

CITY OF PITTSBURG



NOTICE INVITING BIDS, BID PROPOSAL, CONTRACT DOCUMENTS,
GENERAL AND SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

FOR THE CONSTRUCTION OF

Project No. 3022
RIVERVIEW PARK FISHING PIER REPAIRS

IN
PITTSBURG, CALIFORNIA

TO BE USED IN CONJUNCTION WITH:
CITY OF PITTSBURG STANDARD PLANS, STANDARD SPECIFICATIONS AND PLANS ISSUED
BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION DATED 2024

JUNE 2025

ACCEPTED FOR USE:

A handwritten signature in blue ink, appearing to read 'John Samuelson', is written over a horizontal line.

JOHN SAMUELSON, PE

C - 67734

PUBLIC WORKS DIRECTOR/CITY ENGINEER



LOCATION MAP

City of Pittsburg, California

TABLE OF CONTENTS

Notice Inviting Bids	1
Instructions to Bidders	3
Bid Proposal.....	9
Bid Schedule	11
Subcontractor List.....	12
Noncollusion Declaration	13
Bid Bond.....	14
Bidder’s Questionnaire	16
Contract	19
Payment Bond.....	24
Performance Bond	26
General Conditions	28
Article 1 - Definitions.....	28
Definitions.....	28
Article 2 - Roles and Responsibilities	30
2.1 City	30
2.2 Contractor.....	31
2.3 Subcontractors	33
2.4 Coordination of Work.....	34
2.5 Submittals.....	35
2.6 Shop Drawings	36
Article 3 - Contract Documents.....	36
3.1 Interpretation of Contract Documents	36
3.2 Order of Precedence	37
3.3 Caltrans Standard Specifications	37
3.4 For Reference Only	38
3.5 Current Versions	38
3.6 Conformed Copies	38
Article 4 - Bonds, Indemnity, and Insurance	39
4.1 Payment and Performance Bonds	39
4.2 Indemnity	39
4.3 Insurance.....	39
Article 5 - Contract Time	41
5.1 Time is of the Essence	41
5.2 Schedule Requirements.....	42
5.3 Delay and Extensions of Contract Time.....	44
5.4 Liquidated Damages	47
Article 6 - Contract Modification	47
6.1 Contract Modification.....	47
6.2 Contractor Change Order Requests	49
6.3 Adjustments to Contract Price.....	49
6.4 Unilateral Change Order	50
6.5 Non-Compliance Deemed Waiver.....	50
Article 7 - General Construction Provisions	50
7.1 Permits, Fees, Business License, and Taxes	50
7.2 Temporary Facilities	51
7.3 Noninterference and Site Management	51
7.4 Signs.....	51
7.5 Project Site and Nearby Property Protections	52
7.6 Materials and Equipment.....	53
7.7 Substitutions	54
7.8 Testing and Inspection	54

7.9	Project Site Conditions and Maintenance	55
7.10	Instructions and Manuals	57
7.11	As-built Drawings	57
7.12	Existing Utilities	57
7.13	Notice of Excavation.....	58
7.14	Trenching and Excavations of Four Feet or More.....	58
7.15	Trenching of Five Feet or More	58
7.16	New Utility Connections	59
7.17	Lines and Grades.....	59
7.18	Historic or Archeological Items.....	59
7.19	Environmental Control.....	59
7.20	Noise Control.....	60
7.21	Mined Materials.....	60
Article 8	- Payment	60
8.1	Schedule of Values	60
8.2	Progress Payments.....	60
8.3	Adjustment of Payment Application	61
8.4	Early Occupancy.....	61
8.5	Retention	62
8.6	Payment to Subcontractors and Suppliers.....	62
8.7	Final Payment	63
8.8	Release of Claims	63
8.9	Warranty of Title	63
Article 9	- Labor Provisions	63
9.1	Discrimination Prohibited.....	63
9.2	Labor Code Requirements	63
9.3	Prevailing Wages	64
9.4	Payroll Records	64
9.5	Labor Compliance	65
Article 10	- Safety Provisions	65
10.1	Safety Precautions and Programs	65
10.2	Hazardous Materials	65
10.3	Material Safety	65
10.4	Hazardous Condition.....	66
10.5	Emergencies	66
Article 11	- Completion and Warranty Provisions	66
11.1	Final Completion	66
11.2	Warranty	67
11.3	Use Prior to Final Completion	68
11.4	Substantial Completion	68
Article 12	- Dispute Resolution	68
12.1	Claims.....	68
12.2	Claims Submission.....	69
12.3	City's Response	71
12.4	Meet and Confer.....	71
12.5	Mediation and Government Code Claims	71
12.6	Tort Claims	72
12.7	Arbitration	72
12.8	Burden of Proof and Limitations.....	72
12.9	Legal Proceedings.....	72
12.10	Other Disputes	72
Article 13	- Suspension and Termination.....	73
13.1	Suspension for Cause	73
13.2	Suspension for Convenience	73
13.3	Termination for Default.....	73
13.4	Termination for Convenience	75

