or volunteers or shall specifically allow Contractor – or others providing insurance evidence in compliance with these specifications – to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the City prior to commencement of work.

B. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or

companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

- C. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide the City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.
- D. **Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
 2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
 3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
 4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage

to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- E. **Automobile Liability Insurance.** Contractor shall provide Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- F. **Contractor's Pollution Liability Coverage.** Contractor shall provide pollution liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- G. Contractor shall require all tiers of Subcontractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by the City. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.
- H. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, if Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- I. **Form and Proof of Carriage of Insurance**
 1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.
3. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The City reserves the right to adjust the monetary limits and types of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
6. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.
7. Products/completed operations coverage shall extend a minimum of three years after the project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officers, officials, agents, employees, and volunteers shall be included as insureds under the policy.

5-7 Safety

5-7.1 Work Site Safety

New **Section 5-7.1.3 through 5-7.1.5** hereby are **added** to Section 5-7.1 of the Greenbook, as follows,

5-7.1.3 Responsibility. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall comply with all Applicable Laws 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.

5-7.1.4 Emergency. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512. The Contractor shall submit an Illness and Injury Prevention Program and a Project Site specific safety program to the City prior to beginning Work.

In emergencies affecting the safety or protection of persons or the Work or Property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the City or the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

5-7.1.5 Hazard Communication Programs. 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 Applicable Laws.

5-7.4 Hazardous Substances

New **Section 5-7.4.1 through 5-7.4.4** hereby are **added** to Section 5-7.4 of the Greenbook, as follows,

5-7.4.1 Hazardous Waste. The City shall not be responsible for any Hazardous Waste brought to the site by the Contractor. If the Contractor: (i) introduces and/or discharges a Hazardous Waste onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to

eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. The City, in its sole discretion, may require the Contractor to retain at Contractor's cost an independent testing laboratory.

5-7.4.2 Encounter. If the Contractor encounters a Hazardous Waste which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify the City (and promptly thereafter confirm such notice in writing).

5-7.4.3 Exposure. Subject to Contractor's compliance with Section 5-7.4.2, the City shall verify the presence or absence of the Hazardous Waste reported by the Contractor, except as qualified under Section 5-7.4.1 and Section 5-7.4.2 in the event such material or substance is found to be present, verify that the levels of the hazardous material are below OSHA Permissible Exposure Levels and below levels which would classify the material as a state of California or federal hazardous waste. When the material falls below such levels, Work in the affected area shall resume upon direction by the City.

5-7.4.4 Indemnification. Contractor shall indemnify and hold harmless the City from and against claims, damages, losses, and expenses, arising from a Hazardous Waste on the Project Site, if such Hazardous Waste exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or information available to bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify the City in the event of the sole or active negligence or willful misconduct of the City, its officers, agents, or employees.

A new **Section 5-7.9** hereby is **added** to Section 5-7 of the Greenbook, as follows,

5-7.9 Traffic Control. Traffic control plans shall be prepared at Contractor's expense. Traffic control shall be performed at Contractor's expense in accordance with the requirements of the City and/or the local agency with jurisdiction. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the City shall be included in the Contractor's Bid. The City may, depending on the complexity of the project, require traffic control plans to be prepared by a California licensed traffic engineer or civil engineer. Said requirement will be identified in the Special Provisions.

All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the Project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the Project for approval prior to starting Work.

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

Section 5-8 of the Greenbook is **added** to read as follows:

5-8 On-Site Responsibilities

5-8.1 Environmental Quality Protection.

- A. The Contractor shall comply with all requirements of applicable federal, state, and local environmental rules and regulations. Any infractions of said rules and regulations by the Contractor during the term of the Contract, which result in penalties, will be the responsibility of the Contractor. The City operates under a number of environmental permits issued by various agencies. If due to an action, inaction, or negligence by the Contractor, the City becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Contractor.
- B. The Contractor shall exercise care to preserve the natural landscape and vegetation and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
- C. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will

be pursuant to the Contract Documents. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

- D. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor shall notify the construction/archeological monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the construction/archeological monitor and/or City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the construction/archeological monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest, and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

5-8.2 Diversion of Recyclable Waste Material. In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

5-8.3 Inspector's Field Office. If required by the City, the Contractor shall be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, an ability to connect to the internet, and a fax machine at Contractor's expense. The field office shall be provided within 20 Days of the Notice to Proceed.

A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

5-8.4 Contractor's Supervision. Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read, and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

5-8.5 Workers. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

Section 5-9 of the Greenbook is **added** to read as follows:

5-9 Miscellaneous

5-9.1 Taxes: Bidder shall include all applicable taxes in the amount bid, including, but not limited to, State Sales Tax, Federal Excise Tax, and any other applicable taxes collected by the City and/or County.

The Agency is exempt from the Federal Excise Tax and exception certificates may be furnished upon request. In certain instances, the bidder and subcontractor may be liable for Federal Excise Tax. Bidder must determine whether Federal Excise Tax is chargeable to him and, if so, the amount of the tax should be included in the amount bid.

Any new or additional taxes levied after the adoption of these specifications that are payable by the Agency are not to be included in the price bid but added thereto when invoiced.

Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

5-9.2 Responsibility for Damage: The Agency, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to persons or property which may be the result of this contract and for which the Agency might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The Board may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

- 5-9.3 Contractor's Responsibility for Work:** Until the formal acceptance of the work by the Engineer as evidenced in writing, the Contractor shall have the charge and care thereof except as provided in § 7-2.2.2 and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portion of the work occasioned by any cause before its completion and final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by acts of war. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City will pay for repair or restoration to damaged Work in excess of 5% of the total Bid.
- 5-9.4 Correction for Errors, Recovery for Errors, Dishonesty or Collusion:** The Agency reserves the right to correct any error that may have been made in any estimate that has been paid. The Agency also reserves the right to claim and recover by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.
- 5-9.5 Rights in Materials and Salvage:** Ownership of material incorporated in the work is vested in the name of the Agency. Any material delivered and paid for in part by the Agency or any material furnished by the Agency to be incorporated in the work, is or becomes the property of the Agency. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials; this does not include demolition items outlined per project specifications) that are the property of the Agency if they are to be removed shall be delivered F.O.B. the storage yard designated by the Agency. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal unless the Contractor is instructed otherwise by the Engineer.
- 5-9.6 Patents.** Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished, or used by Contractor in the performance of this Contract.

- 5-9.7 Document Retention & Examination.** In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

- 5-9.8 Notice.** All notices shall be in writing and either served by personal delivery or mailed to the other party. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to the City shall be addressed to the City as designated in the Notice Inviting Bids unless the City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

- 5-9.9 Notice of Third Party Claims.** Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

- 5-9.10 State License Board Notice.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

- 5-9.11 Assignment of Contract.** Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such

materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

- 5-9.12 Change in Name and Nature of Contractor's Legal Entity.** Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect the City's rights under the Contract, including but not limited to the bonds.
- 5-9.13 Prohibited Interests.** No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting, or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.
- 5-9.14 Controlling Law.** Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.
- 5-9.15 Jurisdiction; Venue.** Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San Bernardino County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.
- 5-9.16 Cumulative Remedies.** 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 Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article 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.
- 5-9.17 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work

or termination or completion of the Contract or termination of the services of Contractor.

5-9.18 Headings. Section and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

5-9.19 Assignment of Antitrust Actions. In accordance with §7103.5(b) of the California Public Contract Code, Contractor and Subcontractors must conform to the following requirements:

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

5-9.20 All Legal Provisions Included.

- A. Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify City in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to City, he shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules, and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- C. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.
- D. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting, or approving any

engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

- E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by City, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

A new **Section 6-0** is **added** to the Greenbook, as follows,

6-0 Contractor's Means and Methods. Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

6-1 Construction Schedule and Commencement of the Work.

6-1.1 Construction Schedule.

New **Section 6-1.1.1 through 6-1.1.6** are **added** to the Greenbook, as follows,

6-1.1.1 General Requirements. The schedule shall be prepared in a Critical Path Method ("CPM") format and in an electronic scheduling program acceptable to the City and as specified in the Contract Documents. Contractor shall deliver the schedule and all updates to the City in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule. Copies are not acceptable.

6-1.1.2 Schedule. The receipt or approval of any schedules by the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract Time. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed, and accepted by the City.

6-1.1.3 Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates

of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall include appropriate time allowances and constraints for submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests. All float shall be owned by the Project. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by the City. For purposes of determining Liquidated Damages, the Contract Time shall control and may only be altered by a duly authorized Change Order.

6-1.1.4 Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the City: (1) prior to the start of construction, if there are any changes to the initial schedule; (2) with each progress payment request; and (3) whenever requested to do so by the City. The City may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon the City's request, Contractor shall submit any schedules or updates to the City in the native electronic format of the software used to create the schedule. Contractor shall also submit schedules showing a two-week detailed look-ahead at weekly meetings conducted with the City. The two-week look-ahead schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time, and it shall clearly state the number of staff to be used on each daily segment of the Work.

6-1.1.5 Acceptance. Acceptance of the schedules by the City will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve Contractor from Contractor's full responsibility therefore.

6-1.1.6 Recovery Schedule.

1. Should any of the following conditions exist, City may require Contractor to prepare, at no extra cost to City, a plan of action and a recovery schedule for completing the Work and achieving all contractual milestones within the allotted Contract Time:
 - a. The Contractor's monthly progress report indicates delays that are, in the opinion of City, of sufficient magnitude that City questions the Contractor's ability to complete the Work;
 - b. The schedule shows the Contractor to be thirty (30) or more days behind the critical path at any time during construction;

- c. The Contractor desires to make changes in the logic or the planned duration of future activities of the schedule which, in the opinion of City, are major in nature.
2. The recovery schedule shall include proposed revisions to the Construction Schedule, demonstrating how Contractor intends to achieve all contractual milestones including Contract completion within the allotted Contract Time. The submittal shall include a narrative describing the actions planned by the Contractor to recover the schedule.
3. Contractor shall submit the Recovery Schedule within seven (7) Days of City's request. If Contractor asserts that City is responsible for the delay, failure to submit the recovery schedule within seven (7) Days of City's request, will be considered a concurrent delay event attributable to Contractor, and Contractor shall only be entitled to non-compensable adjustments to Contract Times. If Contractor is responsible for the delay, this provision will not limit or affect Contractor's liability and failure to submit the recovery schedule with seven (7) Days of City's request may result in City withholding progress payments or other amounts due under the Contract Documents.
4. Contractor is responsible for all costs associated with the preparation and execution of the recovery schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence. Regardless of whether City directs Contractor to prepare a recovery schedule pursuant to this Section, Contractor shall promptly undertake appropriate action at no additional cost to City to recover the schedule whenever the current construction schedule shows that the Contractor will not achieve a milestone and/or complete the Work within the allotted Contract Time.

A new **Section 6-1.3** is **added** to the Greenbook, as follows,

6-1.3 Working Hours. Working hours shall be limited to 7:00 a.m. and 3:30 p.m. unless otherwise authorized, in writing, by the Engineer.

6-3 Time of Completion.

A new **Section 6-3.3** is **added** to the Greenbook, as follows,

6-3.3 Time for Completion. The time for completion set forth in Article 2 of the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be

amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and the City will not compensate Contractor, for delays which impact early completion. Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative, or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date.

6-4 Delays and Extension of Time.

6-4.2 Extensions of Time

Section 6-4.2 of the Greenbook shall be **amended** to include the following:

Contractor's entitlement to an extension of the Contract Time is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its Subcontractors or Suppliers). The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Contractor shall not be entitled to an adjustment in the Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Contractor shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.

6-5 Use of Improvement During Construction.

Section 6-5 of the Greenbook shall be **amended** to include the following:

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

6-6 Suspension of the Work.

Section 6-6.1 shall be **amended** to read as follows,

6-6.1 General.

1. The City may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Contractor. Such notice

of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:
 - a. Immediately discontinue Work on the date and to the extent specified in the notice;
 - b. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
 - c. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City's Representative of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and
 - d. Continue to protect and maintain the Work including those portions on which Work has been suspended.
3. Except as provided by this Section, as full and complete compensation for such suspension, Contractor shall be granted an adjustment in the Contract Price based on a negotiated daily rate that reflects the Contractor's actual costs associated with the demobilized condition of the Site and an extension of the Contract Times equal to the number of days performance of Work is suspended; provided, however, that no adjustment of Contract Price or extension of Contract Times shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

6-7 Termination of the Contract for Default.

Section 6-7.1 shall be **amended** to read as follows,

6-7.1 General.

1. In the sole estimation of the City, if the Contractor
 - a) refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof,
 - b) fails to prosecute the Work according to the schedule approved by the Engineer,
 - c) if the Contractor should be adjudged a bankrupt, make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency,

- d) the Contractor or any of its subcontractors should violate any of the provisions of this Contract,
- e) abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion,
- f) disregards written instructions from the Engineer or materially violates provisions of the Contract Documents,
- g) disregards laws or regulations of any public body having jurisdiction, or
- h) commits continuous or repeated violations of regulatory or statutory safety requirements,

then the Agency will consider the Contractor in default of the Contract. The City may serve written notice upon the Contractor and its surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

- 2. After expiration of the ten (10) Day period, the City may terminate the Contract by providing a Notice of Termination to the Contractor. The City may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project performance bond. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Work. If the City takes over the Work, the City may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.
- 3. Upon termination, Contractor shall not be entitled to receive any further payment from the City, except for Work which was duly performed prior to the effective date of the Notice of Termination. Contractor shall submit an invoice for final payment within thirty (30) Days of the effective date of the Notice of Termination. The City may withhold from final payment up to 150% of any disputed amounts, including any amounts which may be necessary to repair defective Work, complete unfinished Work, or are otherwise occasioned by Contractor's failure to perform its duties under the Contract.

6-8 Termination of the Contract for Convenience.

Section 6-8 shall be **amended** to read as follows,

- 1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, upon ten (10) Days written notice if the City determines that a termination is in the City's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.
3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice.
 - b. Complete any Work specified in the Notice of Termination in a least cost/ shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
 - f. Submit to the City's Representative, within ten (10) Days from the effective date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 Days after the effective date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience." If the City rejects any costs, Contractor shall be deemed to waive the rejected costs unless Contractor files a Claim within thirty (30) Days of the rejection pursuant to Section 6-14.
 - g. Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this Section are in addition to and not in limitation of any other rights or remedies available to the City.
4. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.

5. Notwithstanding any other provision of this Section, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.
6. If the City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

Section 6-9 shall be **amended** to read as follows,

- 6-9 Liquidated Damages.** If the Work is not completed within the Contract Time(s), it is understood that the City will suffer damage. In accordance with Government Code section 53069.85 and Public Contract Code section 7102, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

A new **Section 6-10** is **added** to the Greenbook, as follows,

- 6-10 Reverse Liquidated Damages.** Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to unreasonable delays to the critical path for which the City is responsible. The parties agree that determining Contractor's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day or working day in excess of the time for completion set forth in Article 2 of the Contract for Construction, the City shall pay to the Contractor the sum stipulated in the Contract per day. Such amount shall constitute the only payment allowed for any City-caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Contractor shall not be entitled to reverse liquidated damages for any change in the Work in which Contractor is compensated for overhead and profit through a change in Unit Price Work or a Change Order resulting in a lump sum or allowed mark-up for the additional Work. The amount of reverse liquidated damages shall be reduced by Contractor's concurrent delays.

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

A new **Section 6-11** is **added** to the Greenbook, as follows,

6-11 Force Majeure. In accordance with 6-4.2 and 6-10, the Contractor shall not be charged liquidated damages, and the City shall not be responsible, for any delays resulting from a Force Majeure Event. If a delay to the critical path results from a Force Majeure Event, the Contractor will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays.

A new **Section 6-12** is **added** to the Greenbook, as follows,

6-12 Procedure for Time Extensions and Delay Damages. Contractor shall not be entitled to any extension of time or any reverse liquidated damages unless Contractor properly notices the delay and adjustment to compensation and requests a Change Order in accordance with 6-13 Change Orders. Contractor's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Contractor's right to a time extension or reverse liquidated damages.

A new **Section 6-13** is **added** to the Greenbook, as follows,

6-13 Change Orders. All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Section. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and Contractor's compensation and the time for completion shall be adjusted accordingly. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

6-13.1 Change in Contract Procedures.

6-13.1.1 City Directive. The City may direct changes in the Work by delivering a written directive. To the extent the work directive results in a change to compensation or time, Contractor must timely request a Change Order and comply with all Change Order procedures in accordance with this Section. Notwithstanding issuance of a work directive, Contractor's failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to compensation or time extension for Work performed under the directive. The City shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

6-13.1.2 Contractor's Notice of Change/ Delay. If Contractor intends to initiate a Change Order Request, then Contractor shall provide the City with written notice of the underlying facts and circumstances that gave rise to the proposed change within the following times:

- a. If due to unknown subsurface or latent physical conditions, within three (3) days from the discovery date or prior to the alterations of the conditions, whichever is earlier.
- b. If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, which shall be no longer than three (3) days from the date the Contractor discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) days is not possible or practicable.
- c. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) days from the discovery date.

To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Contractor shall submit the notice of change and notice of delay concurrently.

6-13.1.3 Request for Change in Compensation and/ or Extension of Time.

Contractor shall submit a Change Order Request for any adjustment to Contractor's compensation and/or any extension of time. The Change Order Request shall be made prior to incurring any expense and within fourteen (14) Days from either Contractor's notice of change/delay or the City's directive ordering the change. The Change Order Request shall include all of the following information (unless inapplicable to the change):

- a. A detailed description of the circumstances giving rise to the request;
- b. A complete itemized cost proposal, including itemized pricing for first tier Subcontractors;
- c. Supporting documentation for all costs;
- d. A time impact analysis showing the impact of the delay to the critical path to completion;
- e. If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and
- f. Certification to the accuracy of the Change Order Request under penalty of perjury.

The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities

and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule.

The City may demand, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Contractor shall provide the requested additional information within five (5) Days of the request.

For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to the City notice of the costs or information and all supporting documentation within five (5) Days of when the costs or other information become subject to determination.

6-13.1.4 City's Final Decision on Change Order; Ordered Changes. If the City denies the Change Order Request or disagrees with the proposal submitted by Contractor, it will notify the Contractor, and the City will provide its opinion of the appropriate price and/or time extension. If no agreement can be reached, the City shall have the right to order the Work performed on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City shall also have the right to order changes in the Work to be performed promptly by the Contractor on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City's determination shall become final and binding if the Contractor fails to submit a Claim in writing to the City within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the City may reasonably require.

6-13.1.5 Contractor's Waiver of Further Relief. CONTRACTOR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE/DELAY AND/OR CHANGE ORDER REQUEST, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS SECTION, SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

Contractor recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the City or available to the City through other means, is not a mere formality but is of crucial importance to the ability of the City to promptly identify,

prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Section, shall accordingly be insufficient.

6-13.1.6 Change Order Format.

- a. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect, and overhead) related to the Work authorized by the Change Order.
- b. The City may designate the forms to be used for notices, requests, and Change Orders. If so designated, Contractor may only use such forms. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's Change Order form in an attempt to reserve additional rights.

6-13.2 Determining Adjustments to Compensation.

6-13.2.1 Limitation on Costs. Contractor shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Section. The City Manager may approve Additional Work up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). In no event shall the total sum of the agreement (Contract Price and Additional Work) exceed fifty thousand dollars (\$50,000.00). Any additional work in excess of this amount shall be approved by the City Council. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

6-13.2.2 Unit Price Change Orders. When the actual quantity of a Unit Price Work item varies from the Bid Schedule, compensation for the change in quantity will be calculated by multiplying the actual quantity by the unit price. This calculation may result in either an additive or deductive Change Order. Bid items included on the Bid Schedule may be deducted from the Work in their entirety without any negotiated extra costs. Because Unit Price Work includes overhead and profit as determined by Contractor at the time of its Bid submission, no mark up or deduction for overhead and profit will be allowed.

6-13.2.3 Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Contractor and the City.

6-13.2.4 Time and Materials Change Orders. The City may direct the Contractor to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Contractor exceeds at its own risk.

6-13.2.5 Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

6.13.2.6 Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows:

- a. **Labor.** The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state, or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- b. **Materials.** The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer's invoice.
- c. **Tool and Equipment Use.** Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate

to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the City for the total period of use. The City shall make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of \$1,000 or less.

- (i) The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (ii) All equipment shall, in the opinion of the City, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 - (iii) Before construction equipment is used on any Additional Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City, in duplicate, a description of the equipment and its identifying number.
 - (iv) When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.
- d. **Allowed Mark-up.** The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:
- (i) "Net Cost" is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and Subcontractors at cost only, without mark-up. Contractor shall provide the City with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the City may reasonably request.
 - (ii) For Work performed by the Contractor's forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.
 - (iii) For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of

the Subcontractor's Net Cost of the Work to which the Contractor may add up to five percent (5%) of the Subcontractor's Net Cost.

- (iv) For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Contractor may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
- (v) No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
- (vi) Calculation of the mark-up will be subject to the limitations above and to calculation as further detailed in (b)(B)(5) above.

e. Documentation of Time-and-Material Costs.

- (i) T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the City's agreement to Contractor's entitlement to the cost.
- (ii) T&M Summary Sheet. Contractor shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Contractor's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the Additional Work.

f. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Contractor's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:

- (i) Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents,

timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Work;

- (ii) Office Expenses. Expenses of Contractor's principal and branch offices;
- (iii) Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
- (iv) Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
- (v) Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
- (vi) Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
- (vii) Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
- (viii) Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
- (ix) Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- (x) Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing,

electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.

- (xi) Compliance with Federal Cost Principles. If the Project is federally funded, any costs that are not allowable, reasonable, and allocable to the Project, under generally accepted accounting principles and the applicable federal requirements.

A new **Section 6-14** is **added** to the Greenbook, as follows,

6-14 Resolving Claims. Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of 6-13, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

B. **Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor for:

1. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the City;
2. Payment by the City of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or
3. An amount the payment of which is disputed by the City.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

C. **Filing Claims.** Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than thirty (30) Days after a request for

change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

D. Documentation. The Contractor shall submit all Claims in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made
2. List of documents relating to Claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
3. Chronology of events and correspondence
4. Narrative analysis of Claim merit
5. Analysis of Claim cost, including calculations and supporting documents
6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

E. City's Response. Upon receipt of a Claim pursuant to this Section, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the

Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, the City may request in writing additional documentation supporting the Claim or relating to defenses or Claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor. The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- F. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- G. **Mediation.** Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 2. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.
 3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 of the California Public Contract Code to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.
- H. **Procedures After Mediation.** If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.
- I. **Civil Actions.** The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- J. **Government Code Claim Procedures.**
1. This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.
 2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims

and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the City.

3. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the City.
4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

K. **Non-Waiver.** The City's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Section.

SECTION 7 MEASUREMENT AND PAYMENT

7-2 Lump Sum Work.

Section 7-2 shall be **amended** to read as follows,

Items for which quantities are indicated "Lump Sum", "LS", or "Job", shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

Contractor shall furnish on forms approved by the City within ten (10) Days of the Notice to Proceed, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such a form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's applications for payment. Contractor shall submit the schedule of values prior to submitting its first application for payment, and the City will not issue any payment until it receives and approves the schedule of values.

7-3 Payment.

7-3.1 General.

Section 7-3.1 of the Greenbook shall be **amended** to include the following:

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow

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

A new **Section 7-3.1.1** is **added** to the Greenbook, as follows,

7-3.1.1 Progress Estimates and Payment.

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid. Contractor shall include any amount earned for authorized Additional Work. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.
- B. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section C below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.
- C. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:
 - 1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 - 2. Defective work not remedied.
 - 3. Failure of Contractor to make proper payments to his Subcontractor or for material or labor.
 - 4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.
 6. Amounts which may be due the Count for claims against Contractor.
 7. Failure of Contractor to keep the Record Drawings up to date.
 8. Failure to provide update on construction schedule as required herein.
 9. Site cleanup.
 10. Failure to comply with Contract Documents.
 11. Liquidated damages.
 12. Legally permitted penalties.
- D. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (C)(1), (3), and (5) of this Section, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 Days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of Days by which the Engineer exceeds the seven (7) Day requirement.
- F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.
- G. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

7-3.2 Partial and Final Payment.

A new **Section 7-3.2.1** is **added** to the Greenbook, as follows,

7-3.2.1 Final Acceptance and Payment.

- A. Following the City's acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request. The City shall have the right to adjust any estimate of quantity and to correct any error made in any estimate for payment.
- B. When the Work has been accepted there shall be paid to Contractor a sum equal to the Contract Price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the Contract. The final five percent (5%), or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of substantially complete, shall not become due and payable until as required by Public Contract Code section 7107. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the Contract Price less any amounts due the City under the terms of the Contract.
- C. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of completion, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this Work and for every act of negligence of the City and for all other claims relating to or arising out of this Work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this Contract.
- D. In case of suspension of the Contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the Contract Price.
- E. Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the Work by the City including any

operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.

- F. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its Subcontractors from whom retention has been withheld each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor if the payment is consistent with the terms of the subcontract.

7-3.4 Mobilization.

Section 7-3.4 of the Greenbook shall be **amended** to include the following:

Payment for mobilization based on the lump sum provided in the Bid Schedule, shall constitute full compensation for all such Work. No payment for mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.
2. Moving on to the Project Site of all Contractor's plant and equipment required for the first month's operations.
3. Installing temporary construction power, wiring, and lighting facilities, as applicable.
4. Establishing fire protection system, as applicable.
5. Developing and installing a construction water supply, as applicable.
6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.
7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

9. Arranging for and erection of Contractor's work and storage yard.
10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
11. Full-time presence of Contractor's superintendent at the job Site as required herein.
12. Submittal of construction schedule as required by the Contract Documents.

7-3.5 Contract Unit Prices.

Section 7-3.5 shall be **amended** to read as follows,

1. 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 multiplied by the estimated quantity of each item as indicated in the Contract. 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. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and or profit for each separately identified item.
2. Unless otherwise specified, payment will be based on the actual quantities of Work as verified and approved by the Engineer, based on the price per unit as set forth in the Bid.
3. The City or Contractor may initiate a Change Order or Change Order Request to adjust the Contract Price in accordance with Contractor Documents based on actual quantities of Unit Price Work. The City or Contractor may make a claim for an adjustment in the Unit Price in accordance with the Contract Documents if:
 - a. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and
 - b. there is no corresponding adjustment with respect to any other item of Work; and
 - c. Contractor believes that Contractor is entitled to an increase in unit price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in unit price and the parties are unable to agree as to the amount of any such increase or decrease.

If the actual quantity of an item or work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 25 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the bid quantity by more than 25 percent, payment will be made per 7-3.5.2 or 7-3.5.3 as appropriate.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 7-3.7.

A new **Section 7-3.9** hereby is **added** to the *Greenbook* as follows:

7-3.9 Resolution of Construction Claims. Pursuant to the requirements of California Public Contract Code § 20104(c), set forth below is the procedure for resolution of construction claims by the contractor. This provision shall only apply to those claims specified in § 20104 of the California Public Contract Code:

§ 20104. Application of article; inclusion of article in plans and specifications

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000.00) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with § 10240) of Chapter 1 or Part 2.

(b)(1) "Public work" means a public work contract as defined in §§ 1101, 3100 and 3106 of the Public Contract Code, but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money of damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2 Claims; Requirements; Tort Claims Excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or

supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his

or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4 Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with § 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding § 11411.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with § 2016) of Chapter 3 of Title 3 of Part 4 of the code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expense shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with § 1411.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

§ 20104.6 Payment on undisputed portion of claim; interest on arbitration awards or judgments

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under § 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

7-4.3 Markup

Section 7-4.3.1 and 7-4.3.2 of the Greenbook shall be **replaced** in its entirety with the following:

7-4.3.1 Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the entire markup for all overhead and profits:

1. Labor 15%
2. Materials 10%
3. Equipment Rental 8%
4. Other Items and Expenditures..... 5%

To the sum of the costs and markups provided for in this subsection, 1% shall be added as compensation for bonding.

7-4.3.2 Work by Subcontractor. When all or part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on the work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 General.

Section 8-1 of the Greenbook shall be **amended** to include the following:

The City, Engineer, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

SECTION 1 GENERAL REQUIREMENTS

1-01 GENERAL

The Contractor shall furnish in accordance with the plans and specifications, all labor, equipment, time, and materials required for the construction of all work as outlined herein. All work shall comply with the **2018 edition** of the Standard Specifications for Public Works Construction (SSPWC), commonly known as the "Green Book", the Standard Plans for Public Works Construction (SPPWC), and the latest edition of Caltrans Standard Specifications, and Caltrans Standard Plan.

The Contractor shall furnish in accordance with the plans and specifications, all labor, materials, tools, equipment, time, and incidentals required for the construction of all work as outlined herein.

Unless specifically covered under a separate bid item on Section 2, "Definition of Bid Items," or noted below, full compensation for complying with all the requirements of this Section 1, "General Requirements," shall be considered as included in the various bid items of work, and no additional compensation will be allowed or paid for.

1-02 DESCRIPTION OF WORK

The work to be performed under this Contract generally consists of expanding the second floor reception lobby over the current first floor reception lobby consisting of placement of three (3) structural steel beams and associated supporting hardware, installation of a composite steel and light-weight concrete flooring system, installation of addition wall receptacle outlets and wiring, installation of first floor ceiling framing and drywall on the underside of the new floor extension including lighting for the first floor, and removal and replacement of the carpet flooring within the 2nd Floor Reception Area.

The Contractor will furnish all transportation, materials, tools, time, equipment, labor and supplies to complete the improvements, together with the appurtenant work necessary or incidental to complete, in a workmanlike manner, the improvements as contemplated and as intended by these Specifications.

1-03 COMPLETION AND ACCEPTANCE

A. Guarantee of Work and Materials

The Contractor shall guarantee that all work performed by him under this contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one (1) year from the date of acceptance of the work by the City Council, the Contractor shall, at his own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions, including repair of settled backfill and resurfacing.

Such repair and replacement shall be made promptly upon receipt of written notice from the City. If the contractor fails to make such repair and replacement promptly,

the City may cause the work to be done and the cost incurred thereby shall become the liability of the Contractor and his surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article.