13.5	Actions Upon Termination for Default or Convenience	75
Article 14 - Miscellaneous Provisions		76
14.1	Assignment of Unfair Business Practice Claims	76
14.2	Provisions Deemed Inserted	76
14.3	Waiver	76
14.4	Titles, Headings, and Groupings	77
14.5	Statutory and Regulatory References	77
14.6	Survival.....	77
Special Conditions		78

TECHNICAL SPECIFICATIONS

01 10 00	Summary
01 22 00	Unit Prices
01 25 00	Substitution Procedures
01 26 00	Contract Modification Procedures
01 26 13	Requests for Interpretation
01 29 00	Payment Procedures
01 31 00	Project Management and Coordination
01 32 16	Construction Progress Schedule
01 33 00	Submittal Procedures
01 42 00	References
01 42 13	Abbreviations
01 43 00	Quality Assurance
01 45 00	Quality Control
01 60 00	Product Requirements
01 70 00	Execution
01 71 23	Construction Surveying
01 77 00	Closeout Requirements
01 78 00	Closeout Submittals
02 41 00	Demolition
05 50 00	Metal Fabrications
06 05 73	Preserve Wood Treatment
06 13 33	Pier Timberwork
31 03 62	Maintenance of Driven Piles

APPENDICES

Appendix A - Resolution 93-8022
Appendix B - Contract Plans
Appendix C - Water Meter Application
Appendix D – Regulatory Permits
Appendix E – Sample Right of Entry Agreement

Notice Inviting Bids

1. **Bid Submission.** City of Pittsburg (“City”) will accept sealed bids for its Riverview Park Fishing Pier Repairs (“Project”), by or before Wednesday, July 16, 2025, at 2:00 p.m., at Pittsburg City Hall, located at 65 Civic Ave, First Floor, Pittsburg, California, at which time the bids will be publicly opened and read aloud.
2. **Project Information.**
 - 2.1 **Location and Description.** The Project is located at Riverview Park and is described as follows: Remove and Replace damaged portions of the pier as shown on the plans and specifications.
 - 2.2 **Time for Final Completion.** The Project must be fully completed within 60 calendar days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about September 01, 2025, but the anticipated start date is provided solely for convenience and is neither certain nor binding.
 - 2.3 **Estimated Cost.** The estimated construction cost is \$93,000.
3. **License and Registration Requirements.**
 - 3.1 **License.** This Project requires a valid California contractor’s license for the following classification(s): **Class A General Engineering License**.
 - 3.2 **DIR Registration.** City may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations (“DIR”) to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto (“Contract Documents”) may be downloaded from City’s website located at: <http://www.pittsburgca.gov/business/current-bidding-opportunities>. A printed copy of the Contract Documents is not available.
5. **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after City issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board’s In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) (“Off-Road Regulation”), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.
6. **Prevailing Wage Requirements.**
 - 6.1 **General.** Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

- 6.2 Rates.** The prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.
- 6.3 Compliance.** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.
- 7. Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.
- 8. Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.
- 9. Subcontractor List.** Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.
- 10. Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

By:  Date: 5/30/2025

John Samuelson, Public Works Director/City Engineer

Publication Date:

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to City of Pittsburg ("City") for its Riverview Park Fishing Pier Repairs Project ("Project") must be submitted in accordance with the following instructions and requirements.

1. Bid Submission.

- 1.1 General.** Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to City in a sealed envelope, with all required forms and attachments, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 Bid Envelope.** The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

BID PROPOSAL:

Riverview Park Fishing Pier Repairs
Contract No. 3022

City Clerk
65 Civic Avenue
Pittsburg, CA, 94565
Attn: Alice E. Everson

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

[Contractor company name]
[street address]
[city, state, zip code]
DIR Registration No: _____

- 1.3 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)
- 2. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable,"

“will negotiate,” or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, and any other required enclosures, as applicable.

3. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder’s authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporations Code § 313.
4. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements; and submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
5. **Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to SM Saklaen, Senior Civil Engineer, at 3022bidinfo@pittsburgca.gov. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.
6. **Pre-Bid Investigation.**
 - 6.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.

A “NON-MANDATORY” PRE-BID MEETING SHALL BE HELD AT RIVERVIEW PARK, ON WEDNESDAY, JUNE 25TH, 2025 AT 2:00 P.M. GPS LOCATION 38.0410800, -121.8896023.

- 6.2 **Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided “For Reference Only,” e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no

later than five Working Days before the scheduled bid opening. (See Section 5, above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

- 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Any addenda issued prior to the bid opening are part of the Contract Documents. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check City's website periodically for any addenda or updates on the Project at: <http://www.pittsburgca.gov/business/current-bidding-opportunities>.
- 9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
- 10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at 65 Civic Avenue, Pittsburg, CA or sent via email at 3022bidinfo@pittsburgca.gov before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:

- 10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a “Working Day” means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor’s DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).
- 10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder’s sole and exclusive remedy in the event of a bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

- 11. Reservation of Rights.** City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.
- 12. Bonds.** Within ten calendar days following City's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
- 13. License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within ten days following City's issuance of the Notice of Potential Award. Subcontractors must also obtain a City business license before performing any Work.
- 14. Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
- 15. Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
- 16. In-Use Off-Road Diesel-Fueled Fleets.** If the Project involves the use of vehicles subject to the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), then within ten calendar days following City's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.
- 17. Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.

 - 17.1 Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy

between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.

- 17.2 Estimated Quantities.** Unless identified as a “Final Pay Quantity,” the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.
- 18. Bidder’s Questionnaire.** A completed, signed Bidder’s Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by City. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder’s Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.
- 19. Subcontractor Work Limits.** The prime contractor must perform at least 50% of the Work on the Project, calculated as a percentage of the base bid price, with its own forces, except for any Work identified as “Specialty Work” in the Contract Documents. The total bid amount for any such Specialty Work, as shown on the Bid Schedule, may be deducted from the base bid price before computing the 50% self-performance requirement. The remaining Work may be performed by qualified Subcontractor(s).

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

Riverview Park Fishing Pier Repairs Project

_____ (“Bidder”) hereby submits this Bid Proposal to City of Pittsburg (“City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price (“Base Bid”):
\$ _____.

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

- 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
- 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
- 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
- 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder’s knowledge.
- 3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
- 3.6 **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”),

as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that, if City issues the Notice of Potential Award to Bidder, then within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:
- 4.1 **Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
 - 4.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;
 - 4.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and
 - 4.4 **Certificates of Reported Compliance.** Submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation. (See Section 16 of the Instructions to Bidders.)
5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

_____ A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of \$_____.

_____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__.

s/ _____

Name and Title

s/ _____
[See Section 3 of Instructions to Bidders]

Name and Title

Company Name

License #, Expiration Date, and Classification

Address

DIR Registration #

City, State, Zip

Phone

Contact Name

Contact Email

END OF BID PROPOSAL

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Installation of All Items as per Contract Drawings and Specifications	1	LS	\$	\$

* Final Pay Quantity

TOTAL BASE BID: Items 1 through 1 inclusive: \$ _____

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BIDDER NAME: _____

END OF BID SCHEDULE

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____
[business name], 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.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

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].

s/ _____

Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to City of Pittsburg (“City”) for work on the Riverview Park Fishing Pier Repairs Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and _____, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.

2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);

 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;

 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents;

 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents;

 - 2.5 **Certificates of Reported Compliance.** Valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) (“Off-Road Regulation”), if the Project involves the use of vehicles subject to the Off-Road Regulation; and any other documents required by the Instructions to Bidders or Notice of Potential Award.

3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds, insurance certificates, and valid Certificates of Reported Compliance as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

This Bid Bond is entered into and effective on _____, 20_____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Business Name

s/ _____

Date

Name, Title

END OF BID BOND

Bidder's Questionnaire

RIVERVIEW PARK FISHING PIER REPAIRS PROJECT

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part A: General Information

Bidder Business Name: _____ ("Bidder")

Check One: ___ Corporation (State of incorporation: _____)
 ___ Partnership
 ___ Sole Proprietorship
 ___ Joint Venture of: _____
 ___ Other: _____