If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may, notwithstanding the provisions of this article, proceed to make such correction and the costs of such correction shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not, in any way, limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defect, fraud, or implied warranties. Contractor's bonds shall remain in force during the warranty period.

B. Liquidated Damages

Liquidated Damages shall be in the amount of ***Two Hundred and Fifty Dollars, (\$250)*** per calendar day in excess of the time allowed under this Contract. This amount shall be deducted from any compensation due the Contractor should he fail to complete the work required by the terms of his contract within the time specified herein, plus any authorized time extension.

1-04 CONSTRUCTION START DATE AND TIME OF COMPLETION

The City is anticipating award of the Construction Contract in **December 2024**. Contractor shall execute all required documents in an expeditious manner (i.e., Agreement, Insurance, Bonds, etc.) so that the construction can begin no later than three weeks after the award of bid. The Contract Time shall commence on the date of issuance of the City's written Notice to Proceed (NTP). The Contractor undertaking the work hereinafter specified will be required to complete all work within ***one hundred twenty (120) calendar days*** following date of issuance of the City's written NTP. The ***one hundred twenty (120) calendar days*** shall include lead time for the manufacture / order of material required on this project.

The Contractor shall submit to the City for approval, a construction schedule at least 10 days prior to starting work.

1-05 WORK HOURS

Permitted work hours shall be 7:00 a.m. to 3:30 p.m., Monday through Friday. The Contractor shall take all necessary steps to minimize inconvenience to residents, businesses, and the public.

Work in excess of eight (8) hours per day, on Saturdays, Sundays, or legal holidays, requires prior consent of the City Engineer and is subject to Cost of Overtime Construction Inspection. Should the Contractor desire to perform work during these periods, he must submit his written request to the City Engineer at least forty-eight (48) hours prior to the anticipated start of such work. No work outside the permitted work hours stated above shall proceed without the approval of the City Engineer.

1-06 STORAGE OF MATERIALS AND EQUIPMENT

The storage of materials and equipment will not be allowed on public streets or in the public right of way unless prior arrangements have been made with the Engineer. The Contractor shall be responsible for obtaining a storage site at the Contractor's sole expense. The Contractor shall provide the City with a copy of the written permission from the property owner for the use of the site if the property is not owned by the Contractor or the City.

1-07 SAFEGUARDING OF EQUIPMENT, MATERIALS, AND WORK

The Contractor shall properly safeguard all equipment, materials, and work against loss, damage, malicious mischief, or tampering by unauthorized persons until acceptance of the work by the City. Locked and covered storage or continuous surveillance by a watchman shall be provided by the Contractor if required to accomplish this task.

1-08 NEW MATERIALS AND EQUIPMENT

Unless otherwise specified, shown, or permitted by the Engineer, all materials and equipment incorporated in the work shall be new and of current manufacture. The Engineer may request the Contractor to furnish the manufacturer's certificates to this effect.

1-09 MATERIAL TESTING

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications.

No materials shall be used until they have been approved by the Engineer.

The Contractor shall at his expense furnish the City, in triplicate, certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the City shall not be incorporated in the work, unless the Engineer shall have notified the Contractor, in writing, that such testing and inspection will not be required.

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work.

All soil and material testing lab/firm shall be approved by the Engineer prior to start of construction. Any subsequent soil and material tests deemed necessary due to the failure of initial tests will also be at the Contractor's sole expense.

All materials furnished and all work performed under the Contract shall be subject to inspection by the Engineer. The Contractor shall be held strictly to the true intent of the

Specifications and Drawings in regard to quality of materials, workmanship, and diligent execution of the Contract. Such inspection may include mill, plant, shop, or field inspection as required. The Engineer shall be permitted access to all parts of the work, including plants where materials or equipment are manufactured or fabricated. The Engineer shall be furnished with such materials, information, and assistance by the Contractor, subcontractors, and suppliers as is required to make a complete and detailed inspection.

The Engineer will make, or have made, such tests as he deems necessary to assure that the work is being accomplished in accordance with the requirements of the Contract. In circumstances where it is suspected that proper procedures and/or materials are not being followed or used, any testing required by the Engineer shall be at the Contractor's expense. It is understood and agreed that the making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

1-10 ORDER OF WORK AND SCHEDULE OF WORK

The Contractor shall be responsible for performing all work in accordance with the requirements of the Plans and Specifications and in the order indicated on his approved schedule of work.

At least ten days prior to starting work, the Contractor shall submit to the Engineer for approval, a construction schedule, in accordance with Section 6-1.1, "Construction Schedule," of the SSPWC. The progress schedule shall be consistent in all respects with the time and order of work requirements described in these Special Provisions.

1-11 CHANGES IN WORK

The City reserves the right to make such alterations, deviations, additions to or omissions from, the Plans and Specifications, including the right to increase or decrease the quantity of any Bid Item or portion of the work to match the funding available for the project, or to omit any Bid Item or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

1-12 SUSPENSION OF WORK

The Engineer acting on behalf of the City may, by written notice to the Contractor, suspend the work in whole or in part for such period or periods as the Engineer may deem necessary, due to unsuitable weather, delay in delivery of City-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to provide materials or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within 10 calendar days of receipt from the Engineer of written Notice to Proceed. The Contractor shall have no claim for damages alleged to have been suffered by reasons of any suspension of the work without termination of the Contract, and Contractor shall receive no additional compensation because of any such suspension.

1-13 USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially

completed portions of the work, notwithstanding the time for completing the entire work or such portions as may not have expired; but such taking possession and use shall not be deemed an acceptance of the work not completed in accordance with the Contract Documents.

1-14 FAILURE TO COMPLY

If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Engineer, the City may have such provision or orders carried out by others at the expense of the Contractor.

1-15 NONCOMPLIANCE WITH PLANS AND SPECIFICATIONS

Failure of the Contractor to comply with any requirement of the Specifications and Drawings, or failure to immediately remedy any noncompliance upon notice from the Engineer, may result in suspension of contract progress payments. Any progress payments so suspended shall remain in suspension until the Contractor's operations are brought into compliance to the satisfaction of the Engineer in accordance with the Contract Documents and Specifications. No additional compensation will be allowed as a result of suspension of progress payments due to Contractor's noncompliance with the Plans and Specifications.

1-16 SITE ACCESS

The City Engineer or his representative, testing agencies, and government agencies with jurisdictional interests shall be allowed access to the work at all times for their observation, inspection, and testing. The Contractor will provide proper and safe conditions for such access.

1-17 SAFETY

All Construction will be performed in compliance with the standards as established by OSHA and in accordance with the appropriate State of California regulations, including SCRRRA requirements in the vicinity of railroad crossings. It will be the Contractor's responsibility to acquaint himself and abide by these regulations during all phases of construction. The Contractor will hold harmless and indemnify the City and its agents for any damages caused by failure to abide by said regulations.

1-18 ENGINEER'S ESTIMATE

The quantities of work to be done and materials to be furnished are approximate as shown and listed in these Specifications and are given as a basis of comparison of bids only. The City does not expressly or by implication agree that the actual amount of work will correspond therewith.

1-19 SHOP DRAWINGS

The Contractor shall furnish and receive a reviewed copy of a submittal prior to bringing materials onsite. Submittals shall be 3 copies of detail drawings, catalog sheets, cuts, or descriptive lists of all material to be used on the job. The submittals shall include the name and location of the supplier and manufacturer, trade name, catalog reference, size, finish, and all pertinent data, and shall be reviewed by the City within 10 working days and returned marked with one of the following:

1. NO EXCEPTIONS TAKEN
2. MAKE CORRECTIONS NOTED
3. REVISE AND RESUBMIT
4. REJECTED

1-20 RECORD DRAWINGS (AS-BUILT DRAWINGS)

The Contractor shall maintain, on the job site, a set of full-size reproducible contract drawings, or a set of full-size blue-line or blackline prints. On these he shall mark all as-built conditions, locations, configurations, and other details, which may vary from the details represented on the original drawings. This master record of as-built conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained up to date during the progress of the work.

On a monthly basis, the Contractor shall submit progress record drawing(s) clearly delineating the improvements completed, for the purpose of review and processing progress payments. The City's ability to process the progress payments is contingent upon the timely submittals of the progress record drawing(s).

Upon completion of the work and prior to final acceptance, the complete set of contract drawings (size D, 24x36 in.), marked up to show as-built conditions, shall be delivered to the Engineer. These drawings shall be known as "Record Drawings".

1-21 FINAL CLEANUP

Prior to final acceptance, the Contractor shall restore the entire project site to a condition equal or better than the pre-construction condition as evidenced by film, notes, sketches, and other construction records.

A. Cleaning And Dust Control

Clean-up and dust control shall conform to Section 7-8, "Work Site Maintenance," of the SSPWC. During execution of work, the Contractor will daily clean the site, adjacent properties, and public roads, and dispose of waste materials, debris, and rubbish to assure that all affected properties and roadways are maintained free from accumulations of water, materials, and rubbish. Watering for dust control shall consist of developing a water supply and furnishing and placing all water required for dust control.

Contractor will provide containers for collection and disposal of waste materials, debris, and rubbish.

Contractor will cover all loads of excavated material leaving the site or of material being imported, to prevent excessive dust from being created.

B. Cleanup

At the end of each day, Contractor shall be responsible for the clean-up of all job sites. All job sites must be left in a safe and orderly condition. The Contractor will perform additional clean-up as directed by the Engineer. The cost for all clean-ups shall be considered incidental to the cost of the work and no additional compensation will be allowed therefor.

1-22 PERMITS AND LICENSES

A. Construction Permit

The Contractor will be required to obtain a no-fee Construction Permit from the City. No compensation for expenses of the Contractor incidental to obtaining the Construction Permit will be allowed or paid for. The Contractor shall comply with the requirements of all City and other public agency permits.

B. City of Upland Business License

The Contractor and all sub-contractors are required to obtain City of Upland Business Licenses. The cost for all business licenses shall be the Contractor and/or sub-contractor's responsibility, and no additional compensation will be allowed or paid for.

Effective June 2, 2014, the City's Finance Department will no longer be accepting payments for business license renewals or processing new business license applications. To apply for a City business license, Contractor and subcontractors shall contact HdL Companies at (888) 602-0239 or go to:

UPLAND.HDLCOMPANIES.COM

If you wish to renew a current business license by mail, please remit payments to:

HdL Companies

1142 S. Diamond Bar Blvd. #502

Diamond Bar, CA 91765

(888) 602-0239

C. Contractor's License

Contractor must possess a valid Class "A" (unless a different class is specified on the Notice Inviting Bids) Contractor's License from the California Contractors State License Board at the time of bid. Contractor must maintain the Class "A" license in good standing with the California Contractors State License Board throughout the duration of the project.

1-23 PRECONSTRUCTION MEETING AND WEEKLY PROGRESS MEETING(S)

The Contractor to whom the contract is awarded shall attend a preconstruction meeting at a location and time set by the Engineer. The Contractor shall meet with the Project Engineer weekly to discuss issues and progress of work.

1-24 PATENTS AND COPYRIGHTS

The Contractor shall indemnify and save harmless the City and Engineer and their officers, agents, and employees against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process by the Contractor or any of his subcontractors in the performance of the work.

SECTION 2 DEFINITION OF BID ITEMS

The unit prices and lump sum amounts to be paid for the Items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work, and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up, and all other items incidental to the work.

Payment for Unit Price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be as specified in Section 7-1, "Measurement of Quantities for Unit Price Work," of the SSPWC. Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with Section 7-2, "Lump Sum Work," of the Standard Specifications for Public Works Construction (SSPWC).

BASIC BID:

Each respective bid item and bid schedule as shown on the proposal form shall comply with all respective Sections of the 2018 Edition of the Standard Specifications for Public Works Construction (Green Book), its supplements, and any other publications as specified, except as modified herein. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

PART A – GENERAL (BID ITEMS 1 to 7)

1. Demolition and Disposal

This Bid Item includes, but is not limited to, the removal and disposal of the existing planter and associated walls in the 2nd floor reception area including removal and temporary disconnection of the existing electrical receptacles for future relocation, removal of any existing drywall necessary to facilitate the 2nd floor expansion, and the protection of the existing HVAC diffusers in the 1st floor ceiling as shown on the project construction drawings and specifications.

Payment for "Demolition and Disposal" shall be at the contract lump sum unit price bid and shall include furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work as described above. Payment shall be made on a percentage basis based on completion of work.

2. Furnish and Install Structural Support Beams

This Bid Item includes, but is not limited to, furnishing and installing three (3) W16x31 Wide Flange structural support beams including all necessary angle iron support brackets and fastening bolts, installation of all structural anchor bolts, protective coating, and all temporary supports necessary for the complete installation of the structural support beams as shown on the project construction drawings and specifications.

Payment for "Furnish and Install Structural Support Beams" shall be at the contract lump sum unit price bid and shall include furnishing all labor, materials, tools, equipment, time, and

incidentals necessary to complete the work as described above. Payment shall be made on a percentage basis based on completion of work.

3. Furnish and Install Composite Floor Decking System

This Bid Item includes, but is not limited to, furnish and installation of a Composite Floor Deck consisting of Vercodeck PLB-36 Formloc 16 ga Steel Decking with associated closure angles along all edges, installation of 4"x4"xW1.4xW1.4 welded wire mesh reinforcement and placement of lightweight concrete fill, 3,000 psi min., to provide a completed 4-inch thick composite floor system as shown on the project construction drawings and specifications.

Payment for "Furnish and Install Composite Floor Decking System" shall be at the contract lump sum unit price bid and shall include furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work as described above. Payment shall be made on a percentage basis based on completion of work.

4. Remove Existing Receptacles and Install New Receptacles

This Bid Item includes, but is not limited to, disconnect and remove existing receptacles in the planter walls to be removed, furnish and install new receptacles in the 2nd floor reception area extending the three existing receptacle circuits as designated on the project construction drawings including all conduits, wire, boxes and any other associated equipment needed to provide a completed electrical system.

Payment for "Relocate Existing Receptacles and Install New Receptacles" shall be at the contract lump sum unit price bid and shall include furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work as described above. Payment shall be made on a percentage basis based on completion of work.

5. Furnish and Install Three (3) 8-inch LED Can Lights and Remove and Replace Seven (7) Existing 8-inch LED Can Lights

This Bid Item includes, but is not limited to, providing and installing three (3) new 8-inch LED Can Lights in the first floor reception area in the new ceiling where the second floor was expanded and the removal and replacement of the seven (7) existing 8-inch Can Light currently in the first floor reception area as shown on the project construction drawings including all conduits, wire, boxes and any other associated equipment needed to provide a completed lighting system.

Payment for "Furnish and Install Three (3) 8-inch LED Can Lights and Remove and Replace Seven (7) Existing 8-inch LED Can Lights" shall be at the contract lump sum unit price bid and shall include furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work as described above. Payment shall be made on a percentage basis based on completion of work.

6. Furnish and Install Steel Stud Ceiling Framing and 5/8" Drywall underneath new Structural Beams and Composite Floor Decking System.

This Bid Item includes, but is not limited to, providing and installation of 3-5/8" steel stud ceiling framing underneath the expanded second floor reception area, installation of 5/8" thick drywall to provide a complete ceiling for the first floor reception area with a painted surface finish to match the existing first floor ceiling as shown on the project construction drawings including all framing and framing support, drywall, patching, texture and paint and

any other associated materials needed to provide a completed ceiling over the first floor reception area.

Payment for "Furnish and Install Steel Stud Ceiling Framing and 5/8" Drywall underneath new Structural Beams and Composite Floor Decking System" shall be at the contract lump sum unit price bid and shall include furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work as described above. Payment shall be made on a percentage basis based on completion of work.

7. *Remove and dispose of existing Carpet from 2nd Floor Reception Area and Furnish and Install New Carpet Tiles in the Expanded 2nd Floor Reception Area.*

This Bid Item includes, but is not limited to, removal and disposal of the existing carpeting within the second floor reception area and furnish and install new carpeting within the entirety of the expanded second floor reception area as shown on the project construction drawings including any carpet transitions, concrete floor patching, moldings, adhesives and any other associated materials needed to provide a completed carpeted second floor reception area.

Payment for "Remove and dispose of existing Carpet from 2nd Floor Reception Area and Furnish and Install New Carpet Tiles in the Expanded 2nd Floor Reception Area" shall be at the contract lump sum unit price bid and shall include furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work as described above. Payment shall be made on a percentage basis based on completion of work.

8. *(Optional Additive Item) Review the ADA Corrections list provided on Appendix "C" and provide the recommended corrective action as identified at each location.*

This Bid Item includes, but is not limited to, providing the corrective actions necessary as identified on Appendix 'C' to those items identified in the public men's and women's restroom. Appendix 'C' contains twenty-three (23) items that have been found as non-compliant with current ADA regulations. The majority of the items listed will simply require removal and re-installation of the identified feature however several will require installation of non-existing signage or handles.

Payment for "Review the ADA Corrections list provided on Appendix "C" and provide the recommended corrective action as identified at each location" shall be at the contract lump sum unit price bid and shall include furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work as described above. Payment shall be made on a percentage basis based on completion of work.

END OF SPECIAL PROVISIONS

TECHNICAL PROVISIONS

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.1 GENERAL

The work to be performed under this/her contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the work in good faith shall be provided by the Contractor as though originally so indicated, at no increase in cost to the City of Upland (Agency).

1.2 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS

The following words have the meaning defined in the Technical Portions of the work:

- A. Indicated - A word used to direct the Contractor to information contained on the drawings or in the specifications. Terms such as “shown” “noted” “scheduled” and “specified” also may be used to assist in locating information but no limitation of location is implied or intended.
- B. Furnish - To supply and deliver to the site, to unload and unpack and install.
- C. Install - Defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, testing, startup, and cleaning, ready for the City’s use.
- D. Provide - Furnish and install, ready for the intended use.
- E. Installer - A person or firm engaged by the Contractor or its subcontract or any subcontractor for the performance of installation, erection, or application work at the site. Installers must be expert in the operations they are engaged to perform.
- F. Owner, City, or Agency – City of Upland.

1.3 CONTRACT DOCUMENTS

- A. The Contract requires, but is not limited to, completion of all work in accordance with the Contract Documents and the following: California Building Code, Latest Edition; National Electrical Code, Latest Edition.
- B. The Contract documents are complementary, and what is required by one shall be binding as if required by all, in accordance with the order of precedence set forth herein. The intention of the Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the work. Unless otherwise specifically noted, the Contractor shall provide and pay for

all labor, materials, equipment, services, tools, construction equipment and machinery, utilities, transportation, and other facilities and services including temporary piping, pumping, power generating, dewatering equipment and all other equipment, materials and labor necessary for the proper execution and completion of the work.

1.4 PROJECT DESCRIPTION/SCOPE OF WORK

The work to be performed under this Contract generally consists of expanding the second floor reception lobby over the current first floor reception lobby with the placement of three (3) structural steel beams and associated supporting hardware, installation of a composite steel and light-weight concrete flooring system, installation of addition wall receptacle outlets and wiring, installation of first floor ceiling framing and drywall on the underside of the new floor extension including lighting for the first floor, and removal and replacement of the carpet flooring within the 2nd Floor Reception Area.

*** END OF SECTION ***

SECTION 01300
CONTRACTOR SUBMITTALS

PART 1 – GENERAL

1.1 GENERAL

- A. All submittals by the Contractor shall be submitted to the Construction Manager/Engineer.
- B. Unless otherwise noted, within 14 calendar days after the date of commencement as stated in the Notice to Proceed, the Contractor shall submit the following items to the Engineer for review:
 - 1. A list of submittals with scheduled submission dates. This list shall include specification section number, description of the submittal, scheduled submission date, and anticipated approval date. The Contractor's schedule shall be based on a minimum of one resubmittal for each shop drawing and sample.
 - 2. A list of all permits and licenses the Contractor is required to obtain, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
- C. The Contractor shall be responsible for identifying and delivering all submittals and/or permits required by the Contract Documents.

1.2 SHOP DRAWINGS

- A. The term "Shop Drawings" as used herein shall be understood to include detailed design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.
- B. Wherever called for in the Contract Documents, the Contractor shall furnish to the Engineer for review, 4 copies, plus a reproducible copy of each shop drawing submittal.
- C. All shop drawing submittals shall be accompanied by a transmittal form. Any submittal not accompanied by such a form, or wherever all applicable items on the form are not completed, will be returned for resubmittal.
- D. A separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required.
- E. If 2 copies of a submittal are returned to the Contractor marked "AMEND AS NOTED", formal revision and resubmission of said submittal will not be required, unless specifically required.
- F. If a submittal is returned to the Contractor marked either "AMEND AND RESUBMIT" or "REJECTED-RESUBMIT," the Contractor shall revise said resubmittal and shall resubmit the required number of copies of said revised submittal to the Engineer.

- G. Fabrication of an item shall be commenced only after the Design Consultant has reviewed the pertinent submittals and the Engineer has returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "AMEND AS NOTED."
- H. Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements.
- I. All Contractor shop drawing submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submission to the Engineer.
- J. Each submittal shall be dated, signed, and certified. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been so certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.
- K. The Design Consultant's review of Contractor shop drawing submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions.
- L. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.
- M. The Engineer may schedule a submittal conference to provide for a rapid review of a submittal, should the project schedule warrant such a review. The Engineer, Design Consultant, Contractor, and a qualified manufacturer's representative shall attend the submittal conference.

1.3 CONTRACTOR'S SCHEDULE

- A. The Contractor's construction schedules and reports shall be prepared and submitted to the Engineer.

SECTION 02050
DEMOLITION AND SALVAGE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall furnish all materials, equipment and labor necessary to perform complete demolition and salvage operations as shown on the contract drawings and as specified by this section.
- B. Do not begin demolition until authorization has been received from the Engineer.
- C. The Contractor shall cut back flush and remove exposed framing, roofing, piping, conduits, fixtures, junction boxes, light fixtures, water fixtures, and supports per demolition plans and/or as interfering with new construction.
- D. Contractor shall remove and dispose of all items designated for demolition and/or removal.

1.02 QUALITY ASSURANCE

- A. General: All work shall be performed in accordance with the local building codes, State Industrial Safety Orders and requirements of the Occupational Safety and Health Act requirements.
- B. Demolition must be scheduled to allow facilities to remain in continuous operation. No interruption in operation will be permitted without previous authorization from the Engineer.
- C. Protection: Demolition shall be performed in such manner as to not harm adjacent structures, utilities, systems, or equipment. The Contractor shall assume full responsibility for such disturbance. All costs for such repair, rehabilitation, or modifications shall be incurred by the Contractor at no additional cost to the City.
- D. Contractor shall provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for the protection of all personnel during the demolition and removal activities.

1.03 GENERAL REQUIREMENTS

- A. The Contractor shall notify the Construction Manager when demolition and removal activities are complete.

1.04 SALVAGE

- B. The City does not wish to salvage anything from this demolition project.

*** END OF SECTION ***

PART 1 - GENERAL

bars, to the nearest inch, measured to the intersection of the extensions (tangents for bars of circular cross section) of the outside surface. The shop drawings shall include bar placement diagrams which clearly indicate the dimensions of each bar splice.

1.05 QUALITY ASSURANCE

- A. If requested by the Engineer, the Contractor shall furnish samples from each heat of reinforcement steel delivered in a quantity adequate for testing. Costs of initial tests will be paid by the Agency. Costs of additional tests due to material failing initial tests shall be paid by the Contractor.

PART 2 - PRODUCTS

2.01 REINFORCEMENT STEEL

- A. Reinforcement steel for all cast-in-place reinforced concrete construction shall conform to the following requirements:
 - 1. Welded wire fabric shall conform to ASTM A1060.
 - 2. Ties shall be Annealed Steel, 14 gauge minimum.
- B. Accessories:
 - 1. Accessories shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers, and other devices to position reinforcement during concrete placement. All bar supports shall meet the requirements of the CRSI Manual of Standard Practice, including special requirements for supporting epoxy coated reinforcing bars. Wire bar supports shall be CRSI Class 1 for maximum protection with a 1/8-inch minimum thickness of plastic coating which extends at least 1/2-inch from the concrete surface. Plastic shall be gray in color.

PART 3 - EXECUTION

3.01 GENERAL

- A. All reinforcement steel and other appurtenances shall be fabricated, and placed in accordance with the requirements of the California Building Code and the supplementary requirements indicated herein.

3.02 PLACING

- A. Reinforcement steel shall be accurately positioned and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcement steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcement steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used, in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. All concrete blocks used to support reinforcement steel shall be tied to the steel with wire ties which are embedded in the blocks. For concrete over formwork, the Contractor shall furnish acceptable bar chairs and spacers.

- B. Limitations on the use of the bar support materials shall be as follows:
 - 1. Wire Bar Supports: Permitted only at slabs over dry areas, interior dry wall surfaces and exterior wall surfaces.
 - 2. Plastic Bar Supports: Permitted at all locations except on grade.
- C. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.
- D. Unless otherwise specified, reinforcement placing tolerance shall be within the limits specified in ACI 318 except where in conflict with the requirements of the CBC.

3.03 SPLICES

- A. Splicing shall be in accordance with ACI 318, unless otherwise noted on Drawings.

3.04 EMBEDMENT OF DRILLED REINFORCING STEEL DOWELS

- A. Hole Preparation:
 - 1. The hole diameter shall be as indicated on the Drawings but shall be no larger than 0.25 inch greater than the diameter of the outer surface of the reinforcing bar deformations.
 - 2. The depth of the hole shall be as indicated on the Drawings.
 - 3. The hole shall be drilled by methods which do not interfere with the proper bonding of epoxy.
 - 4. The hole shall be blown clean with clean, dry compressed air to remove all dust and loose particles.
 - 5. Epoxy shall be injected into the hole through a tube placed to the bottom of the hole. The tube shall be withdrawn as epoxy is placed but kept immersed to prevent formation of air pockets. The hole shall be filled to a depth that ensures that excess material will be expelled from the hole during dowel placement.
 - 6. Dowels shall be twisted during insertion into the partially filled hole so as to guarantee full wetting of the bar surface with epoxy. The bar shall be inserted slowly enough to avoid developing air pockets.

*** END OF SECTION ***

SECTION 03300
CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 WORK OF THIS SECTION

- A. This section covers cast-in-place concrete including formwork.

1.02 RELATED WORK

- A. Related work specified in other sections:

Section 03200 - Reinforcement Steel

1.03 REFERENCED SPECIFICATIONS, GUIDES AND RECOMMENDATIONS

- A. The latest edition of the following publications, form a part of this specification to the extent indicated by the references thereto.
- B. American Society for Testing and Materials (ASTM):
1. C31 Practice for Making and Curing Concrete Test Specimens in the Field.
 2. C33 Test Method for Specification for Concrete Aggregates.
 3. C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 4. C40 Test Method for Organic Impurities in Fine Aggregates for Concrete.
 5. C85 Test Method for Cement Content of Hardened Portland Cement Concrete.
 6. C88 Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate.
 7. C94 Specification for Ready-Mixed Concrete.
 8. C131 Test Method for Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
 9. C136 Method for Sieve Analysis of Fine and Coarse Aggregates.
 10. C143 Test Method for Slump of Hydraulic Cement Concrete.
 11. C150 Specification for Portland Cement.
 12. C156 Test Method for Water Retention by Concrete Curing Materials.
 13. C173 Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
 14. C231 Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 15. C233 Test Method for Air-Entraining Admixtures for Concrete.
 16. C260 Specification for Air-Entraining Admixtures for Concrete.

17. C289 Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method).
18. C441 Test Method for Effectiveness of Pozzolans or Ground Blast-Furnace Slag in Preventing Excessive Expansion of Concrete Due to the Alkali-Silica Reaction.
19. C457 Test Method for Microscopical Determination of Air-Void Content and Parameters of the Air-Void System in Hardened Concrete.
20. C494 Specification for Chemical Admixtures for Concrete.
21. C670 Standard Practice for Preparing Precision and Bias Statements for Test Methods for Construction Materials.
22. C683 Method of Test for Compressive and Flexural Strength of Concrete Under Field Conditions.
23. C803 Test Method for Penetration Resistance of Hardened Concrete.

C. American Concrete Institute (ACI):

1. 301 Specifications for Structural Concrete (as supplemented and modified herein)
2. 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
3. 304R Guide for Measuring, Mixing, Transporting, and Placing Concrete.
4. 318 Building Code Requirements for Structural Concrete and Commentary.

D. California Building Code (CBC)

1.04 SUBMITTALS

A. The following shall be submitted:

1. The Shop Drawings shall show complete details and arrangement of reinforcing steel and embedded items.
2. A sufficient quantity of the proposed aggregate, sand, air-entraining admixtures, cement and water (if other than Agency furnished water) for testing of materials and concrete mix designs referred to under Sub-Section 1.05 below.
3. Certification of aggregate compliance with these contract documents, and source of supply and location of all materials and cement.
4. Mix design for each concrete mixture. Mix Designs shall be prepared by a qualified independent testing agency based on laboratory trial mixes.
5. Material certificates for all admixtures and additives signed by the manufacturer's representative.
6. Curing compounds material certificates signed by the manufacturer's representative.
7. Material samples and certificates.
8. Forming:
 - a. Forming and bracing designs shall be designed by the Contractor to meet all

requirements specified herein.

- b. If requested by the Engineer, drawings and calculations shall be submitted verifying the selection of form ties, horizontal and vertical stiffbacks or braces for forms, form openings, or any other part of forming or bracing which may be considered critical by the Contractor.
- c. The Contractor shall be solely responsible for the adequacy of the forming and bracing design.
- d. The turn-around time of the Contractor's review or approval, or disapproval, will be 2 weeks from date of receipt of each written submittal.
- e. Any formwork installed by Contractor shall be solely at Contractor's risk. The Engineer's review or approval will not lessen or diminish the Contractor's liability.

1.05 CONCRETE MIX DESIGNS

- A. All concrete materials shall be proportioned so as to produce a workable mixture in which the water content will not exceed the maximum specified.
- B. If the concrete mix designs specified herein have not been used previously by the readymix supplier or if directed by the Engineer, mix proportions and concrete strength curves for regular cylinder tests, based on the relationship of 7, 14 and 28 day strengths versus slump values of 2, 4 and 6 inches, all conforming to these Specifications, shall be established by an independent testing laboratory. A laboratory, independent of the readymix supplier, shall be required to prepare and test all concrete cylinders.
- C. The exact proportions by weight of all materials entering into the concrete delivered to the jobsite shall conform to the approved mix design unless specifically so directed by the Engineer or Laboratory for improved specified strength or desired density, uniformity and workability.
- D. The proportions of such mix design shall be based on a full cubic yard of hardened concrete.
- E. Ready mix companies or jobsite batch plants shall furnish delivery tickets, signed by a Certified Weigh-Master, on which each shall state the weight of coarse and fine aggregates, cement, admixtures and water and the number of cubic yards of concrete furnished, which will be compared against the approved mix design.
- F. There shall be no variation in the weights and proportions of materials from the approved mix design.
- G. There shall be no variation in the quality and source of materials once they have been approved for the specific mix design.

1.06 READY MIXED CONCRETE

- A. Ready mixed concrete shall conform to the requirements of ACI 301 and ASTM C94. In case of conflict, ACI 301 shall govern.

PART 2 - PRODUCTS

2.01 CONCRETE COMPOSITION

- A. Concrete shall be composed of portland cement, fine aggregate, coarse aggregate,

water, and specified additives so proportioned and mixed as to produce a plastic workable mixture in accordance with requirements of this section of the specifications and suitable to the specific conditions of placement.

2.02 PORTLAND CEMENT

- A. Portland cement shall be from an approved source and shall conform to the requirements of the current ASTM Specification C150, for Type II cement. Only one brand of cement from one manufacturing plant may be used.
- B. Cement may be delivered in paper sacks or in bulk.
- C. If cement is delivered in sacks, each sack shall contain not less than 94 pounds of cement, and if delivered in bulk, one barrel of cement shall be considered to weigh 376 pounds.
- D. In order that the cement may not become unduly aged after delivery, the Contractor shall use cement that has been stored on the jobsite before using cement direct from freighting, hauling or transporting operations.
- E. Storage bins for bulk cement shall be watertight and constructed so that there will be no dead storage.
- F. If there is reason to believe that dead storage exists, the bins shall be emptied completely at least once every four months.
- G. Cement bins at the mixing plant, and cement storage silos shall be provided with effective dust collectors at the vents to prevent loss of cement.
- H. The Contractor shall designate the source and quantity of cement required for his needs at least 30 days prior to its use, so that appropriate tests, inspection and certification can be made.
- I. Certified mill certificates shall be furnished by the cement company with every shipment, giving proof that the above requirements have been met.
- J. In addition, the Agency may conduct, at its own expense, any tests it considers necessary, to ensure that the cement furnished meets the specified requirements.
- K. Any cement not meeting the Specifications will be rejected.
- L. The Engineer may direct the use of portland cement of a type other than that above specified, in which case the City will pay the additional cost, if any, for the cement required over the cost of that specified, or shall receive appropriate credit for any cement required of a lesser cost than specified.

2.03 FINE AND COARSE AGGREGATES

- A. Fine aggregate shall be clean, natural sand consisting of hard, strong, durable and uncoated particles.
- B. Material removable by decantation from fine aggregate shall not exceed five percent (5%) by weight.
- C. The moisture content of fine aggregate shall be carefully monitored by the use of moisture probes, placed at varying depths, which indicate the moisture content at the time the aggregate is used for the concrete.
- D. Fine aggregate shall be subjected to careful, thorough analysis to determine conformity with all requirements of these specifications.

- E. Mortar specimens made with the fine aggregate shall have a compressive strength after seven (7) days of at least ninety percent (90%) of the strength of similar specimens made with Ottawa sand having a fineness modulus of 2.40 ± 0.10 .
- F. Coarse aggregate shall be washed gravel or crushed stone consisting of hard, tough, durable particles free from adherent coating.
- G. It shall contain no vegetable matter of soft, friable, thin, flat or elongated particles in quantities considered deleterious.
- H. A thin, flat or elongated particle is defined as a particle having a maximum dimension in excess of five times its minimum dimension.
- I. Aggregate which has disintegrated or weathered badly under exposure conditions similar to those which will be encountered in the work under consideration shall not be used.
- J. When crushed stone is used, the crusher shall be equipped with a screening system which will entirely separate the dust from the stone and convey it to a separate bin.
- K. The substances designated shall not be present in excess of the following amounts:
 - 1. Soft fragments: 5%
 - 2. Clay lumps: 1.4%
 - 3. Material removed by decantation: 1%
- L. When the material removed by decantation consists essentially of crushed dirt, the maximum amount permitted may be raised to one and one-half percent (1-1/2%).
- M. Coarse aggregate shall be subjected to a careful, thorough analysis to determine conformity with all requirements of these Specifications.
- N. The maximum size aggregate shall be 1 inch and the aggregate shall be uniformly well graded from coarse through fine.
- O. Corrective measures to remedy deficiencies in aggregate grading may be used only with the written approval of the Engineer.
- P. The Contractor shall furnish satisfactory evidence to the Engineer that all aggregate used in the work meets the requirements specified herein. Tests shall be performed by a reputable independent testing laboratory and the cost of testing be borne by the Contractor.
- Q. If the Engineer deems that additional testing of aggregate is necessary, he may select samples from any of the aggregate delivered to the ready-mix plant or jobsite and have them tested by a laboratory of his choice. Such material shall not be used in the work until test reports are available. If in such tests the material fails to meet the specified requirements, the aggregate will be rejected and the expense of testing shall be borne by the Contractor. If such tests show the aggregate to be satisfactory, the cost of additional testing will be paid by the Agency but the Contractor shall have no claim for costs due to delays caused by testing.
- R. When tested in accordance with "Organic Impurities in Fine Aggregates for Concrete" (ASTM C40), the fine aggregate shall provide a color in the supernatant liquid no darker than the reference standard color solution.
- S. When tested in accordance with "Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate" (ASTM C88), the loss resulting after five cycles shall not exceed 10% for fine aggregate and 12% for coarse aggregate when using sodium

sulfate.

- T. When tested in accordance with "Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impaction in the Los Angeles Machine" (ASTM C131), the coarse aggregate shall show a loss not exceeding 50% after 500 revolutions or 10% after 100 revolutions.
- U. When tested in accordance with "Potential Alkali-Silica Reactivity of Aggregates (Chemical Method)" (ASTM C289), the aggregates should be represented by points lying to the left side of the solid line of Figure 2.

2.04 WATER

- A. Water for mixing shall be clean, fresh and free from injurious amounts of oil, acid, chlorides, sulfates, alkali or organic matter. Water shall conform to ACI 301.

2.05 ADMIXTURES - GENERAL

- A. All admixtures used in any mix design shall be manufactured and supplied by the same admixture company to insure compatibility.

2.06 RETARDING DENSIFIERS

- A. Any product offered for consideration shall contain no calcium chloride, and shall be compatible with air-entrained cements and air-entraining admixtures conforming to the applicable ASTM, AASHTO, ANSI and Federal specifications.
- B. Contractor shall certify that admixtures do not contain calcium chlorides or other corrosive materials.

2.07 AIR-ENTRAINING AGENTS

- A. Air-entraining admixtures shall conform to ASTM C260.

2.08 WATER REDUCING ADMIXTURES

- A. In addition to air-entrainment, approved water reducing additives, which do not affect the ultimate performance of any steel in any way, may be added to maintain the maximum water content below that specified herein. Water reducing additives shall conform to ASTM C494, Type A or D.
- B. The use of water reducing additives shall not permit a reduction in the minimum specified cement content or in the specified amount of air-entrainment.
- C. Admixtures shall contain no calcium chloride or tri-ethanolamine. All admixtures shall be from the same manufacturer.
- D. Super-plasticizers shall conform to ASTM C494, Type F or G, batch plant-added using second or third generation only.

2.09 PROPORTIONING NORMAL CONCRETE

- A. Unless indicated otherwise on the contract drawings, concrete shall meet the mix and compressive strength requirements as specified hereafter.

2.10 MEASUREMENT

- A. All measurements shall be by weight. However, Contractor, at his own expense, may increase the cement content at a corresponding reduction in weight of aggregates,

whenever he is concerned that the minimum strength and mix ratio requirements under these specifications cannot be met. The amount of water to be used shall be the amount necessary to produce a plastic mixture of the specified slump.

- B. The slump shall be between two inches and four inches when tested in accordance with ASTM C143. Variations in the slump range may be allowed by the Contractor if admixtures, such as water reducers or super-plasticizers, are utilized in the concrete mix. Regardless of the measured slump, the maximum allowable water-cement ratios as specified here-in, shall be strictly adhered to.

2.11 COMPRESSIVE STRENGTH, WATER AND CEMENT CONTENT

- A. Notwithstanding what has been stated herein-before, and unless shown otherwise on the contract drawings, the concrete shall meet the following requirements:
 - 1. Minimum Compressive Strength 4,000 psi
 - 2. Maximum Water Content (ga. per 94 lb. sack of cement)
4.75 gallons
 - 3. Minimum Cement Content (94 lb. sack of cement per cubic yard of solid concrete)
6.0 sacks
- B. The cement content is required irrespective of strength.
- C. The total chloride ion content of hardened concrete shall be less than 0.06 percent by weight of cement.

2.12 CURING COMPOUND

- A. All horizontal, screeded and floated surfaces, exposed to drying winds and sunlight, shall be sprayed with AMERICAN 309 ACRYLIC SEALER as manufactured by American Concrete Systems, Inc., San Diego, CA 92126, (application rate: 200 sf/gallon), or SELECT CURE SEAL AC-309 as manufactured by Select Products Company, Upland, CA, (application rate: 200 sf/gallon), and subsequently covered with a 6 mil thick polyethylene sheet.
- B. Alternate curing compounds will be accepted if it is pigmented or colored, such as white, at the time of application and it is non-toxic to potable water. Regardless of the type of curing compound used, Contractor shall assume complete responsibility for its adequacy.

PART 3 - EXECUTION

3.01 CONCRETE QUALITY

- A. Concrete shall conform to the requirements of Sub-Section 2.01 above. The required proportions shall be assembled, well mixed, transported, placed, consolidated, finished and cured as herein-after specified. Concrete shall be uniformly dense and sound, free from faults, cracks, voids, honeycomb and other imperfections.
- B. If not called for specifically and unless specified otherwise hereunder, concrete requirements shall follow ACI 301 where applicable.

3.02 MIXING

- A. Concrete shall be batched in fully automatic or semi-automatic stationary plants or

approved portable batch type plants, and mixed in stationary or truck mixers. Mixing equipment and mixing procedures shall be subject to the approval of the Engineer.

B. Site-Mixed Concrete:

1. Conform to ACI 304R except as modified by these Specifications.
2. Use a batch-type mixer capable of combining the aggregates, cement, and water within the specified time into a thoroughly mixed and uniform mass and discharging the mixture without segregation.
3. Use supporting equipment that can accurately proportion the cement, the coarse and fine aggregates, the admixtures, and the water which enters the mixing drum. Proportion the cement and aggregate by weight.
4. Discharge each entire batch before recharging. Do not allow the volume of the mixed materials per batch to exceed the manufacturer's rated capacity of the mixer.
5. Mixing time shall be as follows:
 - a. For mixer of capacity of 1 cubic yard or less, one and one-half minutes after batching is completed.
 - b. For mixers of capacities larger than 1 cubic yard, one and one-half minutes plus one-half minute for each additional $\frac{1}{2}$ cubic yard capacity or fraction thereof in excess of 1 cubic yard.
 - c. The mixer shall revolve at a uniform rate as specified by the manufacturer for the mixing equipment.

C. Ready-Mixed Concrete:

1. Provide central-mixed concrete conforming to ASTM C94 except as modified by these Specifications.
2. Limit the haul time of central-mixed concrete so that the specified slump is attained without the onsite addition of water which will cause the mix design water-cement ratio to be exceeded. In no event shall the time exceed 90 minutes from the batch plant to the completion of the pour, unless specifically approved by the Engineer.
3. Use truck-transported, dry-batched concrete or mix on the jobsite when haul time is excessive. Do not re-temper partially hardened concrete.

3.03 PROTECTION FROM ABRASION OR FIRE

A. Every reasonable precaution shall be taken to protect finished surfaces from abrasions or other damage. Concrete surfaces or edges likely to be injured during the construction period shall be protected by leaving the forms in place or by erecting satisfactory covers. No fire shall be permitted in direct contact with concrete at any time.

3.04 PLACEMENT OF CONCRETE

- A. Placement shall conform to ACI 304R except as modified by these Specifications.
- B. Notify the Engineer of readiness, not just intention, to place concrete in any portion of the work. This notification shall be such time in advance of the operation as the Engineer deems necessary to observe the preparations at the location of the proposed concrete placing. All forms, steel, anchors, ties, inserts, and other embedded items shall be in place before the Contractor's notification of readiness is

given to the Engineer.

- C. Schedule sufficient equipment for continuous concrete placing, program backup equipment, and the actions to be taken in case of an interruption in placing. Provide extra concrete vibrators. Test the concrete vibrators the day before placing concrete.
- D. Concrete shall not be placed in layers thicker than can be properly vibrated and consolidated at any one time.
- E. Each layer of concrete shall be vibrated thoroughly before the next layer may be placed thereon. Vibrators shall be taken through the top layer down through the full layer thickness below to ensure proper integration of the concrete and to avoid the development of cold joints and honeycomb between the layers. In other words, each layer of concrete shall be vibrated at least twice.
- F. Each initial wall pour (where occurs) shall be preceded with a grout layer as indicated on the contract drawings.
- G. Unforeseen horizontal cold joints shall be roughened and then covered with a pure mixture of cement and water of approximately 1-inch thickness, before the pour may be continued.
- H. Horizontal waterstops, if shown on the contract drawings, shall be lifted up, then the concrete shall be placed under the waterstop, the waterstop shall then be laid down on that concrete, additional concrete shall be placed on top of that waterstop to the approximate finish level of the concrete, whereupon the concrete shall be thoroughly vibrated in one continuous motion from one end of the waterstop to the other end without skipping any areas. Visual observation shall be performed by the Contractor to certify that voids under waterstops do not exist.
- I. Cold joints in footings shall be avoided at all costs. Joints shall be continuously covered with new concrete, and shall be thoroughly integrated through vibration, even if it means that horizontal passes of only 6 inches in width be made until additional concrete and equipment becomes available to permit wider passes in concrete placement.
- J. The following minimum equipment, which must be in excellent working condition, shall be available on the site for every concrete placement:

1. Vibrating: 3 vibrators of 14,000 vibrations per minute (minimum).

The Contractor shall be the sole judge as to the acceptability of the equipment as to its condition and capacity. The Contractor shall assume complete responsibility for having adequate equipment.

- K. Use mechanical vibration in placing concrete to eliminate rock pockets and voids, to consolidate each layer with that previously placed, to completely embed reinforcing bars and fixtures, and to bring just enough fine material to exposed surfaces to produce a smooth, dense, and even texture. Vibrators shall be of the high-frequency internal type, and the number in use shall be ample to consolidate the incoming concrete to a proper degree within 15 minutes after it is deposited in the forms. In all cases, at least three (3) operable vibrators shall be available at the site. Use external vibrators for consolidating concrete when the concrete is otherwise inaccessible for adequate consolidating, provided the forms are constructed rigidly enough to resist displacement or damage from external vibration.
- L. At the intersection between a new wall footing and an existing wall footing, the existing wall footing shall be adequately roughened to ensure a good bond between the

existing wall footing and the new wall footing where indicated on the contract drawings.

- M. Do not place concrete during rainstorms. Protect concrete placed immediately before rain to prevent rainwater from coming in contact with it. Keep sufficient protective covering on hand at all times for this purpose.
- N. Concrete placed for encasement shall not be backfilled until the concrete has reached at least 50% of its 28-day compressive strength as confirmed by concrete cylinder tests. The Contractor may mold and cure additional concrete cylinders as specified here-in to verify that the 50% strength has been achieved, prior to the required 7-day test. The Contractor shall keep the trench dewatered until that time.

3.05 PUMPING CONCRETE

- A. Base pump size on the rate of concrete placement, length of delivery pipe or hose, aggregate size, mix proportions, vertical lifts, and slump of concrete. The minimum inside diameter of pipe or hose shall be based on the maximum aggregate size as follows:
 - For 1-inch maximum Aggregate, use 3-inch minimum Hose inside diameter.
- B. Do not use aluminum pipes for delivery of concrete to forms.
- C. Before pumping is started, prime the delivery pipe or hose by pumping mortar through the line using 5 gallons of mortar for each 50 feet of delivery line. Do not deposit mortar in the forms.

3.06 GENERAL FORMING

- A. Purpose:
 - 1. Forms shall be used, whenever necessary, to confine the concrete, to shape the concrete to the required lines and grades, and to obtain a thoroughly compacted dense concrete through proper vibrating.
 - 2. The forms shall have sufficient strength and rigidity to hold the concrete and to withstand the necessary pressure, tamping and vibration, without deflection from the prescribed lines.
- B. Design:
 - 1. The surfaces of all forms in contact with the concrete shall be clean, rigid, tight and smooth.
 - 2. Openings sufficient in size and number to permit convenient access to properly clean, inspect and place concrete within the forms shall be provided.
 - 3. Exposed sharp edges shall be eliminated from finished concrete work by means of 3/4 inch triangular fillets or chamfer strips placed in the forms.
- C. Removal:
 - 1. All forms shall be removed before backfilling is placed.
 - 2. Forms shall be so constructed that they can be removed without hammering on, or prying against the concrete and shall be removed in such a manner as to prevent damage to the concrete and to ensure the complete safety of all parts of the structure.
- D. Form-Ties and Seepage:

1. Form-ties may be loosened temporarily to permit the removal of bulkheads.
2. All forms, whether prefabricated or custom made, shall be assembled and connected in such a manner that only minor mortar seepage through the joints will occur during vibration of the concrete, which shall be small enough that no honeycomb areas will develop.

E. Clean and Oil:

1. All dirt, chips, sawdust, mud, water and other foreign matter shall be removed from within the forms or within the excavated areas, before any concrete is deposited therein.
2. Forms previously used shall be thoroughly cleaned of all dirt, mortar and foreign matter before being reused.
3. Before concrete is deposited within the forms, all inside surfaces of steel and plywood form surfaces shall be thoroughly, but not excessively, coated with an approved non-staining bond releasing form oil.

3.07 SURFACE FINISHES

A. Steel Trowel Finish:

1. This shall be an integral finish obtained by trowelling with a steel trowel after the surface has been floated and allowed to stand until all water sheen has disappeared.
2. Final trowelling shall be done after the concrete has hardened sufficiently to prevent drawing moisture and fine materials to the surface and when the concrete is sufficiently hard that no mortar accumulates on the trowel.
3. Cement or mixture of cement and sand, shall not be spread on surfaces to absorb excess water or to stiffen the concrete.
4. Trowelling shall produce a dense, smooth, impervious surface free from defects and blemishes.
5. All finished top surfaces of wall footing surfaces shall receive a smooth, even, level and hard (so called "burnt") steel trowel finish.

B. Unformed Surfaces: Unformed surfaces which will not be exposed in the completed work shall be brought to required finished elevations and left true and regular.

C. Screeds:

1. Sufficient screeds, unaffected by form deflections under concrete loads, shall be installed to insure an even concrete surface, true to grade and elevation, without unacceptable local depressions of any sort.
2. Screeds shall be set to the required levels and be approved by the Contractor before any concrete may be placed.

D. Form Tie Holes (if used):

1. Tie holes shall be thoroughly sandblasted or roughened. After the taper tie holes have been cleaned, plugs as specified in Sub-Section 2.12B2 shall be installed in the middle third of the wall footing. The tie holes shall then be coated with a water insensitive epoxy or an acceptable bonding agent and properly filled through damp-packing with a mortar of dry consistency and a mix of one part of cement to one part sand. The amount of water to be added to the cement-sand mix shall

be such that the mortar can be driven into the voids and will compact properly. The outside of the tie hole shall be drypacked no sooner than 7 days after the inside has been drypacked.

2. Embeco or other fast-setting cements/additives shall not be used for damp-packing such cavities.

E. Abrasive Blasting:

The exterior surface of concrete wall areas, which will receive strand-wrapped prestressing/shotcrete, shall be abrasively blasted by a mechanical etching or shot blast system combined with a vacuum recovery system, or a self-contained waterblasting system.

1. The surface shall be blasted sufficiently to remove all laitance, form oil or other type coatings.
2. The surface shall be cut sufficiently to provide a good mechanical bond between the shotcrete covercoat and the concrete wall. The surface shall be cut to a minimum CSP5 profile, as established by the International Concrete Repair Institute (ICRI), over a minimum 90% of the area as measured over any one-foot- square area.
3. Systems that have not been used in the past to prepare circular tank wall surfaces for shotcreting and strand-wrapping or systems which rely on sandblasting or steel shot without a vacuum system will not be allowed.
4. All abrasive blasting shall be done to the satisfaction of the Engineer.

F. Honeycombed areas:

1. Unless complete removal is required by the Engineer, defective surfaces, such as honeycomb, shall be cut out entirely until homogeneous concrete is exposed, even if it means going through the entire wall, slab or footing.
2. Such areas shall be coated with an approved epoxy or adhesive bonding material, which shall be applied in accordance with the manufacturer's instructions, before damp-packing the area with a mix consisting of one part of Portland cement and two parts of sand and fine gravel, epoxy and sand mix, or any combination of materials and mixes as the situation dictates in the opinion of the Engineer.
3. The water content of the damp-pack material shall be such that a ball of the mix may be squeezed in the hand without bringing free water to the surface.
4. Damp-pack material shall be tamped into place and finished to match adjacent concrete surfaces.
5. Particular care shall be taken that no sagging of the material will occur.
6. The bond between any two layers of damp-pack shall be improved through the use of an approved epoxy bonding agent.
7. Surfaces which have been damp-packed shall be kept continuously damp during, and for a period of not less than seven days after completing the damp-pack operation, by the curing procedure described below in Sub-Section 3.09.

8. Under no circumstances shall Contractor apply a plaster coat over the honeycomb areas to conceal the existence of the honeycomb in the concrete.
 9. Neither Embeco, calcium chloride or fast-setting cements or additives shall be used for filling honeycomb areas, nor shall they be mixed with damp-pack material. Contractor shall provide certification that any material placed on or in the core wall shall be free of chlorides and other materials corrosive to reinforcing or prestressing steel.
- G. Miscellaneous Surfaces: Miscellaneous surfaces that are not covered herein and not specifically designated on the contract drawings shall be finished as directed by the Engineer.

3.08 CURING

- A. All horizontal, screeded and floated surfaces, exposed to drying winds and sunlight, shall be sprayed with a curing compound as specified in Sub-Section 2.13 of these specifications at an application rate of 200 sf per gallon. After the surface is dry to the touch, a 6 mil thick polyethylene sheet shall be carefully taped and sealed to the concrete surface and kept on such surface for as long as possible, but for at least 7 days, to minimize the loss of moisture trapped between the polyethylene and the concrete.
- B. Water must be introduced between the polyethylene sheeting and the concrete (after the concrete has set) whenever moist drops cannot be detected on the concrete side of the sheeting. Water for curing shall be generally clean and free from any elements which might cause staining or discoloration of the concrete.
- C. All formed concrete surfaces shall be sprayed with a concrete curing compound as specified in Sub-Section 2.13 of these specifications at an application rate of 200 sf per gallon. This requirement will be waived if the forms have been left in place for at least 7 days.

3.09 CONCRETE TESTS

- A. Compression tests shall conform to ASTM C39, ASTM C670, ASTM C683 and ASTM C803.
- B. Proportioning (or chemical analysis) tests shall conform to ASTM C85.
- C. At least one slump test and five test cylinders shall be made, under the supervision of the Contractor, by an approved testing lab for every 40 cubic yards of ready-mixed concrete delivered to the jobsite. Each cylinder shall be coded to identify the date of delivery, the truck number, the location where the concrete has been used and the slump measured upon discharge. For each tank wall footing section, two sets of five cylinders shall be made, at the Contractor's option. This testing will be implemented by the Agency Representative as part of Special Inspection.
- D. The specimens shall be standard test cylinders, six inches in diameter, twelve inches in length, and they shall be prepared in accordance with ASTM C31.
- E. Molds for the standard test cylinders shall be furnished at the expense of the contractor.
- F. Subject to the conditions outlined in Sub-Section 3.10(L), all costs for making and testing of concrete and materials, by a qualified independent testing laboratory, will be borne by the Agency.

- G. Making and testing of cylinders shall be performed by an approved testing laboratory that normally engages in the preparation of concrete mix designs and testing of concrete materials.
- H. A compression test may be made on one cylinder from each group of five after 7 and/or 14 days, at the Engineer's option. A strength test shall be made using two cylinders from each group of five at 28 days for use in evaluating the concrete strength in accordance with the current editions of the CBC and ACI 318.
- I. If desired by the Engineer, proportioning tests for each class of concrete delivered to the jobsite shall be made from test cylinders designated by the Engineer.
- J. In addition to the test cylinders referred to in Sub-Section 3.10(C), an additional 3 test cylinders shall be made for each day's pour. They shall be cured in the same manner, and in the same location of the concrete area to be investigated.
- K. The method of determining the standard deviation of compressive concrete strengths from previously utilized mix designs shall conform to Section 4 of ACI 301.
- L. The compressive test results of the cylinders referred to in Sub-Section 3.10(H) above will be compared against the strength-versus-slump relationship curves referred to in Sub-Section 1.05(B) above. Proportioning tests may then be made, at the discretion of the Engineer, on those groups of cylinders which have shown low readings.
- M. Any concrete not meeting the minimum specified design strength, and any concrete showing a cement content less than the ratio by weight established in the original mix design, will be subjected to further testing of concrete cores taken from the concrete in question. Should these tests confirm that the specified requirements have not been met, the extra costs involved in such testing shall be borne by Contractor; and the concrete, at the Contractor's option, and at Contractor's sole expense, may be rejected and must then be removed from the site or may be strengthened with additional shotcrete or concrete as the situation warrants it. Should the core tests indicate that the strength requirement has been met or if the low strength concrete is deemed acceptable to the Engineer, the extra costs involved in such testing shall still be borne by the Contractor.
- N. A drying shrinkage test shall be conducted on the preliminary trial batch with the maximum water-cementitious materials ratio used to qualify each proposed concrete mix design using the concrete materials, including admixtures, that are proposed for the project. Three test specimens shall be prepared for each test. Drying shrinkage specimens shall be four-inch by four-inch by 11-inch prisms with an effective gauge length of ten-inches, fabricated, cured, dried, and measured in accordance with ASTM C157 except with the following modifications:
 - (1) Specimens shall be removed from the molds at an age of 23 hours plus/minus one hour after trial batching, shall be placed immediately in water at 73°F plus/minus 3°F for at least 30 minutes, and shall be measured within 30 minutes thereafter to determine original length and then submerged in lime-saturated water as specified in ASTM C157. Measurement to determine expansion expressed as a percentage of original length shall be taken at age seven calendar days. The length at seven calendar days shall be the base length for drying shrinkage calculations ("0" days drying age).
 - (2) Specimens then shall be stored immediately in a humidity controlled room maintained at 73°F plus/minus 3°F and 50 percent plus/minus 4 percent relative humidity for the remainder of the test.

Measurements to determine shrinkage expressed as percentage of base length shall be reported separately for seven calendar days, 14 calendar days, and 21 calendar days plus/minus four hours of drying from "0" day after seven calendar days of moist curing.

- (3) Drying shrinkage deformation for each specimen shall be computed as the difference between the base length (at "0" days drying age) and the length after drying at each test age. Results of the shrinkage test shall be reported to the nearest 0.001 percent. If drying shrinkage of any specimen deviates from the average for that test age by more than 0.004 percent, the results for that specimen shall be disregarded.
- (4) The average drying shrinkage of each set of test specimens cast in the laboratory from a trial batch as measured at the 21 calendar days drying age or at 28 calendar days drying age shall not exceed 0.036 percent or 0.042 percent respectively for concrete to be used in liquid-containing structures and 0.048 percent for concrete to be used in other structures. Drying shrinkage tests will not be required for any additional concrete mixes used for piles, pile caps, isolated footings, pipe blocking, pipe encasement, and duct banks. Maximum allowable shrinkage from field samples can be increased by 25 percent.

*** END OF SECTION ***

SECTION 05120
STRUCTURAL STEEL

PART 1 - GENERAL

1.01 WORK OF THIS SECTION

- A. The Contractor shall furnish all labor, equipment, materials, and incidentals necessary for performing all operations of the Work for this Section as shown on the contract drawings and as specified herein.

1.02 RELATED SECTIONS

- A. The Work of the following Sections applies to the Work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this Work.

- 1. Section 03600 - Grout
- 2. Section 05310 – Steel Floor Deck
- 3. Section 05500 - Miscellaneous Metalwork

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. The Work of this Section shall comply with the current California Building Code (CBC) as adopted by the authority having jurisdiction over the Work.
- B. Except as otherwise indicated in this Section, the Contractor shall comply with the 2015 edition of the Standard Specifications for Public Works Construction (SSPWC) together with the latest adopted editions of the Regional and Supplement Amendments.

1.04 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC's "Code of Standard Practice for Steel Buildings and Bridges," that support design loads.

1.05 CONTRACTOR SUBMITTALS

Submit in accordance with Section 01300 the following:

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 2. Include embedment drawings.
 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
- C. Welding certificates.
- D. Qualification Data: For Installer and fabricator.
- E. Mill Test Reports: Signed by manufacturers certifying that the following products comply with requirements:
1. Structural steel including chemical and physical properties.
 2. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 3. Direct-tension indicators.
 4. Tension-control, high-strength bolt-nut-washer assemblies.
 5. Shear stud connectors.
 6. Shop primers.
 7. Non-shrink grout.
- F. Source quality-control test reports.
- G. Samples
1. Submit two samples of Contractor's proposed load indicator bolts or direct tension indicators.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.
- B. Fabricator Qualifications: A qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
- C. Shop-Painting Applicators: Qualified according to SSPC-QP 3, "Standard Procedure for Evaluating Qualifications of Shop Painting Applicators."
- D. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code-Steel."
- E. Comply with applicable provisions of the following specifications and documents:
1. AISC's "Code of Standard Practice for Steel Buildings and Bridges."

2. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

F. Preinstallation Conference: Conduct conference at Project site.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from erosion and deterioration.
1. Store fasteners in a protected place. Clean and lubricate bolts and nuts that become dry or rusty before use.
 2. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
 3. Handle material with cranes or derricks as far as practicable. Do not dump steel off cars or trucks nor handle in any other manner likely to cause damage.

1.08 COORDINATION

- A. Furnish anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.01 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992.
- B. Channels, Angles: ASTM A 36.
- C. Plate and Bar: ASTM A 36 and ASTM A 572, Grade 50.
- D. Cold-Formed Hollow Structural Sections (HSS): ASTM A 500, Grade C, structural tubing.
- E. Steel Pipe: ASTM A 53, Type E or S, Grade B.
1. Weight Class: as indicated.
 2. Finish: Black, except where indicated to be galvanized.
- F. Welding Electrodes: Comply with AWS requirements.

2.02 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers.
 - 1. Finish: Hot-dip zinc coating, ASTM A 153, Class C.
 - 2. Direct-Tension Indicators: ASTM F 959, Type 325 compressible-washer type.
- a. Finish: Mechanically deposited zinc coating, ASTM B 695, Class 50, baked epoxy coated.
- B. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, heavy hex or round head steel structural bolts with splined ends; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers.
 - 1. Finish: Mechanically deposited zinc coating, ASTM B 695, Class 50.
- C. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1, Type B.
- D. Anchor Rods: ASTM F 1554, Grade 36 unless otherwise indicated.
 - 1. Nuts: ASTM A 563 heavy hex carbon steel.
 - 2. Plate Washers: ASTM A 36 carbon steel.
 - 3. Washers: ASTM F 436 hardened carbon steel.
 - 4. Finish: Hot-dip zinc coating, ASTM A 153, Class C.

2.03 GROUT

- A. Cement Grout: Portland cement, ASTM C 150, Type II; and clean, natural sand, ASTM C 404, Size No. 2. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- B. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.04 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's "Specification for Structural Steel Buildings" (ANSI/AISC 360-10).
 - 1. Camber structural-steel members where indicated.

2. Identify high-strength structural steel according to ASTM A 6 and maintain markings until structural steel has been erected.
 3. Mark and match-mark materials for field assembly.
 4. Complete structural-steel assemblies, including welding of units, before starting galvanizing operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1 and manufacturer's written instructions.
- F. Holes: Provide holes required for securing other work to structural steel and for passage of other work through steel framing members.
1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 2. Base-Plate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.05 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
1. Joint Type: Pretensioned.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
1. Unless otherwise noted, remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.
 3. Verify that weld sizes, fabrication sequence, and equipment used for exposed structural steel will limit distortions to allowable tolerances.

- a. Grind butt welds flush.
- b. Grind or fill exposed fillet welds to smooth profile. Dress exposed welds.

2.06 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123.
 1. Fill vent holes and grind smooth after galvanizing.
 2. Galvanizing Repair Paint: ASTM A780.

2.07 SOURCE QUALITY CONTROL

- A. Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the contract documents.
- C. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: In addition to visual inspection, shop-welded connections will be tested and inspected according to AWS D1.1 and the following inspection procedures, at testing agency's option:
 1. Liquid Penetrant Inspection: ASTM E 165.
 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 3. Ultrasonic Inspection: ASTM E 164.
 4. Radiographic Inspection: ASTM E 94.
- E. In addition to visual inspection, shop-welded shear connectors will be tested and inspected according to requirements in AWS D1.1 for stud welding and as follows:
 1. Bend tests will be performed if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 2. Tests will be conducted on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments, with steel erector present, for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.
 - 1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

3.03 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings" (ANSI/AISC 360-10).
- B. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
 - 1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Weld plate washers to top of base plate.
 - 3. Snug-tighten or Pretension anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base and bearing plate before packing with grout.
 - 4. Promptly pack grout solidly between bearing surfaces and base and bearing plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and

other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.
 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Remove erection bolts on welded, exposed structural steel; fill holes with plug welds; and grind smooth at exposed surfaces.
- G. Do not use thermal cutting during erection unless approved by Engineer. Finish thermally cut sections within smoothness limits in AWS D1.1.
- H. Do not enlarge misaligned holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- I. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1 and manufacturer's written instructions.

3.04 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
1. Joint Type: Pretensioned.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
1. Comply with AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings" (ANSI/AISC 360-10) for bearing, adequacy of temporary connections and alignment.
 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth unless otherwise indicated.
 3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.
 4. Verify that weld sizes, fabrication sequence, and equipment used for exposed structural steel will limit distortions to allowable tolerances.
 - a. Grind butt welds flush.
 - b. Grind or fill exposed fillet welds to smooth profile. Dress exposed welds.

3.05 FIELD QUALITY CONTROL

- A. Field Testing
 - 1. Allow the Engineer free access to work. Notify the Engineer in writing 4 working days in advance of high strength bolting and field welding operations, including pre-installation verification of high strength bolt assemblies.
 - 2. Fastener assemblies which include bolts to be pre-tensioned shall be tested on site in a tension calibrator for pre-installation verification in accordance with the AISC Specification for Structural Joints using ASTM A325 Bolts.
 - 3. All high strength bolting will be inspected visually. High strength bolts to be pre-tensioned by the turn-of-nut method shall have the turned portion marked with reference to the steel being connected after the nut has been made snug and prior to final tightening. Retighten rejected bolts or remove and provide new bolts. In cases of disputed bolt installations, the bolts in question shall be checked using a calibrated wrench, at no additional cost to the Agency.
 - 4. Field welding will be inspected visually. Comply with all requests of inspectors to correct deficiencies.
 - 5. The fact that steel work has been accepted at the shop and mill will not prevent its final rejection at the site, before or after erection, if it is found to be defective.
 - 6. Remove rejected steel work from the site within 10 working days after notification of rejection.
- B. Testing Agency: Agency will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- C. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: Field welds will be visually inspected according to AWS D1.1.
 - 1. In addition to visual inspection, field welds will be tested according to AWS D1.1 and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.
- E. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1 for stud welding and as follows:

1. Perform bend tests if visual inspections reveal either a less-than- continuous 360-degree flash or welding repairs to any shear connector.
 2. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1.
- F. Correct deficiencies in Work that test reports and inspections indicate does not comply with the contract documents.

3.06 REPAIRS AND PROTECTION

- A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

*** END OF SECTION ***

SECTION 05220
CONCRETE BOLTS

PART 1 - GENERAL

1.01 WORK OF THIS SECTION

- A. The Contractor shall provide concrete anchor bolts, inserts, complete, in accordance with the contract documents. Principal items are anchor bolts placed in concrete, adhesive anchors, and drilled anchors.

1.02 RELATED SECTIONS

- A. The work of the following sections apply to the work of this section. Other sections, not referenced below, shall apply to the extent required for proper performance of the work.
1. Section 03200 Reinforcement Steel
 2. Section 03300 Cast-in-Place Concrete
 3. Section 05500 Miscellaneous Metals
 4. Steel supports hangers, brackets and other miscellaneous items such as bolts accessory to mechanical and electrical installations indicated or detailed on the contract drawings and in Divisions 11, 13, 15 and 16 (where apply).

1.03 REFERENCE, SPECIFICATIONS, CODES AND STANDARDS

- A. Except as otherwise indicated in this section of the specifications, the Contractor shall comply with the latest adopted editions of the Standard Specifications for Public Works Construction (SSPWC), together with the latest adopted editions of the Regional Amendments.
- B. The latest edition of the California Building Code (CBC).
- C. Federal Specifications (Current Edition):
MIL-A-907E Antiseize Thread Compound, High Temperature
- D. ASTM Standards in Building Codes (Current Edition):
- | | |
|-----------|--|
| ASTM A193 | Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and other Special Purpose Applications |
| ASTM A194 | Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both |
| ASTM A276 | Specification for Stainless Steel Bars and Shapes |
| ASTM F593 | Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs |
| ASTM F594 | Specification for Stainless Steel Nuts |

1.04 CONTRACTOR SUBMITTALS

- A. Shop Drawings: Shop drawings of all concrete bolts shall be submitted to the Engineer for review in accordance with Sub-Section 1.23.0 of Special Provisions.
- B. An ICC Evaluation Service, Inc. report listing the ultimate load capacity in tension and shear for each size and type of adhesive concrete anchor used shall be submitted for review. The Contractor shall submit manufacturer's recommended installation instructions and procedures for all adhesive anchors for review and approval. The Contractor shall follow approved procedures during installation of concrete anchors.
- C. No substitution for the indicated adhesive anchors will be considered unless accompanied with ICC Evaluation Services, Inc. report verifying strength and material equivalency, including temperature at which load capacity is reduced to 90 percent of that determined at 75 degrees F.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Anchor Bolts: Unless otherwise indicated, anchor bolts shall be fabricated of materials as follows:
 - 1. Stainless steel bolts, nuts, washers ASTM F 593, Type 316
 - 2. Stainless Steel nuts ASTM F594, Type 316
 - 3. Plates and washers ASTM A276
- B. Buried or Submerged Bolts: Unless other corrosion-resistant bolts are indicated, all bolts, anchor bolts, nuts and washers which are buried, submerged, or below the top of the wall inside any hydraulic structure shall be Type 316 stainless steel conforming to ASTM A193 for bolts and to ASTM A194 for nuts. All threads on stainless steel bolts shall be protected with an antiseize lubricant suitable for submerged stainless steel bolts, to meet government specification MIL-A-907E.
 - 1. Antiseize lubricant shall be classified as acceptable for potable water use.
 - 2. Antiseize lubricant shall be "PURE WHITE" by Anti-Seize Technology, Franklin Park, IL 60131, AS-470 by Dixon Ticonderoga Company, Lakehurst, NJ, 08733, or approved equal.
- C. Bolt Requirements:
 - 1. All bolts and cap screws shall have hexagon heads and nuts shall be Heavy Hexagon Series (where apply).
 - 2. The length of all bolts shall be such that after joints are made up, each bolt shall extend through the entire nut, but in no case, more than 1/2 inch beyond the nut.
- D. Epoxy Adhesive Anchors: Grout for epoxy adhesive anchors shall be as specified on the contract drawings. No substitutions will be considered unless accompanied with ICC evaluations Services, Inc., report verifying strength and material equivalency.

PART 3 - EXECUTION

3.01 FABRICATION AND INSTALLATION REQUIREMENTS

- A. Fabrication and Installation: Except as otherwise indicated, the fabrication and installation of anchor bolts shall conform to the requirements of the American Institute of Steel Construction "Steel Construction Manual".
- B. Install adhesive and drilled anchor bolts in accordance with method specified in the ICC evaluation report for manufacturer product.

3.02 INSPECTION

- A. The Agency reserves the right to inspect all materials and workmanship covered in this section. Such inspections will not relieve the Contractor of its responsibility to furnish materials and workmanship in accordance with the specifications. If inspections indicate that the materials or workmanship are defective, the Contractor shall remove and replace the defective work at no additional cost to the Agency.

*** END OF SECTION ***

SECTION 05310
STEEL FLOOR DECK

PART 1 - GENERAL

1.01 WORK OF THIS SECTION

- A. The Contractor shall furnish all labor, equipment, materials, and incidentals necessary for performing all operations of the Work for this Section as shown on the contract drawings and as specified herein.

1.02 RELATED SECTIONS

- A. The Work of the following Section applies to the Work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this Work.

- 1. Section 05120 - Structural Steel

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. The WORK of this Section shall comply with the current California Building Code (CBC) as adopted by the authority having jurisdiction over the Work.

1.04 CONTRACTOR SUBMITTALS

- A. Product Data: For each type of deck, accessory, and product indicated.
- B. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.
- C. Product Certificates: For each type of steel deck, signed by product manufacturer.
- D. Welding certificates.
- E. Field quality-control test and inspection reports.
- F. Research/Evaluation Reports: For steel deck.

1.05 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated.

- B. Welding: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."
- C. Fire-Test-Response Characteristics: Where indicated, provide steel deck units identical to those tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Fire-Resistance Ratings: Indicated by design designations of applicable testing and inspecting agency.
 - 2. Steel deck units shall be identified with appropriate markings of applicable testing and inspecting agency.
- D. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

1.07 COORDINATION

- A. Coordinate layout and installation with structural steel fabrication and erection.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Steel Deck:
 - a. ASC Profiles, Inc.
 - b. Consolidated Systems, Inc.
 - c. Verco Manufacturing Co.

2.02 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.

- B. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- C. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- D. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck, unless otherwise indicated.
- E. Galvanizing Repair Paint: ASTM A 780.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

3.02 INSTALLATION, GENERAL

- A. Install deck panels and accessories as indicated and in conformance with the requirements in this Section.
- B. Install temporary shoring before placing deck panels, if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

3.03 FLOOR-DECK INSTALLATION

- A. Fasten floor-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated, and as follows:

1. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support. Space welds as indicated.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, as indicated.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 2-1/2 inches.
- D. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Weld to substrate to provide a complete deck installation.
 1. Weld cover plates at changes in direction of roof-deck panels, unless otherwise indicated.
- E. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.

3.04 FIELD QUALITY CONTROL

- A. Testing Agency: Agency will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field welds will be subject to inspection.
- C. Testing agency will report inspection results promptly and in writing to Contractor and Engineer.
- D. Remove and replace work that does not comply with specified requirements.
- E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.05 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 05500
MISCELLANEOUS METALWORK

PART 1 - GENERAL

1.01 WORK OF THIS SECTION

- A. The Contractor shall provide miscellaneous metals and appurtenances, complete, in accordance with the contract documents.
- B. Work included in this section. Principal items covered are:
 - 1. Shop/erection drawings and samples.
 - 2. Metal Angle and Support Brackets.
 - 3. Welding electrodes.
 - 4. Bolts (not including bolts associated with piping or pipe installation).
 - 5. Shop prime paint.
 - 6. Metal Studs with supports and bracing.

1.02 RELATED SECTIONS

- A. The work of the following sections apply to the work of this section. Other sections, not referenced below, shall also apply to the extent required for proper performance of this work.
 - 1. Section 03200 Reinforcement Steel
 - 2. Section 03300 Cast-in-Place Concrete
 - 3. Section 05220 Concrete Bolts
 - 4. Steel supports, hangers, brackets and other miscellaneous items such as bolts accessory to mechanical and electrical installations indicated on the contract drawings or covered in Divisions 11, 13, 15 and 16 (where applicable).

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Except as otherwise indicated in this section of the specifications, the Contractor shall comply with the latest adopted edition of the Standard Specifications for Public Works Construction (SSPWC), together with the latest adopted editions of the Regional Amendments.
- B. The latest edition of the California Building Code (CBC).
- C. Except as otherwise indicated, the current editions of the following commercial standards apply to the work of this section:
 - 1. Commercial Standards:
 - Aluminum Design Manual Aluminum Association
 - AISC 360 Specification for Structural Steel Buildings
 - AISC 303 Code of Standard Practice for Steel Buildings and Bridges AISC Steel Design Guide 27 – Structural Stainless Steel

AISI MANUAL Cold-Formed Steel Design AWS D1.1 Structural Welding Code – Steel

AWS D1.2	Structural Welding Code – Aluminum AWS D1.6 Welding Code – Stainless Steel AWS QC1 Certification of Welding Inspectors NFPA 101 Code	Structural AWS Life Safety
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2. ASTM Standards in Building Codes:

ASTM A36	Specification for Structural Steel ASTM A48 for Gray Iron Castings	Specification
ASTM A53	Specification for Pipe, Steel, Black and Hot-Dipped, Zinc- Coated Welded and Seamless	
ASTM A123	Specifications for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products	
ASTM A153	Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware	
ASTM A167	Specification for Stainless and Heat-Resisting Chromium- Nickel Steel Plate, Sheet and Strip	
ASTM A193	Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service	
ASTM A194	Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure and High-Temperature Service	
ASTM A276	Specification for Stainless and Heat-Resisting Steel Bars and Shapes	
ASTM A283	Specification for Low and Intermediate Tensile Strength Carbon Steel Plates	
ASTM A307	Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength	
ASTM A312	Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes	
ASTM A320	Specification for Alloy Steel Bolting Material for Low- Temperature Service	
ASTM A424	Specification for Steel, Sheet for Porcelain Enameling	
ASTM A500	Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes	
ASTM A536	Specification for Ductile Iron Castings	
ASTM A563	Specification for Carbon and Alloy Steel Nuts	
ASTM A569	Specification for Steel, Carbon (0.15 Maximum Percent), Hot Rolled Sheet and Strip Commercial Quality	
ASTM A575	Specifications for Steel Bars, Carbon, Merchant Quality, M- Grades	
ASTM A786	Specification for Rolled Steel Floor Plates	

3. Trade Standards:

Specifications for Stainless Steels as published by the Specialty Steel Industry of North America, Washington, DC.

Porcelain Enamel Institute, Inc.

1.04 CONTRACTOR SUBMITTALS

- A. Shop Drawings: Shop drawings shall be submitted in accordance with Sub-Section 1.23.0 of Special Provisions.
- B. Product List and Product Data Sheets: A product list shall be submitted with product data sheets of intended shop coats.

1.05 QUALITY ASSURANCE

- A. Miscellaneous metals shall be fabricated and erected in accordance with the latest edition of the AISC "Specification for Structural Steel Buildings", and "Code of Standard Practice for Steel Buildings and Bridges", except wherever there is a discrepancy between the contract drawings and this specification, the contract drawings shall govern.
- B. Aluminum work shall be fabricated and erected in conformance with applicable requirements of the CBC and referenced standards of the Aluminum Association.
- C. Continuous Inspections:
 - 1. The Contractor shall perform all welding and high strength bolting of structural steel assemblies under the continuous inspection of a certified Special Inspector approved by the Engineer. Should such fabrication be performed in the shop of a licensed Fabricator approved by the Engineer, only the field welding and high strength bolting of structural steel assemblies will be required to be performed under continuous inspection of the certified Special Inspector.
 - 2. The Contractor shall notify the Engineer at least 24 hours in advance of the needed inspection.
 - 3. The Contractor shall provide copies of inspection reports to the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel: Steel shall conform to the following requirements:
 - 1. Shapes, Plates, Bars: ASTM A36
 - 2. Pipe, Pipe Columns, Bollards: ASTM A53, Type E or S, Grade B Schedule 40 unless noted otherwise.
 - 3. Tubes: ASTM A500, Grade C

2.02 WELDING ELECTRODES

- A. Steel Electrodes: Welding electrodes shall conform with AWS D1.1, except E7024 rods or electrodes shall be not be used.

2.03 BOLTS

- A. Bolt Requirements: Bolts shall comply with the following:
 - 1. ~~Nuts shall be~~ capable of developing the full strength of the bolts. Threads shall be Coarse Thread Series conforming to the requirement of the American Standard for Screw Threads. Bolts and cap screws shall have hexagon heads and nuts shall be Heavy Hexagon Series (where applies) .
- B. The length of all bolts shall be such that after joints are made up, each bolt shall extend through the entire nut, but in no case more than 1/2 inch beyond the nut.

2.04 SHOP PRIME PAINT

- A. Shop Prime Paint: To ensure compatibility with deferred field-applied paint or coating systems for ferrous metals other than stainless steel, ductile iron, galvanized steel, and cast iron, provide surface preparations and use shop prime paint product and manufacturer as painting, or protective coating system intended for field application. Shop prime shall not be provided on portions of work immediately adjacent to intended field welds, nor portions intended for embedment.

PART 3 - EXECUTION

3.01 FABRICATION AND INSTALLATION REQUIREMENTS

- A. Fabrication and Erection: Except as otherwise indicated, the fabrication and erection of structural steel shall conform to the requirements of the AISC 303.
 - 1. The work of this section shall be coordinated with related trades. Particular attention is required for items to be embedded in concrete work. All punching and drillings, indicated or required, shall be provided for the attachment of other work to that of this section.
- B. Protection: The Contractor shall provide and be responsible for protection and repair of adjacent surfaces and areas which may become damaged as a result of work in this section. Work performed hereunder shall be protected until completion and final acceptance of project by the Agency. The Contractor shall repair or replace all damaged or defective work to original specified condition at no additional cost to the Agency.
 - 1. Finished floor surfaces and adjacent work shall be protected from damage. Concrete floors shall not be overloaded. Mobile equipment used in placing steel shall have pneumatic tires. Steel members shall not be placed directly on floors; pads of timber or other material shall be used for cushioning.
 - 2. Where welding is done in proximity to glass or finished surfaces, such surfaces shall be protected from damage due to weld sparks, spatter or tramp metal.

3.02 WELDING

- A. Welding Steel: Welding shall be performed in accordance with the "Structural Welding Code- Steel", AWS, D1.1. Welders shall be qualified by tests in accordance with AWS B3.0.

3.03 PAINTING

- A. Painting: One or more shop coats of paint shall be given on all ferrous metals, except cast-iron, ductile iron, stainless steel and galvanized metals. Before priming, surfaces shall be thoroughly cleaned. Shop coats shall be allowed to dry before materials are loaded for delivery to the job site. After erection, all areas shall be painted where the shop coats have been rubbed off or omitted and all field bolting and welding areas as specified for shop priming.

*** END OF SECTION ***

SECTION 16000

GENERAL ELECTRICAL PROVISIONS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope: Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to complete the electrical Work. The provisions of this section apply to all the following Division 16 Sections whether specifically referred to in those sections or not.
- B. Coordination:
 - 1. Review installation procedures under other Sections and coordinate the installation of items that must be installed with the formwork, walls, partitions, ceilings and panels.
 - 2. Contractor shall be responsible for the installation of all conduits, inserts and other items to be embedded in the concrete, or built into walls, partitions, ceilings or panels constructed by other Contractors. Contractor shall provide other Contractors with detailed plans or sketches of the location of said conduits and other built-in items as may be required. Contractor shall keep himself fully informed of the construction where conduits and other built-in items are to be installed. Contractor shall install said conduits and other built-in items in such a manner and within such time periods as will not unnecessarily delay the Work of the other Contractors.
- C. General:
 - 1. Interpretation of Drawings:
 - a. The Drawings show the principal elements of the electrical installation. They are not intended as detailed working drawings for the electrical Work but as a complement to the Specifications to clarify the principal features of the electrical systems.
 - b. It is the intent of this Section that all equipment and devices, furnished and installed under this and other Sections, be properly connected and interconnected with other equipment so as to render the installations complete for successful operation, regardless of whether all the connections and interconnections are specifically mentioned in the Specifications or shown on the Drawings.

1.2 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 - 1. Codes: Material and equipment shall be installed in accordance with the current standards and recommendations of the National Electrical Code, the National Electrical Safety Code, and with local codes which apply. Where discrepancies arise between codes, the most restrictive regulation

shall apply.

2. Tests by Independent Regulatory Agencies: All electrical material and equipment shall be new and shall bear the label of the Underwriters' Laboratories, Inc., or other nationally-recognized, independent testing laboratory, wherever standards have been established and label service regularly applies.

B. Reference Standards: Electrical material and equipment shall conform in all respects to the latest approved standards of the following:

1. National Electrical Manufacturers Association (NEMA).
2. The American National Standards Institute (ANSI).
3. The Institute of Electrical and Electronic Engineers (IEEE).
4. Insulated Power Cable Engineers Association (IPCEA).
5. National Electrical Code (NEC).
6. National Electrical Safety Code (NESC).

1.3 SUBMITTALS

- A. Shop drawings shall include the following information to the extent applicable to the particular item:
1. Manufacturer's name and product designation or catalog number.
 2. Electrical ratings.
 3. Conformance to applicable standards or specifications of ANSI, ASTM, ICEA, IEEE, ISA, NEC, NEMA, NFPA, OSHA, UL, or other organizations.

1.4 JOB CONDITIONS

- A. Contractor shall examine the site and existing facilities in order to compare them with the Drawings and Specifications with respect to the conditions of the premises, location of and connection to existing facilities and any obstructions which may be encountered.
- B. Contractor is cautioned to perform his work with due regard to safety and in a manner that will not interfere with installed equipment or in any way cause interruption of any of the functions of the plant.

1.5 GROUNDING

- A. Ground conductors shall be medium hard drawn, standard copper, bare for direct burial and green insulated for installation in conduits. They shall be sized to comply with the National Electrical Code.
- B. All non-metallic conduit shall have a code sized ground wire installed.

END OF SECTION

SECTION 16010

GENERAL ELECTRICAL REQUIREMENTS

PART 1 – GENERAL

1.1 DESCRIPTION

This Section includes materials, installation, and testing of the electrical system.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Electrical Testing: 16950

1.3 SUBMITTALS

- A. Submit shop drawings in accordance with the General Provisions and the following.
- B. Complete fabrication, assembly, and installation drawings, wiring and schematic diagrams; and details, specifications, and data covering the materials used and the parts, devices, and accessories forming a part of the equipment furnished shall be submitted in accordance with the submittals section. Submittal data shall be grouped and submitted in three separate stages. The submittal for each stage shall be substantially complete. Individual drawings and data sheets submitted at random intervals will not be accepted for review. Instrument tag numbers indicated on the contract drawings shall be referenced where applicable. Submittal data for multifunctional instruments shall include complete descriptions of the intended functions and configurations of the instruments.
 - 1. First Stage Submittal
 - a. Product catalog cut sheets clearly marked to show the model number, optional features, and intended service of the device.
 - b. A detailed list of any exceptions, functional differences, of discrepancies between the supplier's proposed system and the contract requirements.
 - 2. Second Stage Submittal
 - a. Complete panel fabrication drawings and details of panel wiring, piping, and painting. Panel and subpanel drawings shall include overall dimensions, metal thickness, door swing, mounting details, and front of panel arrangement to show general appearance, with spacing and mounting height of instruments and control devices.
 - b. System wiring and installation drawings for all interconnection Wiring between components of the systems furnished and for all interconnecting wiring between the related equipment and the equipment furnished under this section. Wiring diagrams shall show complete circuits and indicate all connections.
 - c. If panel terminal designations, device interconnections, device features and options, or other features are modified as a result of the fabrication process or factor testing, revised drawings shall be

resubmitted.

- d. Electronic Files of Shop Drawings: Submit electronic files for all shop drawings in AUTOCAD 2015 (latest version) format.
- e. At the supplier's option, and for projects with very few fabrication drawings, the first stage and second stage submittal may be combined.

3. Third Stage Submittal

- a. Complete system documentation, in the form of operation and maintenance manuals, shall be provided. Manuals shall include complete product instruction books for each item of equipment furnished.
- b. Where instruction booklets cover more than one specific model or range of instrument, product data sheets shall be included which indicate the instrument model number, calibrated range, and all other special features. A complete set of "as-built wiring, fabrication, and inter connection drawings shall be included with the manuals.
- c. Electronic files for shop drawings: Submit as-built electronic files for all shop drawings in AUTOCAD 2015 (latest version) format.

1.4 REGULATORY AGENCIES AND STANDARDS

- A. Regulatory Agencies: Installations, materials, equipment, and workmanship shall conform to the applicable provisions of the following agencies:
 - 1. National Electrical Code (NEC), 2011 Edition.
 - 2. State Department of Industrial Safety (CAL/OSHA).
 - 3. Local authorities having lawful jurisdiction pertaining to the work required.
- B. Underwriters' Laboratories, Inc. (UL): Materials, appliances, equipment, and devices shall conform to the applicable UL standards. The label of, or listing by, UL is required wherever applicable.
- C. Standards: Where referenced in these specifications or on the drawings, the publications and standards of the following organizations apply:
 - 1. American Society of Testing and Materials (ASTM)
 - 2. National Electrical Manufacturers Association (NEMA)
 - 3. National Fire Protection Association (NFPA)
 - 4. American National Standards Institute (ANSI)
 - 5. Institute of Electrical and Electronic Engineers (IEEE)
 - 6. Insulated power Cable Engineers Association (IPCEA).

1.5 INDUSTRY REGULATIONS AND LAWS

In case of difference between the building codes, Specifications, State law, local ordinances, industry standards, utility company regulations, fire insurance carrier's requirements, and the contract documents, the most stringent shall govern. The

Contractor shall promptly notify the Engineer in writing of such differences.

1.6 UTILITY COMPANY REQUIREMENTS AND FEES

- A. The Agency will make application for electric and telephone service. The Agency will pay utility company fees, cable charges, and added facilities charges.
- B. The Contractor shall make any service and installation agreements that the utility companies may require.

PART 2 - MATERIALS

2.1 GENERAL

- A. Similar materials and equipment shall be the product of a single manufacturer.
- B. Provide only products which are new, undamaged, and in the original cartons or containers.
- C. Materials and equipment shall be the standard products of manufacturers regularly engaged in the production of such material and shall be the manufacturer's current design.
- D. Materials and equipment shall be suitable for storage, installation, and operation in an ambient of 0°C to 50°C except where more stringent conditions are stated in individual equipment specifications.
- E. Electrical equipment and panels shall be factory finished with manufacturer's standard primer and enamel topcoats, unless stated otherwise in the individual equipment specifications. Provide one pint of the equipment manufacturer's touchup paint per 500 square feet of painted surface for repair of damaged enamel topcoats.

2.2 OPERATION, MAINTENANCE, AND REPAIR MANUAL

- A. The organization of the initial submittals as required by these contract documents shall be compatible to eventual inclusion as one volume of the operation, maintenance, and repair manuals.
- B. Operation manuals shall be prepared and submitted to the Engineer for preliminary review in six copies. When the Engineer is satisfied that these are complete and properly prepared, six final sets shall be delivered to the Engineer. The complete operation manual shall contain all the information included in the preliminary equipment submittal, the detailed installation submittal, programming instructions, and the additional information required herein, all bound in hard cover binders and arranged for convenient use including tab sheets, all indexed and cross referenced, and all final as-built drawings.
- C. The operation manuals shall contain:
 - 1. Calibration and Maintenance Instructions
 - 2. Trouble-Shooting Instructions
 - 3. Instructions for Ordering Replacement Parts

2.3 AS-BUILT DRAWINGS

- A. As-built drawings shall be submitted at the completion of work, which depict the

final configuration of all installed equipment. All shop drawings shall be updated by the originator to "As-Built" status. As-Built drawings shall be provided to the Engineer in both hardcopy and digital formats. Digital format shall be in AUTOCAD 2015 (latest version).