Main Office Address and Phone: _____

Local Office Address and Phone: _____

Website Address: _____

Owner of Business: _____

Contact Name and Title: _____

Contact Phone and Email: _____

Bidder's California Contractor's License Number(s): _____

Bidder's DIR Registration Number: _____

Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name? ____ years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
____ Yes ____ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or debarred from bidding under state or federal law?
____ Yes ____ No

If yes, provide additional information on a separate sheet regarding the disqualification or debarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or debarred, and the month and year in which the disqualification or debarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general contractor or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic's liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

Part C: Safety

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

- 2.1 Number of lost workday cases: _____
- 2.2 Number of medical treatment cases: _____
- 2.3 Number of deaths: _____

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

Name Title Email

Part D: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By: _____
Name and Title

END OF BIDDER'S QUESTIONNAIRE

Contract

This public works contract ("Contract") is entered into by and between City of Pittsburg ("City") and _____ ("Contractor"), for work on the Riverview Park Fishing Pier Repairs Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract: No alternates.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.

- 2.1 Notice Inviting Bids;
- 2.2 Instructions to Bidders;
- 2.3 Addenda, if any;
- 2.4 Bid Proposal and attachments thereto;
- 2.5 Contract;
- 2.6 Payment and Performance Bonds;
- 2.7 General Conditions;
- 2.8 Special Conditions;
- 2.9 Project Plans and Specifications;
- 2.10 Change Orders, if any;
- 2.11 Notice of Potential Award;
- 2.12 Notice to Proceed; and
- 2.13 The following:

No other documents

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 60 calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

- 6. Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$2,800 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
- 7. Labor Code Compliance.**
- 7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
- 7.2 Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
- 8. Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."
- 9. Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
- 10. Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
- 11. Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Public Works Department/ Engineering Division
65 Civic Ave

Pittsburg, CA, 94565
(925) 252-4259
Attn: SM Saklaen, Senior Civil Engineer
ssaklaen@pittsburgca.gov

Copy to: Lydia Blakley, Administrative Specialist
lblakley@pittsburgca.gov

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s and City’s lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

City of Pittsburg ("City") and _____ ("Contractor") have entered into a contract for work on the Riverview Park Fishing Pier Repairs Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the < _____ > County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____,
20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

John Samuelson, Public Works Director/City Engineer

END OF PAYMENT BOND

Performance Bond

City of Pittsburg ("City") and _____ ("Contractor") have entered into a contract for work on the Riverview Park Fishing Pier Repairs Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____

City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the < _____ > County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

John Samuelson, Public Works Director/City Engineer

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the municipality which has entered into the Contract with Contractor for performance of the Work, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s).

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; a written demand by Contractor disputing a unilateral Change Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint venture that has signed the Contract with City to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the City Engineer for the City of Pittsburg and his or her authorized delegees.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by the City.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

(A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including

authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism, or theft, subject to the limitations of Laws, including Public Contract Code § 7105.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City,

and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work

performed without City's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the

construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

- 2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.
- 2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy,

omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Potential Award;
- (L) Notice Inviting Bids;
- (M) Attachment A – Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Contractor's Bid Proposal and attachments;
- (P) the City's standard specifications, as applicable; and
- (Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"),

including “Standard Specifications,” “Caltrans Specifications,” “State Specifications,” or “CSS,” means the most current edition of Caltrans’ Standard Specifications, unless otherwise specified (“Caltrans Standard Specifications”), including the most current amendments as of the date that Contractor’s bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) **Limitations.** The “General Provisions” of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the “Engineer” is deemed to mean the City Engineer.

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the “Department” or “State” is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

3.6 Conformed Copies. If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor’s responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor’s sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.
- (A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.
- (B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.
- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.
- 4.3 Insurance.** No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification

obligations under this Contract.

(A) **Policies and Limits.** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) **Commercial General Liability (“CGL”) Insurance:** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor’s or its Subcontractor’s acts or omissions in the performance of the Work, including contractor’s protective coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) **Automobile Liability Insurance:** The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) **Workers’ Compensation Insurance and Employer’s Liability:** The workers’ compensation and employer’s liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) **Pollution Liability Insurance:** The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) **Builder’s Risk Insurance:** The builder’s risk insurance policy must be issued on an occurrence basis, for all-risk or “all perils” coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days advance written notice to City, unless due to non-payment of premiums, in which case ten days advance written notice must be made to City.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder’s risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, “Additional Insured”) must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional

insured endorsement must be provided using ISO form CG 20 10 11 85 or equivalent form(s) approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all

requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float.* The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule.* Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to five percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) **Recovery Schedule.** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights.** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including

reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, or diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, or diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;
- (3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;
- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;
- (5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
- (6) performance or non-performance by Contractor's Subcontractors or suppliers;
- (7) the time required to respond to excessive RFIs (see Section 2.5(G));
- (8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
- (9) time required for repair of, re-testing, or re-inspection of defective Work;
- (10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or
- (11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to Weather Delay Days in excess of normal for a given month, as set forth in Section 5.3(C), is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract

Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely

completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) **City-Directed Changes.** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not

entitled to extra compensation for cost savings resulting from “value engineering” pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor’s sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs (“Extra Work Report”). The Engineer will make any adjustments to Contractor’s Extra Work Report(s) based on the Engineer’s records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor’s failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or

use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the

extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work) will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of the total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

(A) **Permits, Fees, and City Business License.** Contractor must obtain and pay for all permits, fees, and licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to City of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

7.7 Substitutions.

(A) **“Or Equal.”** Any Specification designating a material, product, or thing (collectively, “item”) or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words “or equal.” A substitution will only be approved if it is a true “equal” item or service in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor’s failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor’s sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City’s determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) **Contractor’s Obligations.** City’s approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers’ application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither City’s inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor’s duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor’s expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no

later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by independent consultants retained by City, subject to the following exceptions:

- (1) Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
- (2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.
- (3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.
- (4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.
- (5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, landscaping, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to

suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(B) **Training.** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the

Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 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 the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or 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, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it

must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws

governing discharge of stormwater, including applicable municipal stormwater management programs.

- 7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.
- 7.21 Mined Materials.** Pursuant to Public Contract Code § 20676, Contractor will not purchase any sand, gravel, or other minerals for the Work from an operation subject to the Surface Mining and Reclamation Act of 1975 (Public Resources Code § 2710 et seq.) unless the Contractor certifies, under penalty of perjury, that the minerals are from a mining operation included on the AB 3098 List, which may be accessed online at: <https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx>.

Article 8 - Payment

- 8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

- 8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other fines, payments, or penalties assessed against the City relating to Contractor's acts or omissions, including violations of Laws, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(K) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's recordation of the Notice of Completion, subject to the terms of Public Contract Code § 7107.

(A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be

jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

- 8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.
- 8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

- 9.5 Labor Compliance.** Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

- 10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

- 10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

- 10.3 Material Safety.** Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training

about such exposure must be used. Contractor must also maintain Safety Data Sheets (“SDS”) at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor’s employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor’s primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City’s estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor’s failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor’s failure to timely complete any such outstanding item.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City’s further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including

instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) **Acceptance.** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) **Final Payment and Release of Retention.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty

Period (“Warranty Work”) will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City’s satisfaction.

(F) **City’s Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor’s sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor’s sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City’s submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor’s compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City’s attorney’s fees and legal costs expended to enforce Contractor’s warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City’s rights or Contractor’s duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City’s Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor’s cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining “substantial completion” with respect to any statute of repose pertaining to the time for filing an action for construction defect, “substantial completion” is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(B) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(C) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(D) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing by registered or certified mail with return receipt requested and clearly identified as a "Claim" submitted pursuant to this Article 12. The Claim must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

- a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
- b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
- c. A chronology of relevant events; and
- d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately

responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) **Notice of Suspension.** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) **Resumption of Work.** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt

payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost

opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

Special Conditions

1. **Pre-Construction Conference.** City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed, and Contractor must present City with the following information or documents at the meeting for City's review and acceptance before the Work commences:
 - 1.1 Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
 - 1.2 List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
 - 1.3 Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
 - 1.4 If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
 - 1.5 Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after City issues the Notice to Proceed;
 - 1.6 Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
 - 1.7 Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
 - 1.8 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
 - 1.9 Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
 - 1.10 If requested by City, Contractor's cash flow projections; and
 - 1.11 Any other documents specified in the Special Conditions or Notice of Potential Award.
2. **Environmental Requirements.** The contractor shall review the regulatory permits issued to the City (refer to Appendix D). The contractor shall adhere to all requirements within the permit.
3. **Staging Area.** The contractor may have conditional use of limited areas within the Riverview Park for a construction staging area and laydown yard as shown in the project plans. A temporary 6' construction fence with screening shall be installed around the entire construction staging area and laydown yard. Contractor will be required to execute a license and right of entry agreement(refer to Appendix E).