- B. The Contractor shall clearly indicate on As-Built plans the following information:
1. All conduit runs exactly as installed.
 2. Location of all underground conduits.
 3. Forming, cabling, and identification of all power and control circuits within pull boxes, and terminal boxes.
 4. All changes and/or deviations in locations, routing, or dimensions or additions to any part of the Electrical work.
 5. Interior views of each pull box identifying each conduit entrance by conduit number.
 6. Complete and accurate wiring, schematic, and interconnecting wiring diagrams for all equipment supplied and all work performed.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The drawings indicate connections for typical equipment only. If the equipment furnished is different from what is shown, provide the modifications necessary for a safe and properly operating installation in accordance with the equipment manufacturer's recommendations.
- B. The drawings indicate diagrammatically the desired location and arrangement of outlets, conduit runs, equipment, and other items. Field determine exact location based on physical size and arrangement of equipment, finished elevations, and obstructions.
- C. Work or equipment not indicated or specified which is necessary for the complete and proper operation of the electrical systems shall be accomplished without additional cost to the Owner.

3.2 PERFORMANCE TESTS

- A. After the electrical installation is complete, test it to demonstrate that the entire system is in proper working order and in accordance with the drawings and specifications.

END OF SECTION

SECTION 16111
RIGID CONDUIT

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope:
1. Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install conduit and fittings to form complete, coordinated and grounded raceway systems.
 2. Exposed routing of conduits on the walls, ceiling, or floor will not be allowed unless pre-approved by the Engineer.
- B. Coordination:
1. Conduit runs shown are diagrammatic.
 2. Coordinate conduit installation with piping, ductwork, lighting fixtures and other systems and equipment and locate so as to avoid interferences and eliminate tripping hazards.
- C. Related Section:
- | | |
|---------------|------------------|
| Section 16112 | Flexible Conduit |
|---------------|------------------|

1.2 QUALITY ASSURANCE

- A. Reference Standards: Comply with applicable provisions and recommendations of the following except where otherwise shown or specified:
1. NEC Article 347 Rigid Nonmetallic Conduit
 2. L Standard No. 514 Electrical Outlet Boxes and Fittings
 3. UL Standard No. 651 Schedule 40 and 80 PVC Conduit
 4. UL Standard No. 886 Electrical Outlet Boxes and Fittings for Use in Hazardous Locations
 5. NEMA TC2 Electrical Plastic Tubing, Conduit and Fittings

1.3 NEMA TC3 PVC Fittings for Use with Rigid PVC Conduit and Tubing

1.4 SUBMITTALS

- A. Shop Drawings: Submit for approval the following:
1. Manufacturer's catalog cuts and technical information for the conduit, fittings and supports proposed for use.
 2. Layout drawings showing proposed routing of exposed conduits, conduits embedded in structural concrete and conduits directly buried in earth. Drawings shall show locations of pull and junction boxes and all penetrations in walls and floor slabs.

3. All material and equipment of similar nature and use shall be of one manufacturer.
- B. Record Drawings: Include the actual routing of exposed and concealed conduit runs on record drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Non-metallic Conduit (buried locations):
 1. PVC Plastic:
 - a. Material: Schedule 40 PVC plastic, NEMA Type EPC-40-PVD, 90° C rated, conforming to UL No. 651.
 - b. Manufacturer: Provide non-metallic conduit of one of the following:
 - 1) Amoco Chemicals Corporation.
 - 2) Carlon, Division of Indian Head, Incorporated.
 - 3) Or equal.
 2. Non-metallic Fittings: Form elbows, bodies, terminations, expansions and fasteners of same material and manufacturer as base conduit. Provide cement by same manufacturer as base conduit.
- B. PVC-Coated Conduit (all above grade exposed locations and in vaults)

PVC coated conduit shall be hot-dip galvanized including the threads. The interior and exterior surfaces shall be coated with a heat polymerizing lacquer 0.005 inch thick. The exterior of the conduit shall be PVC coated to a minimum 40 mil thickness. The PVC coating shall be permanently bonded to the conduit. The coating shall have a minimum tensile strength of 3500 psi. The bond between the conduit and PVC coating shall be greater than the tensile strength of the PVC coating. A PVC coated coupling shall have a 1.5 mils phenolic coating. A PVC coated coupling shall be furnished with each length of the conduit. The PVC sleeve of the coupling shall equal the OD of the coated conduit and shall extend 1-1/2 inches from each end of the coupling.
- C. Conduit Tags:
 1. Material: 19 gauge, 1-1/2-inch diameter round brass with backfilled legend, Style #250-BL as manufactured by Seton Nameplate Corporation or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install in conformance with National Electrical Code.
- B. Supports:
 1. Rigidly support conduits by clamps, hangers or Unistrut channels.
 2. Support single conduits by means of one-hole pipe clamps in combination with

one-screw back plates, to raise conduits from the support surface. Support multiple runs of conduits on trapeze type hangers with steel horizontal members and threaded hanger rods, Kindorff or equal. Rods shall be not less than 3/8-inch diameter, and shall be cadmium coated.

3. For PVC coated rigid steel conduit runs, supports and hardware shall be PVC coated or 316 stainless steel.
- C. Fastenings: Fasten raceway systems rigidly and neatly to supporting structures by the following methods:
1. To Hollow Masonry Units: Toggle bolts.
 2. To Brick Masonry: Price expansion bolts, or equal.
 3. To Concrete: Phillips; Hilti Corporation; or equal, anchors.
 4. To Steel: Welded threaded studs, beam clamps or bolts with lockwashers or locknuts.
 5. All hardware, clamps and spacers shall be 316 stainless steel.
- D. Exposed Conduit (not allowed without pre-approval by the Engineer):
1. Install parallel or perpendicular to structural members or walls.
 2. Install on structural members in protected locations.
 3. Locate clear of interferences.
 4. Maintain 1/4 inch from walls.
 5. Install vertical runs plumb. Unsecured drop length not to exceed 12 feet.
- E. Conduit Embedded in Concrete:
1. Separation: Three times outer diameter of larger conduit center to center.
 2. Minimum Slab Thickness:
 - a. With no crisscrossing of conduit, three times outer diameter of conduit.
 - b. With crisscrossing of conduits, four times outer diameter of larger conduit.
 3. Run conduit in center of slabs and walls.
 4. Before concrete is placed, make the necessary location measurements of the conduit to be embedded so that the information is available to prepare record drawings.
 5. RGS conduit in below grade walls and slabs shall be PVC jacketed or wrapped with an approved tape.
- F. Underground Conduits:
1. Install underground conduits a minimum of 24 inches below grade unless otherwise indicated.
 2. Perform all excavation, bedding, backfilling and surface restoration including pavement replacement where required.
 3. Make conduit connections watertight.

- G. Field Bends: No indentations. Diameter of conduit shall not vary more than 15 percent at any bend.
- H. Joints:
1. Apply conductive compound to all joints before assembly.
 2. Make up joints tight and ground thoroughly.
 3. Use standard tapered pipe threads for conduit and fittings.
 4. Cut conduit ends square and ream to prevent damage to wire and cable.
 5. Use full threaded couplings. Split couplings not permitted.
 6. Use strap wrenches and vises to install conduit. Replace conduit with wrench marks.
- I. Terminations:
1. Install insulated bushings on conduits entering boxes or cabinets, except threaded hub types.
 2. Provide locknuts on both inside and outside of enclosure for grounding.
 3. Bushings not to be used in lieu of locknuts.
- J. Moisture Protection:
1. Plug or cap conduit ends at time of installation to prevent entrance of moisture or foreign materials.
 2. Make underground and embedded conduit connections watertight.
 3. Thruwall Seals: Install for conduits passing through new exterior subsurface walls or base slabs of buildings and for conduits passing through existing exterior walls. For individual exposed conduits passing through interior walls, install non-metallic sleeves to protect the conduit against action of alkaline substances which may be present. Conduits passing through fire rated walls shall have approved seals. Conduits passing through hazardous area walls shall be grouted with epoxy-based cement to develop a gas tight seal.
 4. Drainage: Pay particular attention to drainage for conduit runs. Wherever possible, install conduit runs so as to drain to one end and away from buildings. Avoid pockets or depressions in conduit runs.
- K. Core drill for individual conduits passing through existing concrete slabs and walls. Obtain authorization from Engineer prior to core drilling. Seal spaces around conduit with epoxy grout. Restore surfaces to original condition unless otherwise noted.
- L. Non-metallic Conduit:
1. Install in accordance with manufacturer's recommendations.
 2. Join sections in accordance with manufacturer's installation procedures for push-fit, bell and spigot type joints, if applicable or with manufacturer's recommended cement.
 3. During installation provide expansion fittings for expansion and contraction to compensate for temperature variations. Expansion fittings shall be watertight and of the type suitable for direct burial.
 4. Provide watertight expansion/deflection fittings at all wall and floor penetrations

of all buildings and equipment concrete pads.

3.2 TESTING

- A. Test conduits by pulling through each conduit a cylindrical mandrel not less than two pipe inside diameters long, having an outside diameter equal to 90 percent of the inside diameter of the conduit.
- B. Maintain a record, by number, of all conduits testing clear.

3.3 IDENTIFICATION

- A. Tag all conduits at the ends and in all intermediate boxes, chambers, handholes and other enclosures. Fasten tags to conduits with No. 14 AWG insulated copper wire. Where this method is not practical, fasten to the adjacent masonry by means of stainless steel expansion bolts.
- B. Use numbers on all conduits as designated in the cable and conduit list and record the conduit numbers and the cable content by cable designation, size, quantity, origin of conductors, and name of equipment served.

END OF SECTION

SECTION 16112
FLEXIBLE CONDUIT

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope: Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install flexible metallic conduit and fittings.

1.2 QUALITY ASSURANCE

- A. Reference Standards: Comply with applicable provisions and recommendations of the following except where otherwise shown or specified.
1. NEC Article 351 Liquid-Tight Flexible Metal Conduit
 2. UL Standard No. 360 Liquid-Tight Flexible Steel Conduit

1.3 SUBMITTALS

- A. Shop Drawings: Submit for approval the following:
1. Manufacturer's catalog cuts and technical information for flexible conduit and fittings proposed for use.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Flexible Conduit
- All Flexible metal conduit shall be PVC coated, and formed from spirally wound galvanized steel strip with successful convolutions that are securely interlocked. Minimum size of the flexible metal conduit shall be 1/2 inch. Fittings shall be of the compression type. Lengths shall not exceed 60 inches. Flexible metal tubing shall include a code size insulated green ground conductor.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install at motors and equipment which are subject to vibration or require movement for maintenance purposes. Provide necessary reducer where equipment furnished cannot accept 3/4-inch size flexible conduit. Limit flexible conduit length to three feet maximum
- B. Install in conformance with National Electrical Code requirements.

END OF SECTION

SECTION 16122
600 VOLT CABLE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope:
 - 1. Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install 600-volt cable.
 - 2. Insulated cable is required for installation.
- B. Related Sections:
 - 1. Section 16450 Grounding Systems (for ground cable)

1.2 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 - 1. Codes: Cable shall be installed in accordance with the standards and recommendations of the National Electrical Code. Where discrepancies arise between codes, the most restrictive regulation shall apply.
 - 2. Tests by Independent Regulatory Agencies: Cable shall bear the label of the Underwriters' Laboratories, Inc.
- B. Reference Standards: Comply with applicable provisions and recommendations of the following except where otherwise shown or specified:
 - 1. ASTM B 3 Soft or Annealed Copper Wire
 - 2. ASTM B 8 Concentric-Lay-Stranded Copper Conductors, Hard, Medium-hard or Soft
 - 3. IPCEA S-66-524, Cross-linked-thermosetting- polyethylene-insulated
NEMA WC7-1971 Wire and Cable for the Transmission and Distribution of Electrical Energy
 - 4. National Electrical Code
 - 5. UL Standard No. 44 Wires and Cables, Rubber-Insulated

1.3 SUBMITTALS

- A. Shop Drawings: Submit for approval the following:
 - 1. Manufacturer's literature, specifications, and engineering data for 600-volt insulated cable.
- B. Test Records: Submit for review copies of written records of field insulation resistance test results.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Insulated Cable:
 - 1. Material: Copper cable conforming to ASTM B 3 and B 8 with flame-

retardant, moisture and heat resistant thermoplastic insulation with nylon outer jacket rated 90C in dry locations and 75C in wet locations and listed by UL as Type THHN/THWN.

2. Application: Use THHN/THWN for all applications.
 3. Wire Sizes: Not smaller than No. 14 AWG for all circuits.
 4. Stranding: All 600-volt cable shall be stranded.
 5. Manufacturer: Provide cable of one of the following:
 - a. Pirelli Cable Corporation.
 - b. Triangle PWC, Incorporated.
- B. Cable Connectors, Solderless Type:
1. For wire sizes up to #4/0 AWG, use compression indent type.
 2. Product and Manufacturer: Provide one of the following:
 - a. T & B Sta-Kon.
 - b. Burndy Hylug.
 - c. Or equal.
 3. For sizes #250 MCM and larger, use connectors with at least 2 compression indents and provision for at least 2 bolts for joining to apparatus terminal.
 4. Properly size connectors to fit fastening device and wire size.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install all cables complete with proper terminations at both ends. Check and correct for proper phase sequence and proper motor rotation. Check for proper control connection. All electrically common wires shall have the identical wire tag number at all points and ends.
- B. Pulling:
1. Use insulating types of pulling compounds containing no mineral oil.
 2. Pulling tension shall be within the limits recommended by the wire and cable manufacturer.
 3. Use a dynamometer where mechanical means are used.
 4. Cut off section subject to mechanical means of gripping and pulling.
- C. Bending Radius: Limit to 6 times cable overall diameter.
- D. Slack: Provide maximum slack at all terminal points.
- E. Splices:
1. Where possible, install cable continuous, without splice, from termination to termination.
 2. Where required, splice in junction box using terminal boards.

- 3. Splices in conduits not allowed.
- 4. Splices in below grade pull boxes or manholes not allowed without specific written approval from the Engineer for method in each instance.
- F. Identification: Identify all conductors by circuit number and phase at each terminal or splice location.
- G. Color code power cables in accordance with Agency's standards.

3.2 TESTING

- A. Test each electrical circuit after permanent cables are in place to demonstrate that the circuit and connected equipment perform satisfactorily and that they are free from improper grounds and short circuits.
- B. Individually test 600-volt cables for insulation resistance between phases and from each phase to ground. Test after cables are installed and again before they are put in service with a Megger whose rating is suitable for the tested circuit. Tests shall meet with the applicable specifications of IPCEA S-66-524 and NEMA WC7-1971.
- C. The insulation resistance for any given conductor shall not be less than the value recommended by the IPCEA or a minimum of 1 megohm for 600 volt and less service, if not IPCEA listed. Any cable not meeting the recommended value or which fails when tested under full load conditions shall be replaced with a new cable for the full length.

END OF SECTION

SECTION 16134

OUTLET BOXES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope: Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install outlet boxes for mounting wiring devices and lighting fixtures.

1.2 QUALITY ASSURANCE

- A. Reference Standards: Comply with applicable provisions and recommendations of the following except where otherwise shown or specified:
 - 1. NEC Article 370 Outlet, Switch and Junction Boxes and Fittings
 - 2. UL Standard No. 514 Electrical Outlet Boxes and Fittings

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Device Boxes (Non-Classified Locations):
 - 1. Material: Cast gray iron alloy, or cast malleable iron, with zinc electroplate finish in all exposed locations. Zinc-coated sheet steel may be furnished for wall recessed installations.
 - 2. Device Cover Plates:
 - a. Stainless steel Type 302 alloy for indoor finished areas.
 - b. Stainless steel screws and hardware.
 - 3. Manufacturer: Provide device boxes of one of the following:
 - a. Crouse-Hinds Company.
 - b. Appleton Electric Company.
 - c. Or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Fasten boxes rigidly and neatly to supporting structures.
- B. For units mounted on masonry or concrete walls, provide suitable 1/2-inch spacers to prevent mounting back of box directly against wall.
- C. Leave no open conduit holes in boxes. Close unused openings with capped bushings.
- D. Label each circuit in boxes and identify with durable tag.
- E. Install in conformance with National Electrical Code.

END OF SECTION

SNAP SWITCHES

1.1 DESCRIPTION

- ## 1.2 QUALITY ASSURANCE

- ### 1.3 SUBMITTALS

- ## PART 2 - PRODUCTS

2.1 MATERIALS

- ## TECHNICAL PROVISIONS

- a. Product and Manufacturer: Provide one of the following:
 - 1) Cat. #1222-I, by Harvey Hubbel Incorporated.
 - 2) Cat. #1992-I, by Arrow-Hart Incorporated.
 - 3) Or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wiring devices in outlet or device boxes in accordance with Section 16134 in non-hazardous locations.
- B. Mount wall switches 4 feet-6 inches above finished floor unless otherwise noted.
- C. Install switches in conformance with National Electrical Code.

END OF SECTION

SECTION 16136 RECEPTACLES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope

Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install receptacles.

B. Related Sections:

1. Section 16134, Outlet Boxes.

1.2 QUALITY ASSURANCE

A. Reference Standards: Comply with applicable provisions and recommendations of the following except where otherwise shown or specified:

1. National Electrical Code.
2. UL Standard #1010, Electrical Receptacle - Plug Combinations for Use in Hazardous Locations.

1.3 SUBMITTALS

A. Shop Drawings: Submit for approval the following:

1. Manufacturer's technical information for receptacles proposed for use.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Receptacles for Non-Hazardous Locations:

1. Duplex grounding receptacle, two pole, three wire, 125 volt AC, 20 amperes.
 - a. Product and Manufacturer: Provide one of the following:
 - 1) Cat. #53CM62, by Harvey Hubbell Incorporated.
 - 2) Cat. #5362-CR, by Arrow-Hart Incorporated.
 - 3) Or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wiring devices in outlet or device boxes in accordance with Section 16134 in non-hazardous locations.
- B. Install receptacles in rigid metallic conduit systems in hazardous locations.
- C. Install receptacles with ground pole in the down position.
- D. Mount receptacles 30 inches above finished floor in non-hazardous locations and 4 feet-6 inches above finished floor in hazardous or wet locations and process areas unless otherwise noted.
- E. Install in conformance with National Electrical Code.

END OF SECTION

LIGHTING FIXTURES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope: Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install lighting fixtures.
- B. Coordination: Coordinate location of fixtures with piping, ductwork, openings and other systems and equipment and locate clear of interferences.
- C. Related Work Specified Elsewhere:
 - 1. Section 16134 Outlet Boxes

1.2 QUALITY ASSURANCE

- A. Reference Standards: Comply with applicable provisions and recommendations of the following except where otherwise shown or specified:
1. National Electrical Code
 2. UL Standard #57 – Electric Lighting Fixtures

1.3 SUBMITTALS

- A. Shop Drawings: Submit for approval the following:
1. Manufacturer's catalog costs and technical information for lighting fixtures proposed for use.
 2. Fixture construction details.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Type: Lighting fixtures are noted on the plans. Fixtures to be complete with supports, ballasts, lamps and incidentals as required.
- B. Hardware: All necessary supports, conduit adapters, reducers, brackets and other hardware required for safe fixture mounting shall be furnished. All hardware shall be Type 316 stainless steel, unless otherwise shown on the Contract Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Fixture mounting heights and locations indicated on the supplemental Drawings in the Appendix are approximate and are subject to revision in the field where necessary to clear conflicts and obstructions.
- B. Surface Mounted Fixtures: Attach to appropriate outlet box.
- C. Boxes and Fixtures:
 - 1. For units mounted against masonry or concrete walls, provide suitable

- 1/2- inch spacers to prevent mounting back of box directly against wall.
2. Bolt units rigidly to building with expansion anchors, toggle bolts, hangers or Unistrut.
 3. No boxes shall be installed with open conduit holes.
 4. Cable each circuit and identify with tag.
- D. Mounting Heights: Mounting heights or elevations are to bottom of the fixture or to centerline of device.
- E. Install fixtures in conformance with the National Electrical Code.

END OF SECTION



APPENDIX "A"

**REQUIRED PERMITS
AND
CITY OF UPLAND BUSINESS LICENSE**

**PROJECT No. 16135
BID No. 2024-09**

PD 2ND FLOOR EXPANSION PROJECT



APPENDIX “B”

PROJECT PLANS

PROJECT No. 16135
BID No. 2024-09
PD 2ND FLOOR EXPANSION PROJECT



APPENDIX “C”

Additive Bid Items ADA Compliance Repairs List

**PROJECT No. 16135
BID No. 2024-09**

PD 2ND FLOOR EXPANSION PROJECT



APPENDIX "A"

REQUIRED PERMITS AND CITY OF UPLAND BUSINESS LICENSE

**PROJECT No. 16135
BID NO. 2024-09**

PD 2ND FLOOR EXPANSION



Finance Stamp Here

Construction Permit No. _____

Inspector: _____

Final Inspection By: _____

Street/Lane Closure Permit No. _____

NOTE TO PERMITTEES: ANY WORK NOT LISTED ON THE CITY'S ACTIVE CONSTRUCTION MONITORING LIST, WILL BE SHUT DOWN IMMEDIATELY. PERMIT HOURS 7:00 AM TO 3:30 PM (M-F)

This Permit is not valid without the following items completed.

- ☒ Pre-Construction Meeting is **MANDATORY** before work begins; please contact Inspection at (909) 291-2963 to schedule your meeting. **WORK SHALL NOT COMMENCE UNTIL THE PRE-CON MEETING HAS TAKEN PLACE, OR PERMIT WILL BE REVOKED AND PROJECT WILL BE SHUT DOWN IMMEDIATELY. PRE-CONSTRUCTION MEETINGS MAY BE SCHEDULED AFTER A MINIMUM OF THREE WORKING DAYS FROM THE PERMIT ISSUANCE DATE.**
- ☐ A "Temporary Street Closure Permit" is required. No Street shall be closed, vehicular traffic, or pedestrian access impeded in any way without said permit, please allow 4 to 8 City business days for permit processing. Please contact the Permit Engineer at **PWPERMITS@CI.UPLAND.CA.US** for permit information.
- ☐ A "Truck Access Plan" is required before the work begins; please contact the Permit Engineer at **PWPERMITS@CI.UPLAND.CA.US** for necessary information to complete the Access Plan.
- ☐ "At Risk Improvements" applies to Contractors requesting to work in the Public Right-Of-Way without approved plans. The Developer/Contractor is proceeding at their own risk in commencing this work without City Approved Plans. The Developer/Contractor has supplied the appropriate bonding and Indemnity Letter.
- ☐ Underground Service Alert at 1-800-227-2600 shall be notified by applicant at least 2 working days in advance of any excavation and an Underground Service Alert Inquiry Identification Number shall be obtained from Underground Service Alert. **CONTACTING U.S.A. DOES NOT RELIEVE CONTRACTOR OF RESPONSIBILITY FOR LOCATING OR PROTECTING EXISTING UTILITIES.**

Reference (Tract, P.M., S.P., C.U.P., or Address): _____

General Location/City Plan#/Project #: _____

Contact Name: _____ E-mail Address: _____

Contractor: _____ Telephone: _____

License Number: _____ Expiration Date: _____

Address: _____

Developer (Owner): _____ Telephone: _____

Address: _____

Applicant's Statement

The undersigned hereby applies for permission to undertake, or to have undertaken, construction work within public right-of-way in the City of Upland. Said undersigned has read the conditions **provided as Supplemental Permit Information**. Said undersigned hereby agrees to observe and comply with all permit provisions. All applicable Sections of the Upland Municipal Code and all applicable Sections of the City of Upland Standard Specification for Public Works Construction, and to complete said construction work all in accordance with the approved plan, and/or standard drawing and/or engineering directives and/or special conditions.

Applicant's Printed Name

Signature

Date Signed

This Permit Expires on: _____ Extension _____ Approved By _____

Permit Approval: _____
City Engineer or Authorized Representative Date

Items to be constructed or activities with this Permit

Street

- ☐ AC Paving
- ☐ Curb & Gutter
- ☐ Drive Approach
- ☐ Sidewalk
- ☐ Miscellaneous Items
- ☐ Per Attached Plans

Sewer

- ☐ Sewer Main
- ☐ Manhole
- ☐ Sewer Lateral

Paid with Receipt Number _____

Water

- ☐ Water Main
- ☐ Water Lateral
- ☐ Fire Hydrant
- Storm drain**
- ☐ Storm drain Main

Miscellaneous

- ☐ Pavement Repairs
- ☐ Parkway Landscaping
- ☐ Utility Trench
- ☐ Splice Pit
- ☐ Aerial Work
- ☐ Traffic Control Inspection
- ☐ Grading
- ☐ Stockpile/Material Placement
- ☐ Square Feet Soil Disturbed

Fees

Permit Fee: _____

Inspection Deposit: _____

Total Due this Permit: _____

Account Number

101-300-0000-3205

101-300-0000-3645

REFUND REMAINING DEPOSIT TO: _____

Permit Work Hours

Permit work hours are from **7:00 AM to 3:30 PM**, Monday through Friday (excluding holidays). Any work after 3:30 PM is subject to the overtime inspection rate. Any work outside of the permit hours must be submitted in writing a minimum of four (4) business days/permit hours in advance.

NO WORK ON WEEKENDS AND HOLIDAYS ALLOWED BY THIS PERMIT PERMIT IS VALID ONLY WITHIN CITY RIGHT OF WAY; WORKS ON PRIVATE PROPERTY NEED PRIVATE OWNER'S PERMISSION. ALL PERTINENT ORDINANCES APPLY. PRE-CONSTRUCTION MEETING IS MANDATORY. PAVING WORKS MUST BE COMPLETED WITHIN 30 DAYS FROM BACKFILL IF INCLUDED IN THE SCOPE OF WORKS AND MUST USE ORDINANCE 841.

Temporary Street Closure

Temporary Street Closures require a separate permit and a minimum of 3 to 7 permit business days for processing. Prior to the start of any temporary street and/or lane closure, the applicant is required to notify and receive City approval a minimum of 72 permit business hours in advance. Permit business hours are Monday through Thursday from 8:00 AM to 4:00 PM.

Permit Fee Structure

The minimum fee for a Construction Permit is \$325.00 and is non-refundable. This minimum fee is for minor construction usually for a utility tie-in for a single-family home. Projects that are more extensive require a review on a case-by-case basis.

Public Works Inspection Deposit (Defined)

Inspections are based on an hourly rate. Staff performs an audit when the Inspector finalizes a Construction Permit. This audit consists of deducting the Inspector's documented time (shown on their time sheet) from the deposit.

Permit Extensions

Each permit extension will be assessed a new processing fee. The minimum fee is \$130.00 for each extension. Extension fees will automatically be assessed until the Permittee provides written notification to the City that the construction and all associated activities have been completed and that the permit has been finalized/signed-off by the Public Works Inspector.



City of Upland Public Works Land Development and Transportation Division

PERMIT APPLICATION TEMPORARY STREET AND LANE CLOSURES

NOTE: Please allow a minimum of 8 working days to process the permit application. For Inspections Call (909) 291-2963.

Start Date: _____ Completion Date: _____

Location: _____

Description of Street / Lane Closure: _____

Contact Name: _____ Project Number: _____

Company Name: _____ E-mail Address: _____

Address: _____ Daytime Phone: _____

City, State, Zip: _____ Emergency Phone: _____

Traffic Control Plans (check all that apply):

- ☐ Latest edition of WATCH manual plan/sketch
- ☐ Latest edition of CJUTCM manual plan/sketch
- ☐ Engineered Traffic Control Plans (TCP)

Fees	_____ Full Closure \$450.00 (Subject to Approval)
	_____ Partial Closure \$450.00
	_____ Block Party \$40.00
	_____ Vzn/TW/SCE/Gas - WO# _____
	_____ Traffic Control Plan Check (per fee schedule)

ALL APPLICATIONS MUST CONTAIN THE FOLLOWING INFORMATION. FAILURE TO PROVIDE THE INFORMATION WILL RENDER THE APPLICATION INCOMPLETE AND WILL NOT BE PROCESSED BY CITY STAFF.

1. Proof of valid California contractor's license
2. Proof of valid City Business license
3. Certificate of Liability Insurance
(min. \$1M, with City named as additionally insured)
4. Proof of Workers Compensation
5. Any applicable fees
6. Site plan
7. City Project Number (if applicable)

I agree to all terms, conditions and restrictions listed on the back of the application.

Print Name _____ Signature _____ Date _____

FOR CITY STAFF USE ONLY:

Permit _____		☐ 8:30 am to 3:30 pm
		☐ 8:30 am to 2:00 pm (School Zone)
Effective Date(s): _____ to _____	Work Hours: ☐ _____ to _____	
Permit Number _____	Closure Type: <u>Full / Partial</u> (circle one)	
Permit issued by City of Upland _____		
Signature		Date
Receipt Number _____	Amount Paid \$ _____	CIP or Project # _____
Extended Date(s): _____ to _____		By: _____ Date Extended: _____
Permittee to contact City: _____		Contacted By: _____ Date of Call: _____
☐ (72 hours prior to date)		
Distribution		
☐ Permittee	☐ Fire	☐ PW Traffic
☐ PW Inspector	☐ PW Operations Manager	

Traffic Control Plans:

Work Area Traffic Control Handbook (WATCH) or California Joint Utility Traffic Control Manual (CJUTCM) – It is the responsibility of the applicant to present the City with a reasonable assessment of how the required work zone and existing field condition fits this category. The existing field condition/lane geometry must match the proposed drawing being referenced in the source document.

Engineered Traffic Control Plans (sign and stamped by a registered Traffic Engineer) – For major projects or projects affecting major arterials and/or intersections involving temporary traffic control beyond the scope of WATCH or CJUTCM, an engineered traffic control plan will be required. Final determination of this requirement is made by traffic engineering staff. Engineered plans shall be stamped and signed by a registered civil traffic engineer. Allow two weeks for review of the first plan check submittal and one week for review of subsequent submittals of engineered traffic control plans.