END OF SPECIAL CONDITION

SECTION 01 10 00

SUMMARY

PART 1 – GENERAL

1.01 SUMMARY

- A. The objective of this project is to perform repairs to the Riverview Park Timber Fishing Pier, as designed in the Drawings and as described in these Specifications.
- B. The project Owner is the City of Pittsburg (City). The City may designate additional representatives or agents. Within these Specifications, the term “City” shall include all such representatives or agents.
- C. The Contractor is required to repair the fishing pier as described in the Contract Documents and as shown on the Construction Drawings (Drawings) for the purpose of restoring the fishing pier to provide safe usage. The City has provided all available information to inform the Contractor of Site conditions so that the Contractor can plan for the appropriate schedule and equipment to complete the project objective.
- D. Contract Documents for this project include Instructions to Bidders, Bidding Documents, Proposal with Bid Schedule, General Conditions, Special Provisions, Technical Specifications and Appendices, Drawings, any Addenda that may be issued during the bidding period, City and Contractor Agreement, and any Agreement Modifications issued during construction.
- E. The Work includes providing all labor, materials, equipment, insurance, licenses, and any related services required for the repair of the fishing pier.
- F. This Contract includes Work covered by lump sum and unit prices.
- G. The Award of Work is subject to permitting, funding, operations, and other priority decisions made at the sole discretion of the City.
- H. Unless provided otherwise in the Contract Documents, all risk of loss to the Work covered by the Contract Documents shall rest with the Contractor until final completion and acceptance is provided by the City.
- I. The Contractor is required to visit the Site prior to submitting a Bid to observe all Site conditions that may impact the repair costs, duration, means and methods, or other aspects that may impact completion of the Work. Failure by the Contractor to take observable conditions into consideration in the Contractor’s proposed Bid will not be the basis for additional compensation.
- J. The Contractor and the City shall jointly conduct a preconstruction Site walkthrough prior to start of repair activities to observe and document the existing Site conditions and confirm and clarify extents of the required Work as described in the Contract Documents. The Contractor’s failure to do so will be deemed a waiver of any objection to the City’s

determination of damage to the Site and adjacent properties as a result of the Contractor's Work or of the Contractor's sufficient completion of the Work.

- K. The Work is scheduled to be completed in 2025. The Work may be completed year-round, as there is no in-water Work window associated with this project.
- L. Related Sections:
 - 1. Division 00 – General Conditions.

1.02 CONTRACT DESCRIPTION

- A. Contract: Perform the Work of the Contract under a stipulated Sum Contract with the City per the Contract Documents.
- B. Responsible Parties: Construction of the project is governed by the agreement between the City and the Contractor. Statements in the Specifications are directed to this Contractor, which has overall responsibility for the subcontractors.
- C. Project Manager: The City will provide a Project Manager who will administer the project during the Contract.

1.03 WORK UNDER OTHER CONTRACTS

- A. Separate Contracts: The City may award separate Contracts for performance of certain construction operations at the Site. Those operations will be conducted simultaneously with the Work under the Contract. The Contracts are described in Division 00, Article 2, Section 2.4 – Coordination of Work.

1.04 SCHEDULE OF VALUES

- A. Schedule of Values: The Schedule of Values and Bid Schedule are described in Division 00, Article 8 – Payment. Any Bid item may be deleted in total or in part prior to or after award of a Contract without compensation in any form or adjustment of other Bid items or prices.

1.05 MISCELLANEOUS WORK

- A. Miscellaneous Work Requirements: Coordinating, handling, transporting, and installing items such as field testing of systems; leveling; furnishing, coordinating, and installing sleeves, anchors, and other embedded items; posting of signs; performing traffic routing Work; providing operating and maintenance data and instruction of the City Project Manager; performing warranty Work as required; and doing incidental and related Work to place all systems and structures in operating condition as designed and as required by federal, state, and local codes and regulations. Refer to Division 00 – General Conditions for a summary of Work requirements.

1.06 CITY-FURNISHED PRODUCTS

- A. City's Responsibilities:
 - 1. Arrange for and deliver City-reviewed Shop Drawings, Product Data, and Samples to the Contractor.
 - 2. Upon delivery, inspect products jointly with the Contractor.

3. Submit claims for transportation damage and replace damaged, defective, or deficient items.
4. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:

1. Review City-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at the Site; inspect for completeness or damage jointly with the City.
3. Arrange and pay for delivery to the Site. Retrieve items from the City Corporation Yard or other designated location, as required, and transport to the Site. Transport salvaged items to the City Corporation Yard.
4. Handle, store, install, and finish products.
5. Repair or replace items damaged after receipt.

1.07 WORK SEQUENCE

- A. Stages: Construct Work in stages and at times to accommodate City operation requirements during the construction period; coordinate the Construction Schedule and operations with the Project Manager.

1.08 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordination: Coordinate with the City and any City forces, or other Contractors and forces, as required by Division 00, Article 2, Section 2.4 – Coordination of Work.

1.09 CONTRACTOR USE OF PREMISES

- A. General: During the construction period, the Contractor shall have full use of the premises within the "limits of Work" for construction operations, including use of the Site. The Contractor's use of the premises is limited only by the City's right to perform Work or to retain other Contractors on portions of the project.
- B. Use of the Site:
 1. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available for emergency vehicles at all times.
 2. Traffic and Barrier Plan: When the Contractor needs to access portions of roadways and driveways on and adjacent to the Work the Contractor is required to submit a traffic and barrier plan to the City for its review and approval prior to setting up any traffic control devices.
 3. Stored Materials: The Contractor assumes all responsibility for protection and safekeeping of material stored on the premises. Moving stored materials that interfere with the operations of the City or other Contractors is the responsibility of the Contractor.
 4. Condition of Site: Maintain Work areas in a safe condition at all times, remove all graffiti and accumulated rubbish and surplus materials at the end of each Work day, and clean

and restore the Work Site at completion of the Work to the condition that existed prior to the start of Work.

- C. Security of the Contractor's Work Areas: The security of the Contractor's Work areas and its property, equipment, construction materials, and all other items contained in the Contractor's staging areas or elsewhere on the construction Site shall be solely the Contractor's responsibility at all times.

1.10 MAINTENANCE

- A. Contractor's Responsibility: The cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in the Bid Price, and, therefore, no direct or additional payment will be made.

1.11 OCCUPANCY REQUIREMENTS

- A. Early Occupancy: Whenever, in the opinion of Project Manager, Work or any part thereof is in a condition suitable for use, and the best interest of the City requires such use, the City may take beneficial occupancy of and connect to, open for public use, or use the Work or such part thereof. In such a case, the City will inspect the Work or part thereof and issue a Certificate of Substantial Completion for that part of the Work.
- B. Repairs: Prior to date of Final Acceptance of the Work by the City, all necessary repairs or renewals in the Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at the expense of the Contractor, as required in Division 00, Article 11 – Completion and Warranty Provisions.
- C. Acceptance: Use by the City of the Work or part thereof as contemplated by this Section shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve the Contractor of any responsibilities under the Contract, nor act as a waiver by the City of any of the conditions thereof.
- D. Partial Completion: The City may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on milestone dates prior to Substantial Completion of all of the Work. The Contractor shall notify the Project Manager in writing when the Contractor considers any such part of the Work ready for its intended use and substantially complete and request the Project Manager issue a Certificate of Substantial Completion for that part of the Work.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section specifies procedures and requirements for measurement and payment for unit price items listed on the Bid Form for each unit of Work described herein.
- B. Refer to the Instruction to Bidders and Division 00, General Conditions, and Division 00, Article 8 – Payment for Related Requirements Pertaining to Change Orders, Payments, and Unit Prices.
- C. Prices:
 - 1. In addition to Base Bid, the Bidder shall quote unit prices in appropriate spaces on the Bid Form for each unit of Work as described herein. Change Orders will be based on unit prices quoted on the Bid Form for applicable Work.
 - 2. In event any unit price quoted appears to compare unfavorably with currently established prices for type of Work, the City reserves the right to require the quoted price to be substantiated or adjusted prior to execution of the Contract.
 - 3. Unit prices listed on the Bid Form for the following items shall constitute full and complete compensation for each unit and shall include the cost of temporary and administrative Work, permits, bonds, insurance, sales taxes, overhead, profit, and every other expense, direct or indirect, incident to accomplishment of Work under each item.
 - 4. All Work not specifically set forth in the Proposal as a pay item shall be considered as a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in prices shown in the Proposal.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 MEASUREMENT

- A. Measurement of quantities for payment will be made or determined by the City's Inspector.
 - 1. Volume of any material shall be based on information included with Drawings and additional measurements obtained by the Inspector; by combination of such information; or in a manner which, in the opinion of the Inspector, is best suited to obtain necessary accuracy.
 - 2. In case of unit prices based upon weight measurement, certified weight tickets shall be supplied at the time of delivery of materials.
 - 3. Excess materials delivered to the Site, but not incorporated in the Work, will not be paid for.