General Notes

The Contractor shall provide and install barricades, delineators, warning devices, and construction signs in accordance with the latest edition of California Manual on Uniform Traffic Control Devices (M.U.T.C.D.). During adverse weather or unusual traffic or working conditions, additional traffic devices shall be placed as directed by the Public Works Director or Authorized Representative.

The Contractor shall relocate, preserve, and maintain the visibility of all existing signs within the project limits, which affect the flow of traffic, as directed by the Public Works Director or Authorized Representative. The Contractor at his expense as directed by the Public Works Director or Authorized Representative shall replace any signs, which are damaged or found to be missing during the course of construction.

The City of Upland and its elected officials, officers, agents, and employees shall not be answerable or accountable in any manner of any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workmen, employees or Contractor or his Sub-Contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent Contractors who are directly responsible to City during the progress of the work or at any time before its completion and final acceptance.

The Contractor will indemnify City and its elected officials, officers, agents, and employees against and will hold and save harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organizations arising out of or in connection with the work, operation, or activities of the Contractor, his agents, employees, Sub-Contractors, or invitees provided for herein whether or not there is concurrent passive or active negligence on the part of the City, its elected officials, officers, agents, and employees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of the City, its employees, servants, or independent Contractors who are directly responsible to City, and in connection therewith: The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.

Conditions

- Prior to the start of the temporary street closure, the applicant is required to notify and receive City approval a minimum of 72 permit business hours in advance (909) 931-4137. Permit business hours are M-Th from 8:00 AM to 4:00 PM.
- Please contact Inspection at (909) 291-2963 for Pre-Con.
- All signs shall be graffiti free and monitored/replaced when damaged.
- Must use flashing arrow boards for lane closures on all streets except for local/residential streets.
- Must backfill or steel plate all trenches during non-working hours.
- Post-temporary "NO PARKING" signs in the vicinity of the work area a minimum of 48 hours prior to closure. Signs shall clearly state effective dates and time of parking restriction.
- Must maintain one (1) lane of traffic in each direction at all times (Min. 12' wide lane).
- Protect any traffic signal detection equipment in-place or restore any equipment damaged by the Permittee within five (5) working days.
- Must maintain access for emergency vehicles to all driveways.
- Must notify all affected residents by letter or door hanger of the street closure a minimum of 48 hours in advance.
- When work is within a school zone, all sidewalks and traffic lanes shall remain open during non-working hours.
- Discretion per City Engineer or Inspector to change Traffic Control.

Restrictions/Comments: _____



Business License Fee Schedule

Effective January 18, 1988, a \$15.00 one-time application fee is added to all new Business License fees. This includes previous City of Upland business license holders who have closed their businesses and wish to re-open. Unless otherwise stated, all license fees (exclusive of application fee) are not to exceed \$864.00 per year.

Retail, Wholesale, Contractor, Service, or any business not otherwise specified will be based on gross receipts as follows:

0	to	20,000	=	\$ 54.00	<i>This category limited to Upland Based Businesses Only</i>			
0	to	40,000	=	\$ 75.60	600,001	to	700,000	= 432.00
40,001	to	60,000	=	97.20	700,001	to	800,000	= 486.00
60,001	to	100,000	=	140.40	800,001	to	900,000	= 540.00
100,001	to	200,000	=	183.60	900,001	to	1,000,000	= 594.00
200,001	to	300,000	=	216.00	1,000,001	to	1,100,000	= 648.00
300,001	to	400,000	=	279.00	1,100,001	to	1,200,000	= 702.00
400,001	to	500,000	=	324.00	1,200,001	to	1,300,000	= 756.00
500,001	to	600,000	=	378.00	1,300,001	to	1,400,000	= 810.00
					1,400,001	to	1,500,000	= 864.00

ADDITIONAL CATEGORIES

Administrative Offices

Base fee	54.00 per year
Each employee	4.50 per year

Manufacturing

One to five employees.....	54.00 per year
Six to fifteen employees	108.00 per year
Sixteen to thirty employees	216.00 per year
Over thirty employees	324.00 per year

Professional / Semi-Professional

Each practicing member of the firm (including real estate agents)	54.00 each per year
Each non professional/semi professional employee	4.50 each per year

Recreation & Entertainment

Rides or games of skill	54.00 per year
Arcade games	54.00 per year
Social club, Dancing club	108.00 per year

Residential Property Rentals

Three units or rooms	54.00 per year
Each additional unit or room	4.50 per year

Solicitations

Solicitors, canvassers, peddlers.....	216.00 per year / per person
---------------------------------------	------------------------------

Transportation

Delivery by Vehicle	54.00 per year / per vehicle
Taxicabs	54.00 per year / per vehicle

Other

Circus, carnival, etc	(issued by permission of City Manager)	540.00 per year
Public Utilities		216.00 per year

**CITY OF UPLAND**

Business Support Center
Business Licensing Division
8839 N Cedar Ave #212
Fresno, CA 93720

(909) 348-0460 , 8:00 a.m. – 5:00 p.m., M-F
support@hdlgov.com

Business License Number**Business License Application**

This application is for:

- ☐ CITY OF UPLAND BUSINESS
☐ CITY OF UPLAND HOME OCCUPATION BUSINESS LICENSE
☐ CONTRACTOR OR OUTSIDE SERVICE DOING BUSINESS IN UPLAND
☐ CHANGE OF BUSINESS NAME*
☐ CHANGE OF BUSINESS ADDRESS*

*Prior Business Name: _____ *Prior Business Address: _____

GENERAL BUSINESS INFORMATION

Business Name (DBA): _____	Start Date: _____
Business Location: _____	City: _____ State: _____ Zip: _____
Mailing Address: _____	City: _____ State: _____ Zip: _____
Business Telephone: () - _____	No. of Employees: _____ Gross Receipts (Projected Next 12 Months): _____
Business Description (detailed summary): _____	

OWNERSHIP TYPE/ IDENTIFICATION NUMBERS/OTHER INFORMATION

OWNERSHIP TYPE:	☐ Corporation	Corporation Name: _____
☐ Sole Proprietorship	☐ Husband & Wife Sole Proprietorship	☐ Partnership
	☐ Non-Profit Org. (Exempt)	☐ LLC
Federal Employer ID: _____	State Employer ID: _____	State Sales Tax/Resale #: _____
Contractor License #: _____	Class: _____	Social Security: - - SIC Code: _____

OWNER/PARTNER/OFFICER INFORMATION

(1)	(2)	(3)
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
Home Address: _____	Home Address: _____	Home Address: _____
City/State/Zip: _____	City/State/Zip: _____	City/State/Zip: _____
Email Address: _____	Email Address: _____	Email Address: _____
Home Telephone: _____	Home Telephone: _____	Home Telephone: _____
Cell Telephone: _____	Cell Telephone: _____	Cell Telephone: _____
Drivers License #: _____	Drivers License #: _____	Drivers License #: _____
Social Security #: - -	Social Security #: - -	Social Security #: - -

NOTICE: I declare under penalty of perjury that the information I have provided is true and correct. I certify I will operate my business in accordance with all applicable Federal, State, and City laws and regulations. I understand that any false statements made are in violation of the City of Upland Municipal Code and are grounds for revocation of the Certificate of Business License. I understand that the term of the Certificate issued for this application will expire if I cease to meet the issuance qualifications. I authorize the City of Upland and its agents to seek information and/or conduct an investigation on this application.

Authorized Signature

Print Signature Name

Date

**Please check to sign up for our Economic Development mailing list**

E-mail: _____



CITY OF UPLAND

BUSINESS LICENSE & ZONING CLEARANCE
APPLICATION PACKAGE

Starting a Business in the City of Upland?

Great!

The City of Upland would like to welcome you to its business community. We know that starting a new business can be exciting and challenging. We wish you success in your new venture!

To operate any business within the City of Upland you must first obtain a business license and meet all zoning requirements. For your convenience we have included a business license application, zoning clearance form, and a list of some of the additional requirements that you may need to consider when applying for your business license.

The City of Upland has contracted with The HdL Companies to provide assistance to the business community for all of their business licensing needs. The Business Support Center offers extended telephone support hours via their toll free telephone number as well as email contact options.

You may contact the Business Support Center for your entire business license needs anytime Monday through Friday from 8am to 5pm at:

- Toll-Free by Phone: 888-602-0239
- E-mail: businesstax@hdlcompanies.com
- Apply online: <https://upland.hdlcompanies.com/>
- Apply by mail: 8839 N. Cedar Avenue #212
Fresno, CA 93720

A GUIDE FOR STARTING A NEW BUSINESS IN UPLAND

The City of Upland is excited that you have chosen to operate a business in our community and we value the many businesses that have made Upland their home. This guide is intended to assist you through our business approval process. The process includes three steps:



Outside contractors who perform work in Upland at the request of individual property owners and who do *not* have a physical location in Upland do not need zoning approval and may skip Step 2 (Zoning Clearance).

The process mentioned above is outlined in more detail below including a description of the specific steps and the agency to contact. Some businesses also have special circumstances. Please read the details below for more information:

Step	What to Do	Who to Contact
Step 1	Obtain Business License Tax Certificate	
1.1	Name The Business This is a very important part of beginning your business since it is the item that will identify you, your service and/or your product to the consumer. Once you have decided your business name, ascertain if the name is available for use. Make inquiries to confirm availability with the Secretary of State for corporate names and San Bernardino County Recorder's office for fictitious name filings.	City of Upland Business Support Center 888-602-0239 ➔ You can also apply online at: https://upland.hdlcompanies.com/
1.2	File And Publish A Fictitious Name Statement If the business is not a legal entity registered with the State of California, or it does not contain the owners surname, such as Jones Roofing, a Fictitious Name Statement must be filed with the County Recorder's office in the county in which the business is based (San Bernardino). This is also a requirement for partnerships not recognized by the State.	San Bernardino County Recorder's Office 855-732-2575

Step	What to Do	Who to Contact
1.3 Determine The Legal Status Of Your Business	Most businesses are classified under one of the following categories of legal status: • <u>Sole-Proprietor</u> – A business owned by a single person or husband and wife who receives profits. • <u>Partnership</u> – Two or more persons who are co-owners of a business for profit. • <u>Corporation</u> – An independent legal tax entity, which remains intact even if its officers and/or directors change; must provide <i>Articles of Incorporation or DBA (Doing Business As), if applicable</i>. • <u>Limited Liability Corporation (LLC)</u> – A non-corporate business whose owner actively participates in the organization's management and are protected against personal liability. • <u>Non-Profit</u> – Must be recognized by the IRS as an exempt entity; <i>must provide supporting documentation – (Section 501C(3))</i>. • <u>Other</u> Check with your legal or financial advisor for the status best suited for your business. Questions concerning incorporation of a business should be directed to the Secretary of State, an attorney, financial advisor, or trade association.	Legal or Financial Advisor
1.4 Apply For Tax ID Numbers	If you plan to hire employees for your business, you must obtain tax identification numbers for reporting purposes. These numbers are used to identify your business on payroll and business income tax returns. To apply for a Federal number, contact the IRS, for a state number contact EDD.	State of California Employment Development (EDD) 800-300-5616 US Department of Treasury Internal Revenue Service 800-829-1040
1.5 Workers Comp Insurance	Workers Compensation Insurance is required by the State of California for any business with employees. Contact the State Industrial Relations Department for information and requirements. Some insurance agencies may also be able to assist.	State of California Industrial Relations Department 800-963-9424
1.6 Obtain Required Permits	Depending upon the type of business, certain permits may be required. Below is a list of possible permits that may apply to your business.	
	<u>Sellers Permit:</u> All retail and wholesale businesses must obtain a Sellers Permit or Resale Permit from the State Board of Equalization. This may be applied for at any local office. Every business that sells goods must collect and then remit sales tax to the State of California. This process is set in motion with the application for the sellers permit.	State of California State Board of Equalization 951-680-6400 800-400-7115
	<u>Health Permit:</u> Eating establishments - food sales and handling. Any business dealing with consumable products must obtain a permit from the County Environmental Health Services Department.	San Bernardino County Environmental Health Services 800-782-4264

Hazardous Materials: Any business which handles hazardous materials (i.e. automotive repair) is also required to obtain a permit from the County Environmental Health Services Department. All businesses should contact the County to verify whether or not a permit is required.

San Bernardino County
Environmental Health Services
800-782-4264

Child/Day Care: Although daycare businesses operated from a private residence are exempt from City business licensing if there are six or fewer children, a State license is required regardless of the number of children. The County and Development Services Department should also be contacted for any additional requirements.

State of California
Community Care Licensing
951-782-4200
800-300-5616

Alcohol Sales: Businesses selling alcohol products consumed on or off the premises must obtain a permit from the California Department of Alcoholic Beverage Control (ABC). The City's Development Services Department should also be contacted for any additional requirements.

State of California
Department of Alcoholic
Beverage Control (ABC)
(951) 782-4400

Secondhand Dealers and Pawn Shops: Businesses are required by the Department of Justice (DOJ) to possess and display a Secondhand Dealer or Pawn Broker license. The Upland Police Department serves as a liaison between the DOJ and the business owner. Contact the Upland Police Department Detective Bureau and request an application for license and Live Scan Service. Also, the Upland Planning Division can tell you whether the proposed business location is zoned for secondhand dealers and pawn shops.

City of Upland
Planning Division
909-931-4130

Upland Police Department
*909-946-7624

**Non-Emergency Number*

Massage Industry: Businesses are required to obtain and display certification from the California Massage Therapy Council. Contact the California Massage Therapy Council for information on certification. Please note certifications for all employees must be obtained prior to issuance of a zoning clearance from the Upland Planning Division.

City of Upland
Planning Division
909-931-4130

State of California
Massage Therapy Council
916-669-5336

1.7 Complete and Submit the Business License Application

Submit your **Business License Application** to the Business Support Center. Be sure to include a copy of your signed zoning clearance application. After filing with all required agencies, a business is ready to obtain a business license. Submit the zoning clearance, all State and County licenses and permits, your fictitious name filing, corporate or partnership documentation and your Tax ID numbers to the Business Support Center. You may also file online at: <https://upland.hdlcompanies.com/>

City of Upland
Business Support Center
1142 S. Diamond Bar Blvd #502
Diamond Bar, CA 91765
888-602-0239

No payment will be required until your application has been reviewed and accepted. You will receive an email verifying the receipt of application. After the business tax fees are paid a business license number issued. A hard copy certificate will be mailed in approximately 6-8 weeks. Upon receipt, the Upland Municipal Code requires it be posted in a conspicuous place within the business.

➡ Please continue to the zoning clearance section (STEP 2) if your business will be located or based inside the City of Upland.

Step	What to Do	Who to Contact
Step 2 Obtain Zoning Approval For Your Location		
2.1 Local Zoning And Building Codes	Visit the Planning Division section of the City's website and review the zoning forms in this package to find out more about the zoning, land use, and building code requirements for your proposed business location. Be sure to do this before you sign leases or sales agreements, and before making any interior or exterior alterations. The Business Support Center staff will assist you determine what zoning clearance, home occupation permit, or other type of prerequisite your business will required based on the activity and location of your proposed business. If your business only requires a zoning clearance or home occupation permit, you may go to Step 2.2	City of Upland Planning Division 909-931-4130
2.2 Complete and Submit the Zoning Clearance Forms	All new business must complete and submit a Zoning Clearance Application. Please submit all zoning related documentation to the Business Support Center with your Business License Application. If you plan to conduct your business from a residence (home based business) located in the City of Upland you will also need to complete a Home Occupation Application. <i>** Please note that once a zoning clearance is approved, it is only active for 30 day period. It is very important that you complete all the required prerequisites for your business type in order to obtain a business license certificate. **</i>	City of Upland Business Support Center 888-602-0239
	<u>Building Permit:</u> Businesses wishing to make interior or exterior alterations to a tenant space must obtain any necessary permits from the Development Services Department.	City of Upland Planning Division Development Services 909-931-4130
Step 3 Construction	After obtaining building permits, perform any construction or building modifications required by the City as necessary for the successful operation of your business. Once you have passed a final inspection or received a certificate of use and occupancy, you may open for business.	City of Upland Building & Safety Division 909-931-4110
Step 4 GRAND OPENING!	Congratulations! We hope your business thrives in the City of Upland.	

ADDITIONAL INFORMATION

Additional sources for information pertaining to starting or relocating a business include: Chamber of Commerce, the Small Business Administration, counselors, attorneys, your local library, financial advisors, tax consultants, and the City of Upland website and Municipal Code.

DISCLAIMER

This handout is intended as a guideline and tool for business owners. The City of Upland does not guarantee these are the only steps your particular business may need prior to opening. Any technical questions should be directed to the responsible agency or your professional consultant. Upland cannot take responsibility for operation of your business.

HELPFUL NUMBERS

There are a number of entities involved in the process of obtaining all necessary licenses and permits when opening a business at the local, State, and federal level. The following is a list of helpful numbers of these various agencies:

UPLAND CITY OFFICES

www.ci.upland.ca.us

CITY HALL

460 N. Euclid Avenue
Upland, CA 91785
(909) 931-4100

BUILDING DIVISION

460 N. Euclid Avenue
Upland, CA 91785
(909) 931-4110

BUSINESS LICENSES

Business Support Center
8839 N. Cedar Avenue #212
Fresno, CA 93720
(888) 602-0239

CODE ENFORCEMENT

460 N. Euclid Avenue
Upland, CA 91785
(909) 931-4260

PLANNING DIVISION

460 N. Euclid Avenue
Upland, CA 91785
(909) 931-4130

FIRE DEPARTMENT

475 N. 2nd Avenue
Upland, CA 91785
Non-Emergency (909) 931-4180

PUBLIC WORKS

1370 N. Benson Avenue
Upland, CA 91785
(909) 931-4230

POLICE DEPARTMENT

1499 W. 13th Street
Upland, CA 91785
Non-Emergency (909) 946-7624

COUNTY OFFICES

<http://www.sbcounty.gov/>

AUDITOR/CONTROLLER/RECORDER

Fictitious Business Name
222 W. Hospitality Lane, First Floor
San Bernardino, CA 92415-0022
(855) REC-CLRK or (909) 387-8306

DEPARTMENT OF PUBLIC HEALTH

County Government Center
385 N. Arrowhead Avenue
San Bernardino, CA 92415
(800) 782-4264

MISCELLANEOUS

CHAMBER OF COMMERCE

215 N. 2nd Ave., #D
Upland, CA 91785
www.uplandchamber.org
(909) 204-4465

CALIFORNIA MASSAGE THERAPY COUNCIL

One Capitol Mall, Suite 320
Sacramento, CA 95814
www.camtc.org
(916) 669-5336

BETTER BUSINESS BUREAU

www.bbb.org
(909) 825-7280

INLAND EMPIRE SMALL BUSINESS DEVELOPMENT CENTER

3780 Market Street
Riverside CA 92501
www.iesmallbusiness.com
(951) 781-2345

STATE AND FEDERAL OFFICES

www.ca.gov

ALCOHOLIC BEVERAGE CONTROL (ABC)

www.abc.ca.gov

(951) 782-4400

ATTORNEY GENERAL

www.caag.state.ca.us

(800) 952-5225

BOARD OF EQUALIZATION

www.boe.ca.gov

Riverside Office

(951) 680-6400 or (800) 400-7115

CONSUMER AFFAIRS

www.dca.ca.gov

(800) 952-5210

CONTRACTOR'S STATE LICENSING BOARD

www.cslb.ca.gov

Sacramento

(800) 321-2752

DEPARTMENT OF JUSTICE (DOJ)

www.oag.ca.gov

Sacramento

(800) 952-5225

DEPARTMENT OF SOCIAL SERVICES COMMUNITY CARE LICENSING

www.cclld.ca.gov

Riverside/San Bernardino Office

(951) 782-4200

EMPLOYMENT DEVELOPMENT

www.edd.ca.gov

(800) 300-5616

FRANCHISE TAX BOARD

www.ftb.ca.gov

(800) 338-0505

INTERNAL REVENUE SERVICE (IRS)

www.irs.gov

(800) 829-1040

SECRETARY OF STATE

www.sos.ca.gov

Sacramento

(916) 653-3795

SMALL BUSINESS ADMINISTRATION

www.sbaonline.sba.gov

(800) U-ASK-SBA

ADDITIONAL INFORMATION

BUSINESS LICENSE REQUIREMENTS

Businesses operating within Upland City limits are required to have a business license. This includes home-based businesses, contractors, and outside services doing business in Upland. Chapter 5.04 of the Upland Municipal Code states in part, "It is unlawful for any person to transact and carry on any business, trade, profession, calling, or occupation in the city (Upland) without first having procured a license . . ."

FILING YOUR BUSINESS LICENSE APPLICATION

The Business License Application is a general form used for all types of businesses; complete only applicable information pertinent to your business.

Contractors: Must include their State Contractors License Number.

Residential Property Rental: If there are less than 3 total rental units NO business license is required in the City of Upland.

Fictitious Name Statement: If surname is not included in the business name, a Fictitious Name Statement and proof of publication must be provided.

BUSINESS DESCRIPTION

Provide a detailed description of the type of business you intend to operate. It may be necessary to attach a written operations summary to include a detailed analysis of what your business operations entail.

RENEWAL

The City will mail one courtesy renewal notice annually. It is your responsibility to renew your business license during the month following the expiration of your license. Penalties will be assessed if the City does not receive your renewal payment during this timeframe. Business licenses will expire either on June 30th or on December 31st of each year.

CLOSURE

You must notify the Business Support Center in writing when you close your business.

CHANGES

Notify the Business Support Center in writing if you have a change of address or a change of business name; fee is \$2.00. Licenses are non-transferable. If you sell your business, it is your responsibility to notify the City and close your license. The new business owner or entity must apply for a new license.

SB-1186 FEE

State Law SB-1186 requires the City to charge a fee of \$1 on any application for a business license or similar instrument, permit, or renewal thereof. The purpose of this fee is to increase disability access and compliance with construction-related accessibility requirements, and to develop educational resources for businesses in order to facilitate compliance with federal and state disability laws, as specified. SB-1186 was signed into law by Governor Jerry Brown on September 19, 2012 and became effective on January 1, 2013.

**** The above information provides general information on applying for a Business License in the City of Upland. Should you require additional information, please contact Customer Service at 888-602-0239 ****



APPENDIX "B"

PROJECT ENGINEERING DRAWINGS

**PROJECT No. 16135
BID NO. 2024-09**

PD 2ND FLOOR EXPANSION

CONSTRUCTION PLANS FOR

METAL DECK

1. METAL DECK SHALL BE STEEL AND SHALL BE "VERCO" PER PLAN. STEEL DECK FROM OTHER MANUFACTURERS WILL BE ACCEPTABLE PROVIDED THE DECK HAS PHYSICAL DIMENSIONS AND PROPERTIES EQUAL TO OR GREATER THAN THE "VERCO" STEEL DECK, INCLUDING I.C.B.O. APPROVED DIAPHRAGM SHEAR VALUES.
2. ALL METAL DECK SHALL BE GALVANIZED.
3. METAL DECK IS USED AS A DIAPHRAGM.
4. METAL DECK SHALL BE PLACED IN CONTINUOUS LENGTHS.
5. METAL DECK SHALL BE ERECTED SUCH THAT THE RIBS ARE NORMAL TO THE SUPPORTING BEAMS.
6. ALL METAL DECK WELDING SHALL HAVE SPECIAL INSPECTION. WELDING SHALL BE DONE BY A QUALIFIED WELDER IN LIGHT GAGE STEEL WELDING.

STRUCTURAL STEEL

1. ALL STRUCTURAL STEEL SHALL CONFORM TO A.S.T.M. A-36 SPECIFICATIONS AND TO THE U.S.I.S.C. SPECIFICATIONS FOR FABRICATION AND ERECTION.
2. ALL BOLTS SHALL CONFORM TO A.S.T.M. A-307 FOR UNFINISHED BOLTS, EXCEPT WHERE SPECIFICALLY NOTED AS HIGH STRENGTH BOLTS WHICH SHALL CONFORM TO A.S.T.M. A-325.
3. ALL WELDING SHALL BE DONE BY A CERTIFIED WELDER AND CONFORM TO A.W.S. SPECIFICATIONS.
4. ALL FIELD WELDING SHALL BE SPECIAL INSPECTED IN ACCORDANCE WITH THE UNIFORM BUILDING CODE.
5. ALL FABRICATED STEEL SHALL BE PRIMED AND FINISH COATED AFTER FABRICATION WITH A COATING SYSTEM AS IDENTIFIED IN THE PROJECT SPECIFICATIONS.
6. ALL STRUCTURAL STEEL SHALL BE FABRICATED IN THE SHOP OF A LICENSED FABRICATOR AND SHOP DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER THROUGH THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION.
7. ALL STEEL PIPE SHALL CONFORM TO A.S.T.M. A-500 GRADE B AND STEEL TUBE SHALL CONFORM TO A.S.T.M. A-500 GRADE B, FY=50,000 PSI.
8. ALL LIGHT GAUGE STEEL MEMBERS SHALL CONFORM TO A.S.T.M. A-570, GRADE 50, FY=50,000 PSI.

REINFORCING STEEL

1. ALL REINFORCING STEEL SHALL CONFORM TO A.S.T.M. (A-615) GRADE 40 FOR NO. 5 BARS AND SMALLER, GRADE 60 FOR NO. 6 BARS AND LARGER.
2. USE LOW HYDROGEN ELECTRODES, GRADE (E-7) FOR WELDING REINFORCING BARS.
3. REINFORCING MARKED "CONTINUOUS" SHALL BE SPLICED WITH A MINIMUM LAP OF FORTY (40) BAR DIAMETERS IN MASONRY AND THIRTY-TWO (32) BARS DIAMETERS IN CONCRETE.
4. NO PIPE OR DUCT SHALL BE PLACED IN CONCRETE SLAB WALL OR FOOTING UNLESS SPECIFICALLY DETAILED.
5. ALL REINFORCING SHALL BE SECURELY TIED AND BRACED IN PLACE PRIOR TO POURING CONCRETE OR PLACING MASONRY.
6. ALL CONCRETE INTERIOR SLABS ON GRADE SHALL BE REINFORCED WITH 6"x6"xW1.4xW1.4 E.W.W.F. UNLESS OTHERWISE NOTED ON THE PLANS.

CONCRETE

1. ALL CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. (GREENBOOK)
2. CEMENT SHALL CONFORM TO A.S.T.M. (C-150) TYPE I OR II.
3. FINE AND COARSE AGGREGATE SHALL CONFORM TO A.S.T.M. (C-33) FOR STANDARD WEIGHT CONCRETE.
4. LIGHTWEIGHT CONCRETE AGGREGATE SHALL CONFORM TO A.S.T.M. (C-33) EXPANDED. SHALE OF APPROVED MANUFACTURE.
5. DRYPACK SHALL BE COMPOSED OF ONE PART OF PORTLAND CEMENT TO NOT MORE THAN THREE PARTS OF SAND.
6. ANCHOR BOLTS, DOWELS, INSERTS, ETC. SHALL BE SECURELY TIED IN PLACE PRIOR TO POURING CONCRETE.
7. CONCRETE SHALL BE CURED BY KEEPING CONTINUOUSLY WET FOR TEN DAYS OR BY AN APPROVED CURING COMPOUND.
8. CONCRETE FILL OVER STEEL DECK SHALL BE 3,000 PSI LIGHTWEIGHT CONCRETE WITH 4"x4"xW1.4xW1.4 E.W.W.F.

ELECTRICAL

1. ALL WIRE, CONDUIT, BOXES AND FIXTURES PROVIDED FOR THE COMPLETION OF THIS PROJECT AND THE INSTALLATION OF SUCH SHALL BE IN CONFORMANCE WITH THE NATIONAL ELECTRICAL CODE, LATEST EDITION.



SCALE: 1" = 100'

CONTRACTOR'S RESPONSIBILITY FOR SAFETY

IN SUBMITTING A BID FOR THIS WORK, THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THE REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, ANY AND ALL CITY AND COUNTY AGENTS OR REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE ENGINEER, OR THE CITY OF UPLAND AND ITS AGENTS OR REPRESENTATIVES.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT THE EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND WITH "CONSTRUCTION SAFETY ORDERS". THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR AND SUBCONTRACTOR'S COMPLIANCE WITH SAID REGULATION AND ORDERS.



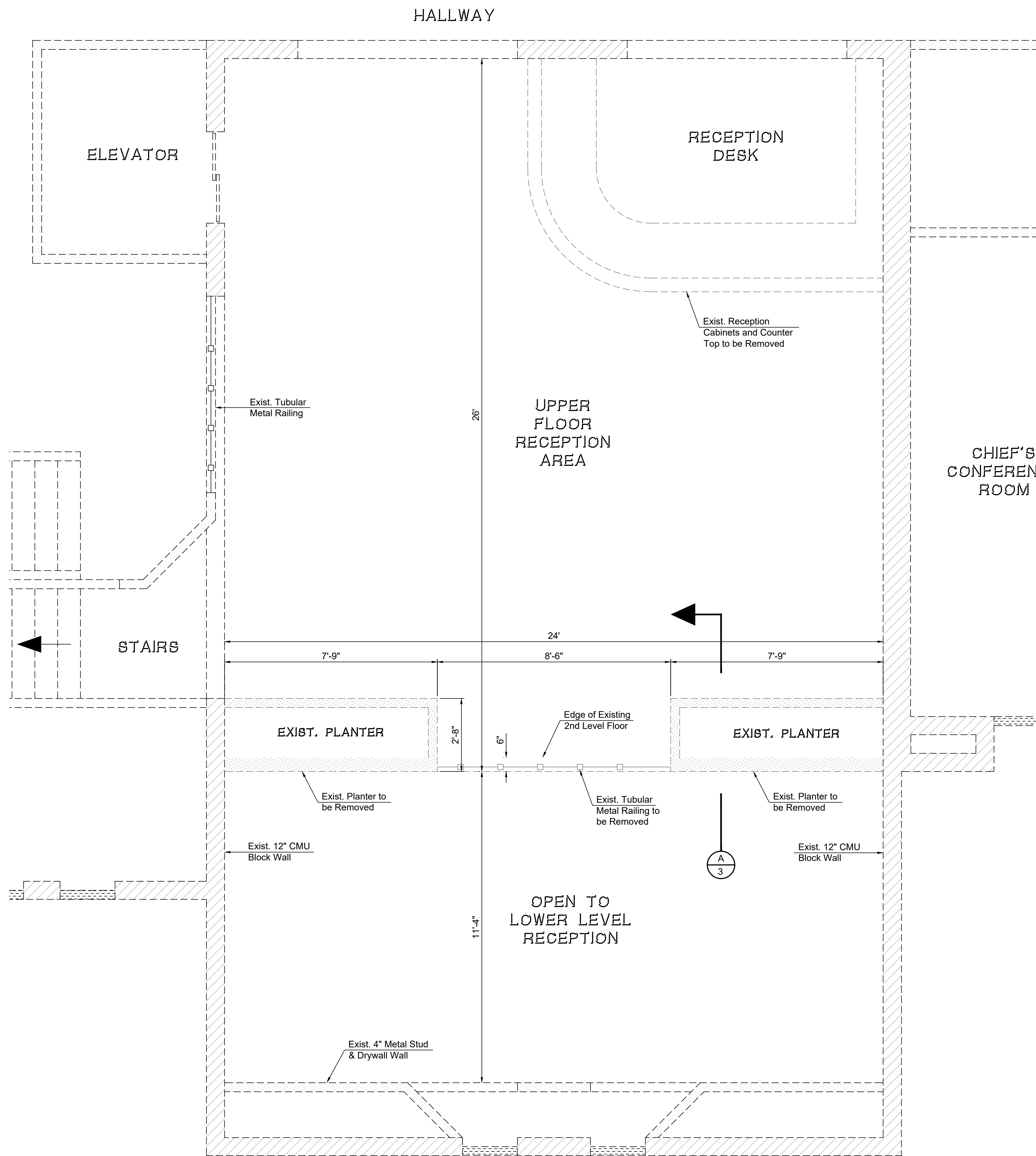
NOT TO SCALE

ENGINEERS NOTICE TO CONTRACTOR

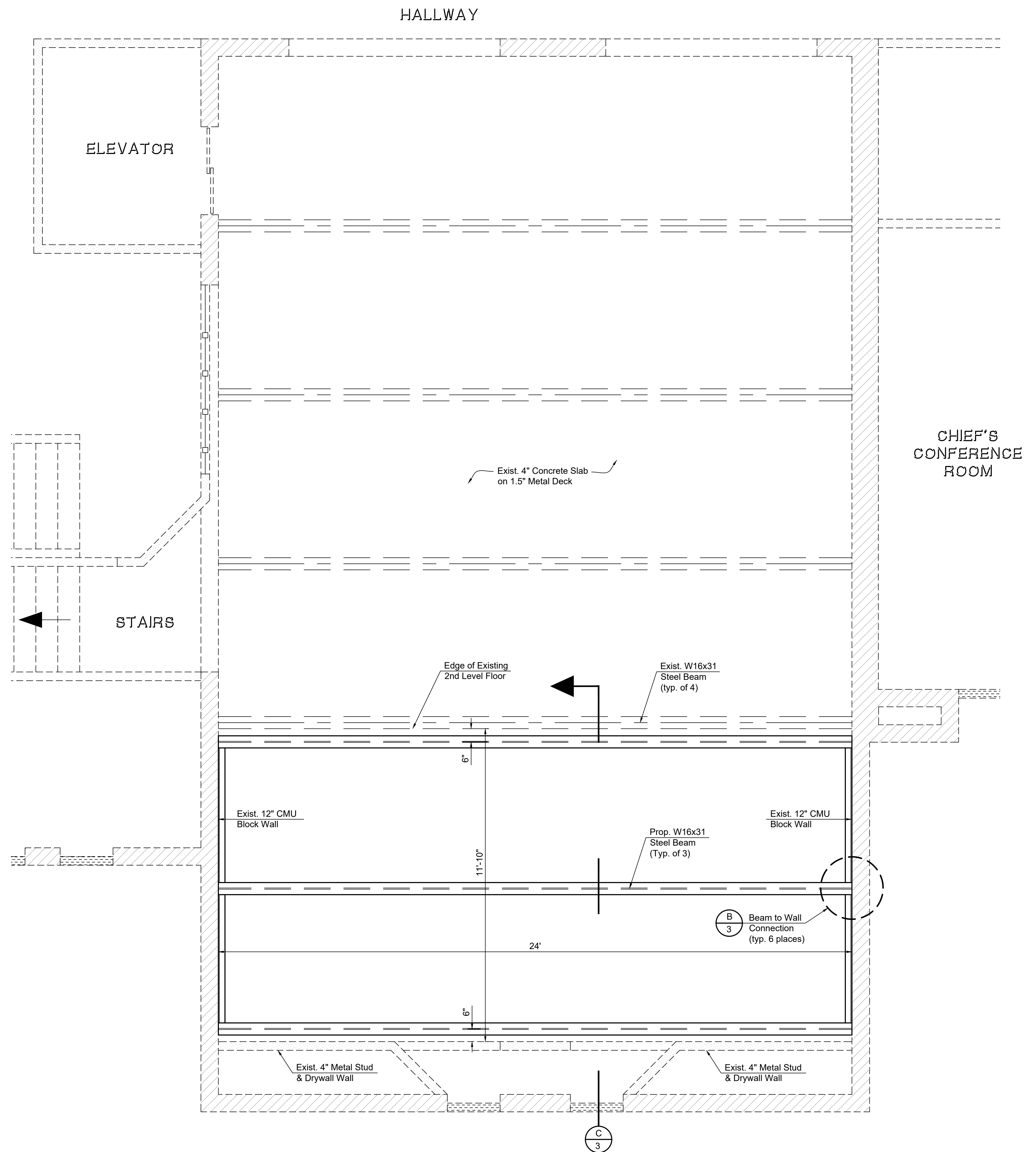
THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER NEITHER ASSUMES ANY LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.), PHONE NUMBER 1-800-227-2600, TWO WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT, ISSUED BY THE PUBLIC WORKS DEPARTMENT, SHALL BE VALID INVOLVING UNDERGROUND FACILITIES, UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

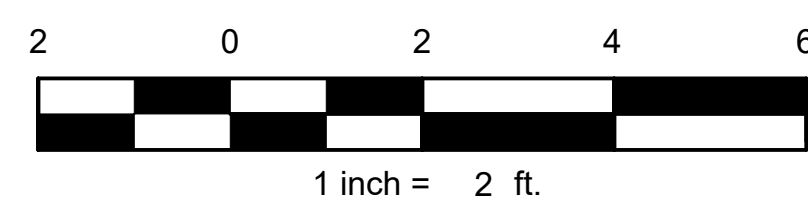
BENCHMARK: B.M. NO. 1TE-86 LOCATION: 2' CITY OF UPLAND BRASS DISC SET IN POC BASE FOR STREET LIGHT #2121092E, 22 SIO CL 17TH ST. AND 140' EIO CL SAN ANTONIO AVE. ELEVATION = 1562.07 FT.		DIGALERT DIAL TOLL FREE 1-800-227-2600 AT ALL TIMES WHEN YOU DIG BEFORE YOU DIG		<table><thead><tr><th colspan="4">REVISIONS</th><th>DATE</th><th>APP'VD</th></tr></thead><tbody><tr><td>MARK</td><td>DATE</td><td>INITIAL</td><td>DESCRIPTION</td><td></td><td></td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> 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EXISTING 2ND FLOOR PLAN
Scale: 1" = 2'-0"



PROPOSED 2ND FLOOR PLAN
Scale: 1" = 2'-0"

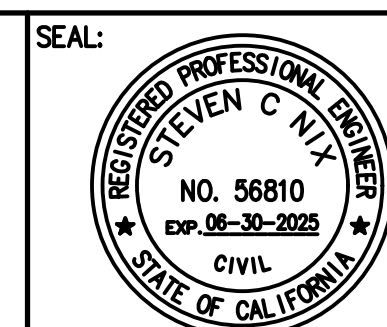


BENCHMARK:
B.M. NO. 11E-86
LOCATION: 2" CITY OF UPLAND BRASS
DISC SET IN PCC BASE FOR
STREET LIGHT #2121092E,
22' S/O CL 17TH ST. AND
140' E/O CL SAN ANTONIO
AVE.
ELEVATION = 1562.87 FT.



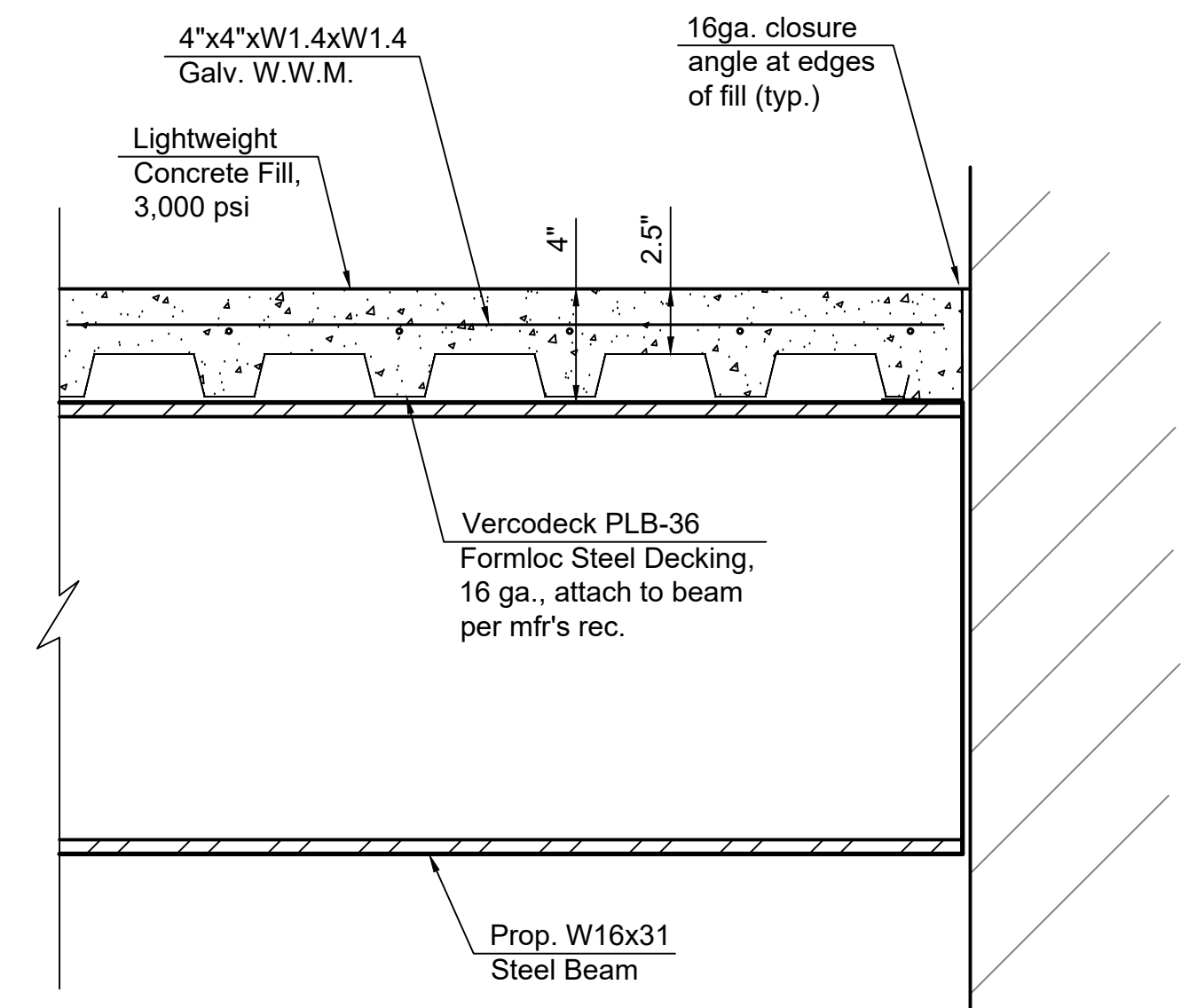
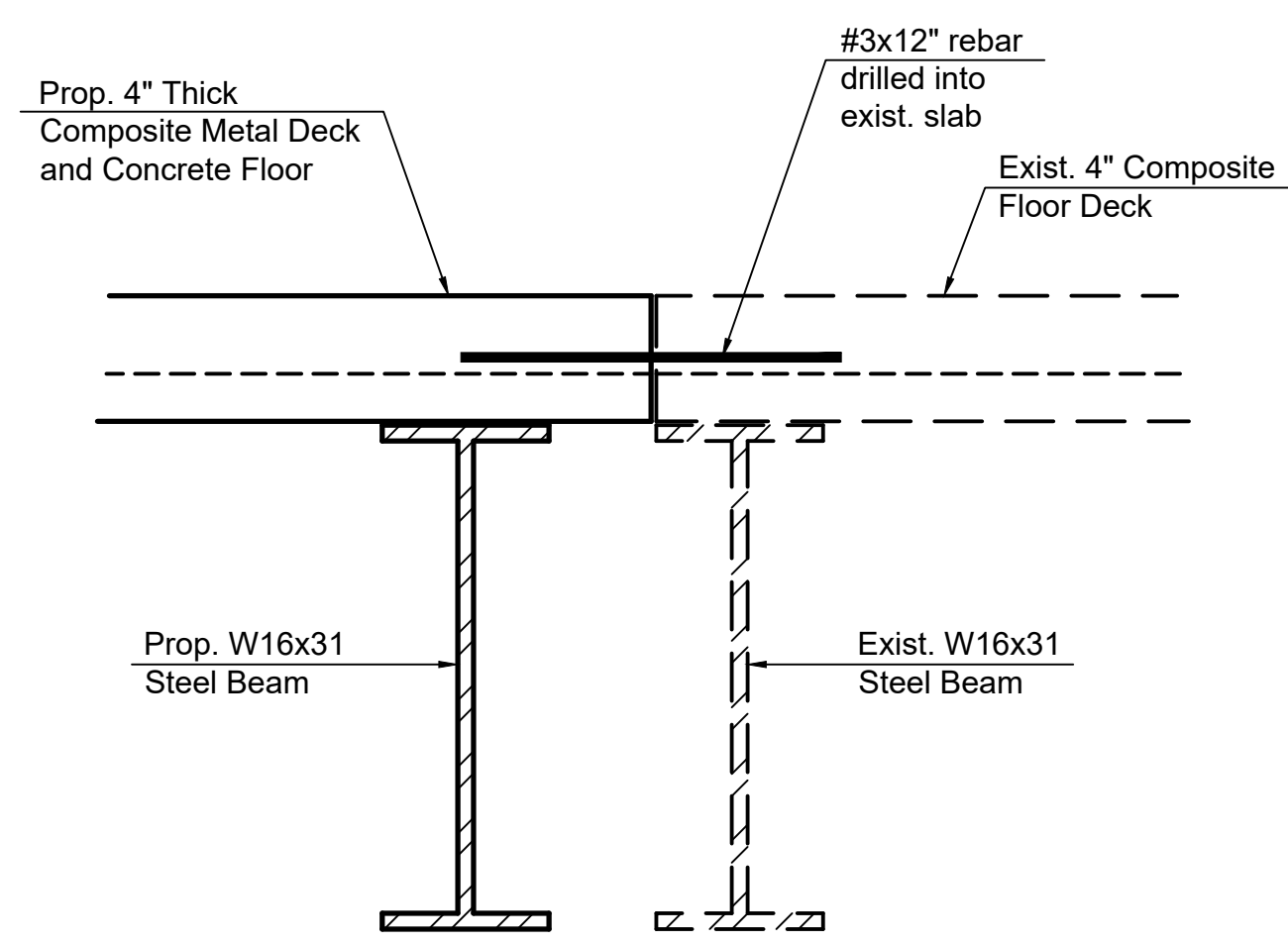
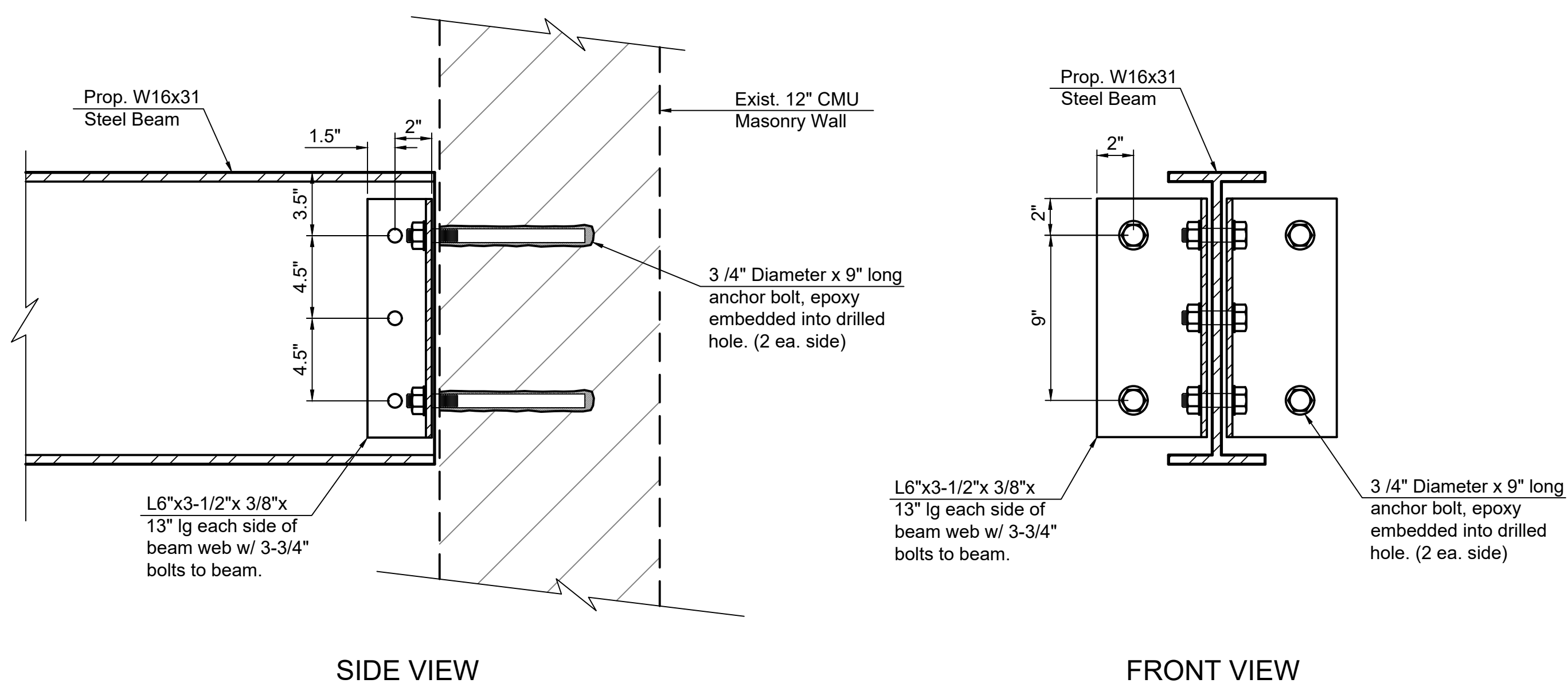
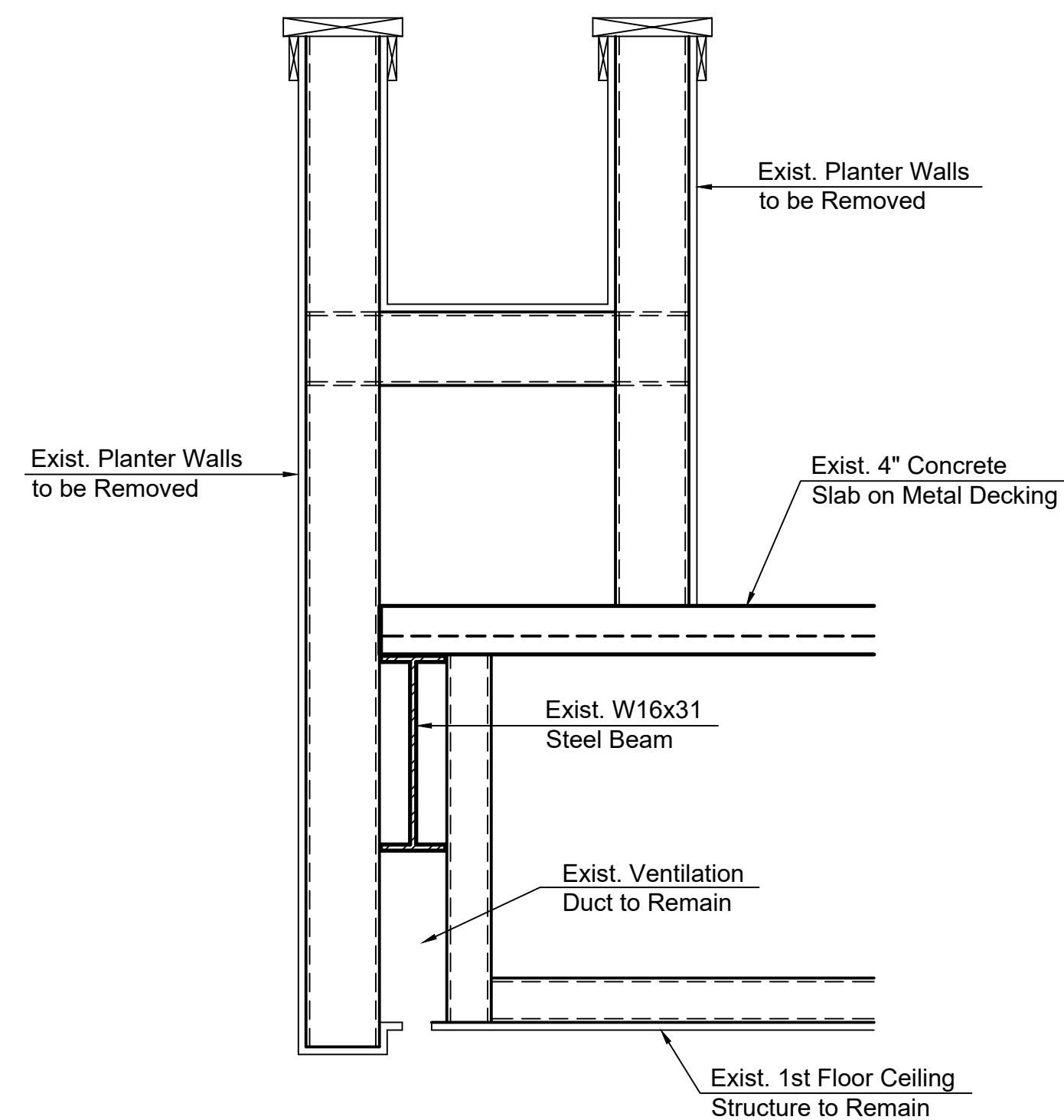
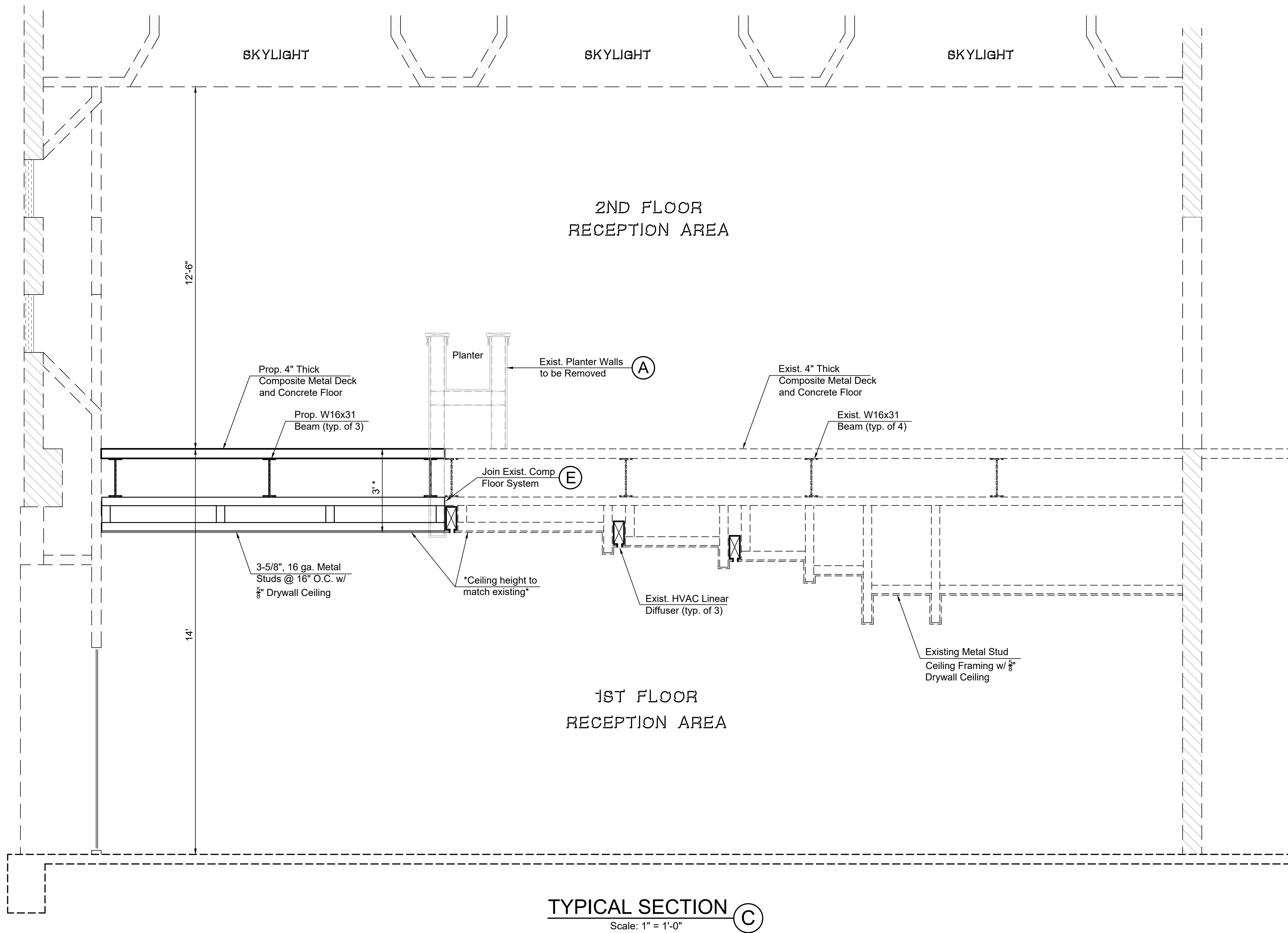
REVISIONS					
MARK	DATE	INITIAL	DESCRIPTION	DATE	APPROVED

PLANS PREPARED BY
TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
Steven Nix 09/26/24



DRAWN BY: SN	APPROVED BY:
DESIGNED BY: SN	ENGINEERING MANAGER DATE
CHECKED BY: BC	R.C.E. C65272 EXP. DATE 9/30/25
RECOMMENDED BY:	

CITY OF UPLAND POLICE STATION - CIP PROJECT 16135 2ND FLOOR EXPANSION FLOOR PLAN	SHEET
	2
	OF 6 SHEETS DRAWING NO.

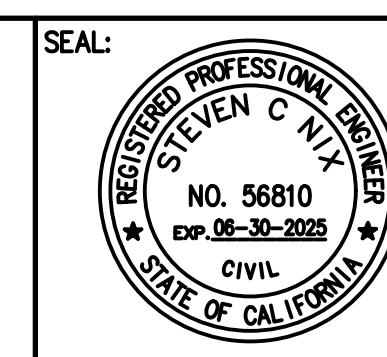


BENCHMARK:
B.M. NO. 11E-86
LOCATION: 2" CITY OF UPLAND BRASS
DISC SET IN PCC BASE FOR
STREET LIGHT #21210025.
22' S/O CL 17TH ST. AND
140' E/O CL SAN ANTONIO
AVE.
ELEVATION = 3562.07 FT.



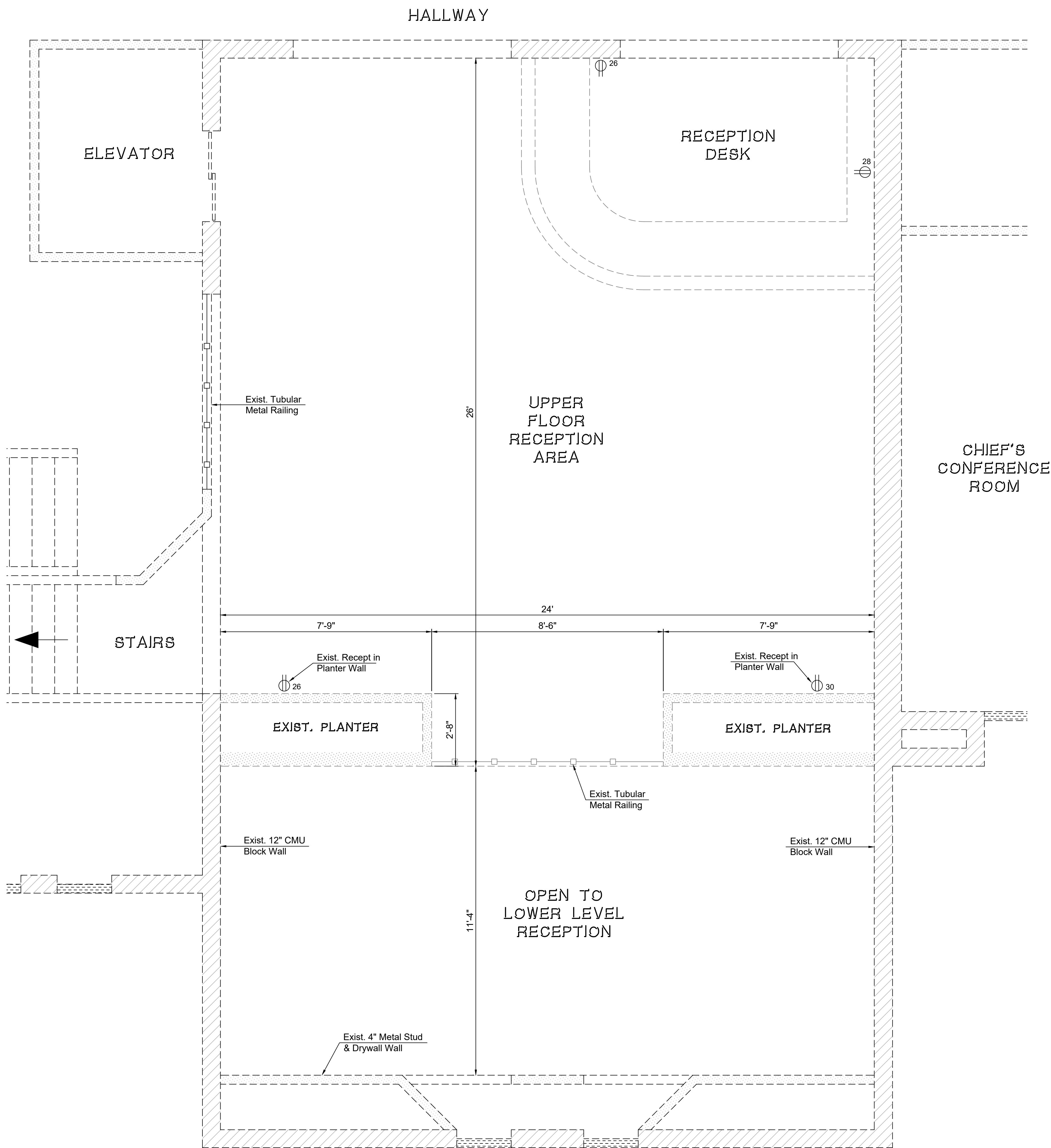
REVISIONS					
MARK	DATE	INITIAL	DESCRIPTION	DATE	APP'D

PLANS PREPARED BY
TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
Steven Nip 09/26/24

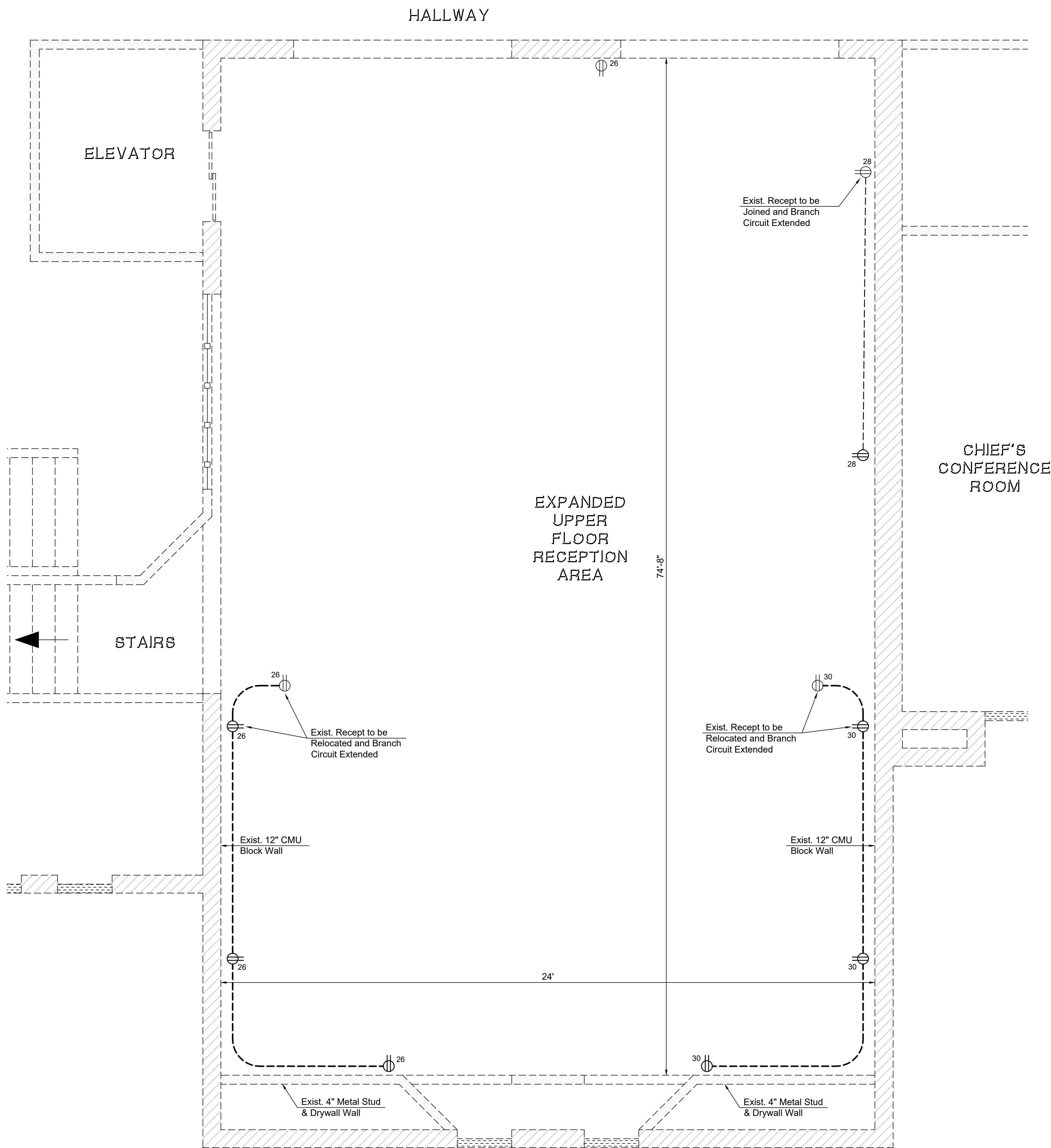


DRAWN BY: SN	APPROVED BY:
DESIGNED BY: SN	ENGINEERING MANAGER DATE
CHECKED BY: BC	R.C.E. C85272 EXP. DATE 9/30/25
RECOMMENDED BY:	

CITY OF UPLAND		SHEET
POLICE STATION - CIP PROJECT 16135		3
2ND FLOOR EXPANSION		OF 6 SHEETS
DETAILS AND SECTIONS		DRAWING NO.

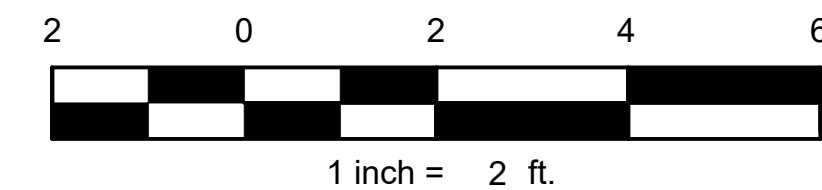


EXISTING 2ND FLOOR ELECTRICAL
Scale: 1" = 2'-0"



ELECTRICAL NOTE:
EXISTING BRANCH CIRCUITS 26, 28 & 30 ARE CONNECTED TO LOAD CENTER "2A" AND EACH CIRCUIT CONSISTS OF A 20A BREAKER WITH 6 EXISTING RECEPTACLES PER CIRCUIT.

PROPOSED 2ND FLOOR ELECTRICAL
Scale: 1" = 2'-0"



BENCHMARK:
B.M. NO. 11E-86
LOCATION: 2" CITY OF UPLAND BRASS DISC SET IN PCC BASE FOR STREET LIGHT #2121092E, 22' S/O CL 17TH ST. AND 140' E/O CL SAN ANTONIO AVE.
ELEVATION = 1562.07 FT.



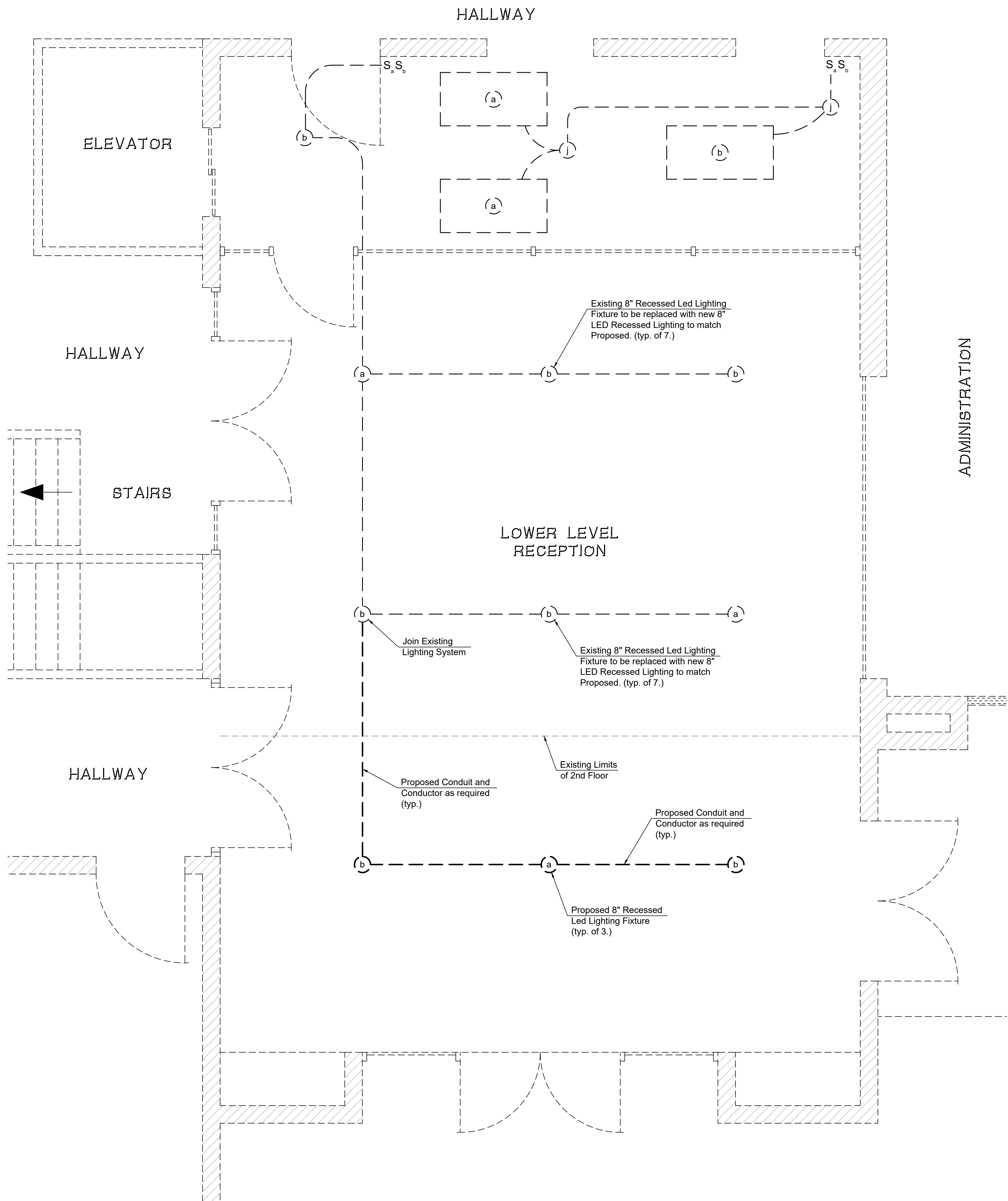
REVISIONS					
MARK	DATE	INITIAL	DESCRIPTION	DATE	APPROV

PLANS PREPARED BY
TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
Steven Nix 09/26/24



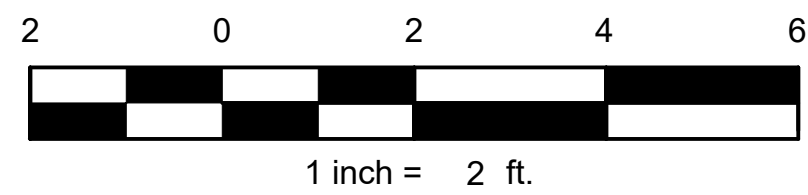
DRAWN BY: SN	APPROVED BY:
DESIGNED BY: SN	ENGINEERING MANAGER DATE
CHECKED BY: BC	R.C.E. C65272 EXP. DATE 9/30/25
RECOMMENDED BY:	

CITY OF UPLAND	
POLICE STATION - CIP PROJECT 16135	
2ND FLOOR EXPANSION	
ELECTRICAL PLAN	



1ST FLOOR LIGHTING PLAN

Scale: 1" = 2'-0"



BENCHMARK:
B.M. NO. 11E-86
LOCATION: 2" CITY OF UPLAND BRASS
DISC SET IN PCC BASE FOR
STREET LIGHT #2121092E,
22' S/O CL 17TH ST. AND
140' E/O CL SAN ANTONIO
AVE.
ELEVATION = 1562.87 FT.



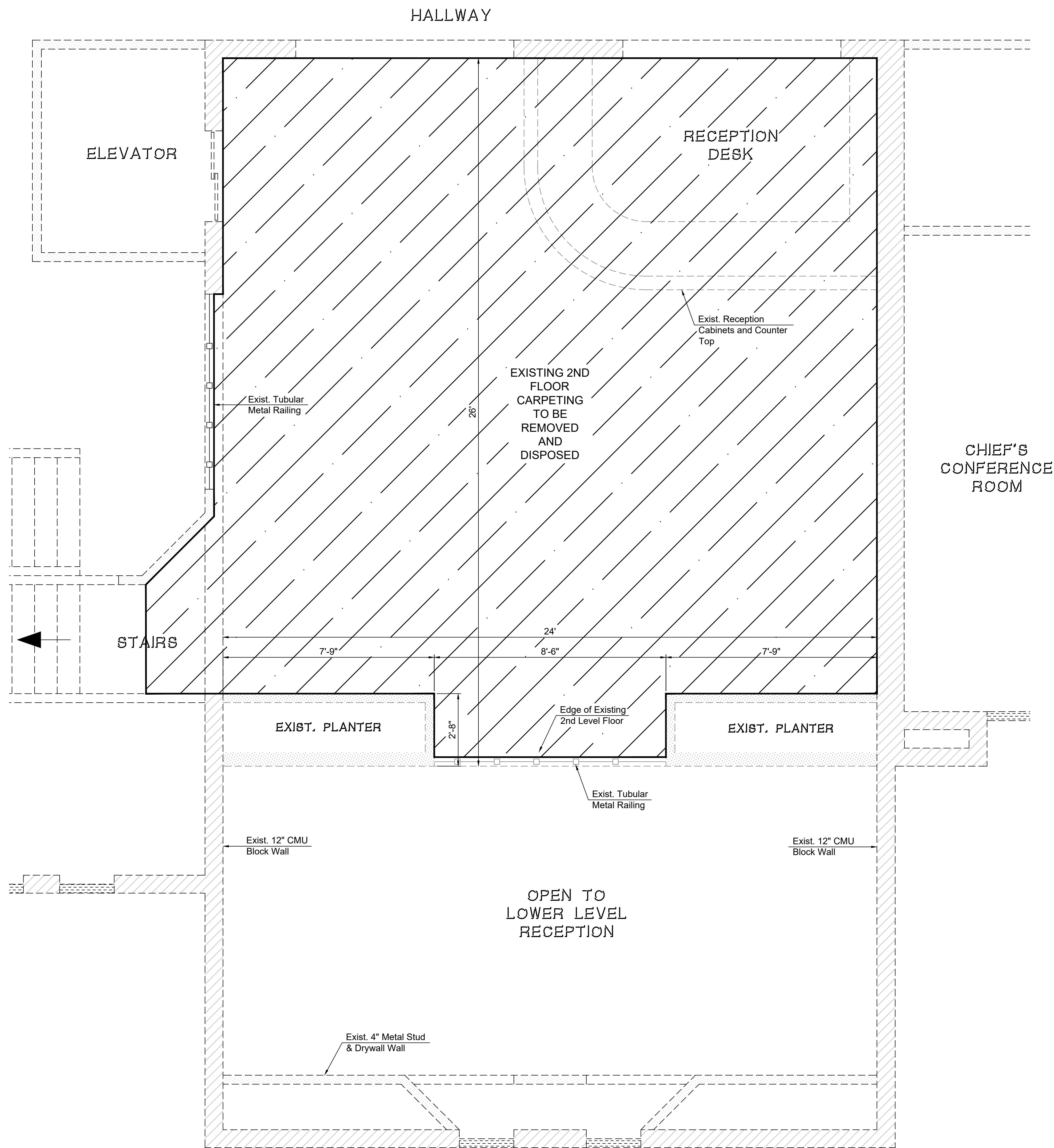
REVISIONS						
MARK	DATE	INITIAL	DESCRIPTION	DATE	APPROV	

PLANS PREPARED BY
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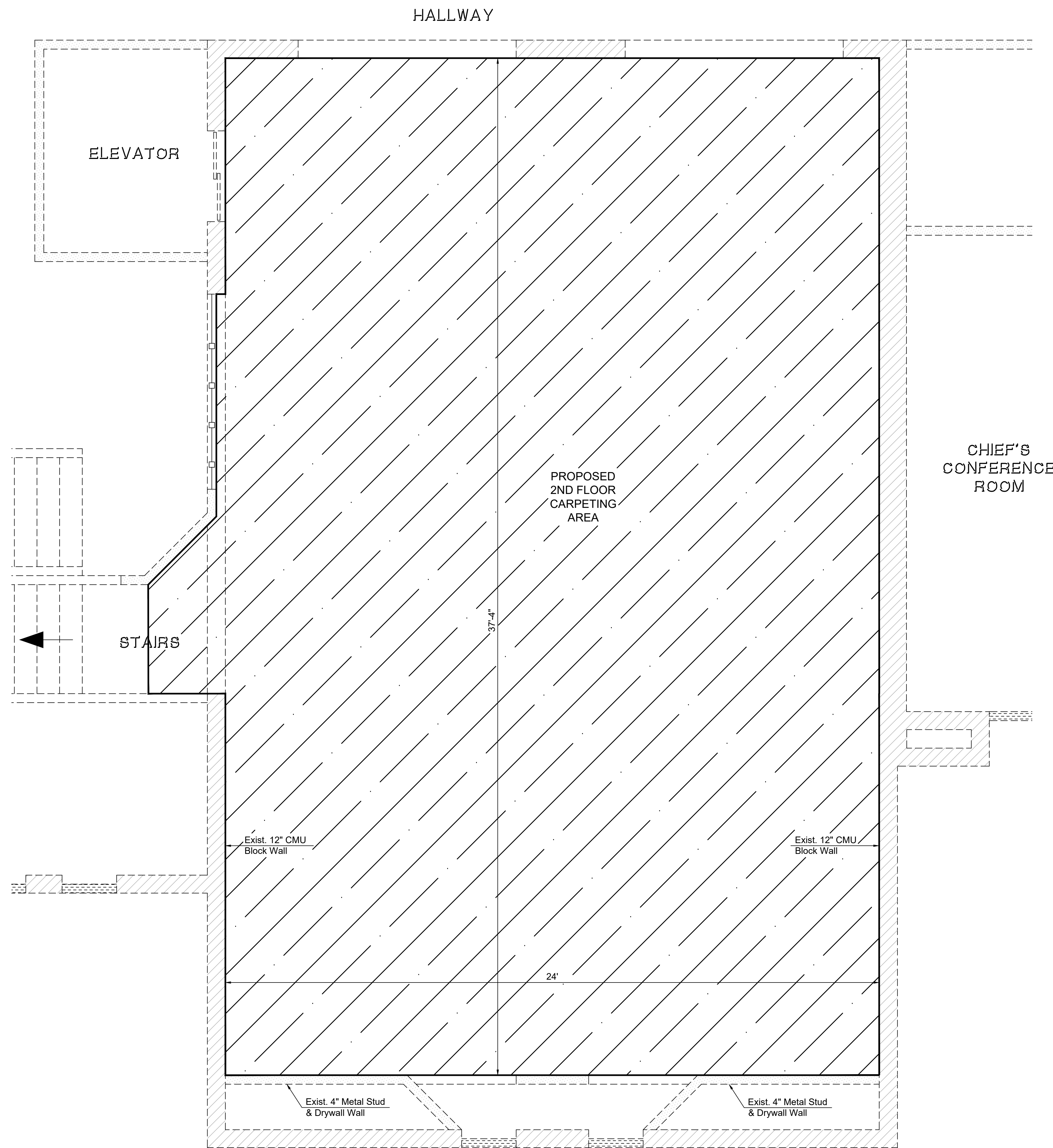


DRAWN BY: SN	APPROVED BY:
DESIGNED BY: SN	ENGINEERING MANAGER DATE
CHECKED BY: BC	R.C.E. C65272 EXP. DATE 9/30/25
RECOMMENDED BY:	

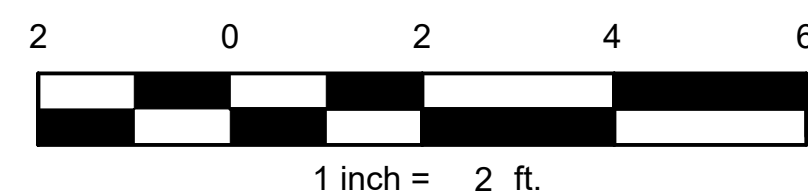
CITY OF UPLAND	
POLICE STATION - CIP PROJECT 16135	
2ND FLOOR EXPANSION	
LIGHTING PLAN	



EXISTING 2ND FLOOR CARPET
Scale: 1" = 2'-0"



PROPOSED 2ND FLOOR CARPET
Scale: 1" = 2'-0"

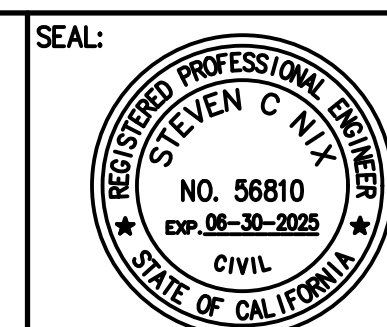


BENCHMARK:
B.M. NO. 11E-86
LOCATION: 2" CITY OF UPLAND BRASS
DISC SET IN PCC BASE FOR
STREET LIGHT #2121092E,
22' S/O CL 17TH ST. AND
140' E/O CL SAN ANTONIO
AVE.
ELEVATION = 1562.07 FT.



REVISIONS					
MARK	DATE	INITIAL	DESCRIPTION	DATE	APPROV

PLANS PREPARED BY
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2305 CHICAGO AVENUE
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DRAWN BY: SN	APPROVED BY:
DESIGNED BY: SN	ENGINEERING MANAGER DATE
CHECKED BY: BC	R.C.E. C65272 EXP. DATE 9/30/25
RECOMMENDED BY:	

CITY OF UPLAND	
POLICE STATION - CIP PROJECT 16135	
2ND FLOOR EXPANSION	
FLOORING PLAN	



APPENDIX "C"

ADDITIVE BID ITEMS – ADA COMPLIANCE REPAIRS LIST

**PROJECT No. 16135
BID NO. 2024-09**

PD 2ND FLOOR EXPANSION

EXHIBIT 'B'

No.	Location	Description	Sub Description	Item	Finding	On Site Finding	Recommendation	Recommended Value	Deviation	Code Reference
1.	1st Floor	Lobby Womens Restroom		Coat Hook Height	The coat hook is not mounted at the correct height.	58.50 inches	Mount the coat hook at the recommended height.	15.00 - 48.00 inches	10.50	ADA 308, 308.1, 603.4, CA 11B-308, 603.4, 604.8.3
2.	1st Floor	Lobby Mens Restroom		Coat Hook Height	The coat hook is not mounted at the correct height.	52.50 inches	Mount the coat hook at the recommended height.	15.00 - 48.00 inches	4.50	ADA 308, 308.1, 603.4, CA 11B-308, 603.4, 604.8.3
3.	1st Floor	Lobby Womens Restroom	Lavatory	Lavatory - Supply Lines Wrapping	The supply lines under the lavatory do not provide protection against contact.	Not Wrapped	Insulate or otherwise configure pipes under the lavatory to protect against contact. Make certain there are no sharp or abrasive surfaces under the lavatory.	See Recommendation		ADA 213, 606, 606.5, CA 11B-606.5
4.	1st Floor	Lobby Mens Restroom	Lavatory	Lavatory - Supply Lines Wrapping	The supply lines under the lavatory do not provide protection against contact.	Not Wrapped	Insulate or otherwise configure pipes under the lavatory to protect against contact. Make certain there are no sharp or abrasive surfaces under the lavatory.	See Recommendation		ADA 213, 606, 606.5, CA 11B-606.5
5.	1st Floor	Lobby Womens Restroom	Female	Door Signage	There is no gender use signage on the entrance door.	None Found	Post gender use signage on the center of the door at the required height.	See Recommendation		CA 11B-216.8, 703.7.2.6
6.	1st Floor	Lobby Womens Restroom		Wall Signage	There is no compliant signage indicating accessibility on the latch side of the entry door of the restroom.	None Found	Provide compliant signage on latch side of door.	See Recommendation		ADA 216, 216.8, 703, CA 11B-216.8
7.	1st Floor	Lobby Mens Restroom		Wall Signage	There is no compliant signage indicating accessibility on the latch side of the entry door of the restroom.	None Found	Provide compliant signage on latch side of door.	See Recommendation		ADA 216, 216.8, 703, CA 11B-216.8
8.	1st Floor	Lobby Mens Restroom	Male	Door Signage	There is no gender use signage on the entrance door.	None Found	Post gender use signage on the center of the door at the required height.	See Recommendation		CA 11B-216.8, 703.7.2.6

EXHIBIT 'B'

9.	1st Floor	Lobby Womens Restroom		Rear Grab Bar Height	The grab bar on the rear wall is not at the correct height.	32.00 inches	Remount the rear grab bar in the compartment designated to be accessible so the height of the gripping surface is at the correct height.	33.00 - 36.00 inches	-1.00	ADA 603, 609, 609.4, CA 11B-609.4
10.	1st Floor	Lobby Womens Restroom		Compartment Door Handle	The door to the compartment does not have an accessible handle on both sides.	Not on both sides.	Provide an accessible handle mounted on the door of the compartment near the latch.	See Recommendation		ADA 213, 404, 604, 604.8, 604.8.1.2, CA 11B-404.2.7, 604.8.1.2
11.	1st Floor	Lobby Mens Restroom		Compartment Door Handle	The door to the compartment does not have an accessible handle on both sides.	Not on both sides.	Provide an accessible handle mounted on the door of the compartment near the latch.	See Recommendation		ADA 213, 404, 604, 604.8, 604.8.1.2, CA 11B-404.2.7, 604.8.1.2
12.	1st Floor	Lobby Womens Restroom		Rear Grab Bar Length	The length of the rear grab bar is less than required.	10.00 inches	Replace the rear grab bar with a compliant grab bar.	At least 36.00 inches	-26.00	ADA 603, 604.5.2, 609, CA 11B-604.5.2
13.	1st Floor	Lobby Womens Restroom		Rear Grab Bar Location	Rear grab bar location is not compliant.	Not Compliant	Remount the rear grab bar to a compliant location.	See Recommendation		ADA 604.5.2, CA 11B-604.5.2
14.	1st Floor	Lobby Mens Restroom		Rear Grab Bar Location	Rear grab bar location is not compliant.	Not Compliant	Remount the rear grab bar to a compliant location.	See Recommendation		ADA 604.5.2, CA 11B-604.5.2
15.	1st Floor	Lobby Womens Restroom	Feminine Products	Dispenser Height	The height of the controls and operating mechanisms for the dispenser is not at the correct height.	41.00 inches	Relocate the dispenser to the correct height.	Up to 40.00 inches	1.00	ADA 205, 308, 308.1, 309, 606, CA 11B-603.5
16.	1st Floor	Lobby Womens Restroom		Seat Cover Dispenser Height	The height of the operable parts of the seat cover dispenser is greater than the allowed maximum height.	41.00 inches	Relocate the seat cover dispenser to a compliant height, that provides sufficient clear floor space, and does not interfere with use of the grab bars.	Up to 40.00 inches	1.00	ADA 205, 308, 308.2, 309, 606, CA 11B-603.5

EXHIBIT 'B'

17.	1st Floor	Lobby Womens Restroom		Toilet Paper Dispenser Distance From Seat	The location of the toilet paper dispenser is not within the required distance from the front edge of the toilet seat.	12.00 inches	Remount the toilet paper dispenser at a compliant height and location.	7.00 - 9.00 inches	3.00	ADA 603, 604.7, CA 11B-309.4, 604.7
18.	1st Floor	Lobby Mens Restroom	Paper Towel	Dispenser Height	The height of the controls and operating mechanisms for the dispenser is not at the correct height.	40.50 inches	Relocate the dispenser to the correct height.	Up to 40.00 inches	0.50	ADA 205, 308, 308.1, 309, 606, CA 11B-603.5
19.	1st Floor	Lobby Mens Restroom		Seat Cover Dispenser Height	The height of the operable parts of the seat cover dispenser is greater than the allowed maximum height.	41.00 inches	Relocate the seat cover dispenser to a compliant height, that provides sufficient clear floor space, and does not interfere with use of the grab bars.	Up to 40.00 inches	1.00	ADA 205, 308, 308.2, 309, 606, CA 11B-603.5
20.	1st Floor	Lobby Mens Restroom		Toilet Paper Dispenser Distance From Seat	The location of the toilet paper dispenser is not within the required distance from the front edge of the toilet seat.	12.00 inches	Remount the toilet paper dispenser at a compliant height and location.	7.00 - 9.00 inches	3.00	ADA 603, 604.7, CA 11B-309.4, 604.7
21.	1st Floor	Holding Cells All Gender Restroom		Toilet Paper Dispenser	There is no toilet paper dispenser provided on the narrow side wall.	None Found	Install a compliant toilet paper dispenser.	See Recommendation		ADA 603, 604.7, CA 11B-604.7
22.	1st Floor	Lobby Womens Restroom		Mirror Bottom Edge Height	The bottom edge of the reflective surface of the mirror is not at the correct height.	50.00 inches	Lower the mirror so the bottom edge of the reflective surface is no higher than recommended above the finished floor.	Up to 40.00 inches	10.00	ADA 213, 603, 603.3, CA 11B-603.3
23.	1st Floor	Lobby Mens Restroom		Mirror Bottom Edge Height	The bottom edge of the reflective surface of the mirror is not at the correct height.	50.12 inches	Lower the mirror so the bottom edge of the reflective surface is no higher than recommended above the finished floor.	Up to 40.00 inches	10.12	ADA 213, 603, 603.3, CA 11B-603.3