3.02 UNIT PRICE ITEMS

- A. Measurement and payment for the items listed in the Bid Schedule shall be in accordance with the Standard Specifications, except as modified hereinafter by these Technical Specifications.
- B. Removal of Rejected and Unauthorized Work: All Work that has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such removal, replacement, or remedial Work.
 - 1. Any Work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra Work done without written authority, will be considered as unauthorized Work and will not be paid for. Upon order of the Engineer, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.
 - 2. Upon failure of the Contractor to comply promptly with any order of the Engineer made under this Section, the Engineer may cause rejected or unauthorized Work to be remedied, removed, or replaced and to deduct the costs from any moneys due or to become due the Contractor.
- C. Character of Workers: If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the direction of the Engineer, and such person shall not again be employed on the Work.
- D. Final Inspection: When the Work has been completed, the Engineer will make the final inspection.
- E. Removals, Replacements and Relocations: The Contractor shall remove, replace, or relocate existing facilities, including but not limited to, signage, traffic striping, irrigation, and landscaping as necessary to properly install new facilities and as specified within the project Specifications.
 - 1. The Contractor shall be responsible for the replacement of any and all facilities, including, but not limited to, all traffic stripes, signage, pavement markings, pavement markers, landscaping, irrigation facilities, asphalt concrete, and concrete flatwork damaged during the duration of the project.
 - 2. Damaged concrete curbs, gutters, sidewalks, and driveways shall be removed as necessary at construction joints and replaced to the lines, grades, and dimensions of the existing improvements and per City of Pittsburg Standard Details and as directed by the Engineer. The cost of replacing existing facilities shall be the Contractor's responsibility. If existing facilities are to be replaced or relocated, they shall be done so in accordance with the applicable City Standards and as directed by the Engineer.
- F. Payment for complying with this Special Provision shall be included in the various other items of Work, and, therefore, no additional compensation will be allowed.
- G. Unit Price Bid Items:
 - 1. Bid Item 1: **Installation of All Items as per Contract Drawings and Specifications**
 - a. Basis of Measurement and Payment:

- 1) The contract lump sum (LS) price paid for bid item #1, shall include full compensation for furnishing all labor, supervision, mobilization, materials, tools, equipment, and incidentals and for doing all work involved in repairing the damaged fishing pier including but not limited to: developing and implementing Water Quality Best Management Practices (BMPs), temporary traffic control plan, Compliance with environmental regulations and permit requirements, providing Diving Crew for debris and waste collection, handling and disposal of treated wood waste, replace existing timber and installation of new timber, providing timber supports and connections as necessary, removal and installation of galvanized hardware, installing new pile wrap, pressure washing and cleaning marine piles to remove marine growth and debris as shown on the plans, as specified in the Technical and Standard Specifications and these Special Conditions, and as directed by the Engineer.

3.03 PAYMENT

- A. Payment will be made for actual quantity of Work performed at a Contract unit price, as directed and accepted, in accordance with requirements of the General Conditions.

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections:
 - 1. Notice Inviting Bidders
 - 2. Instructions to Bidders
 - 3. Division 00 – General Conditions Article 7

1.02 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions.
 - 1. Substitutions will not be considered during the Bid process.
 - 2. The following are not considered to be requests for substitution:
 - a. Revisions to the Contract Documents requested by the City or Engineer
 - b. Specified options of products and construction methods included in the Contract Documents
 - 3. The following are considered to be requests for substitution:
 - a. Any manufacturer, product, process, or method identified in the Special Conditions, Technical Specifications, or on the Drawings as either “or equal” or “equal products of another manufacturer when approved in advance by the Engineer per this Section 01 25 00 – Substitution Procedures”

1.03 SUBMITTALS

- A. Request for Substitution (RFS) Submittal:
 - 1. Receipt:
 - a. The Engineer will consider RFSs if received within thirty-five (35) calendar days after the Notice to Proceed.

- b. Requests received after thirty-five (35) calendar days after the Notice to Proceed may be considered or rejected at the discretion of the City and/or Engineer.
2. Submit three (3) copies of each RFS for consideration. Submit requests in the form and according to the procedures required in Division 00 – General Conditions.
3. Identify the product or the fabrication or installation method to be replaced in each request. Include related Special Conditions, Specification Section, and Drawing numbers.
4. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of change or modifications needed to other parts of the Work and to construction performed by the City and separate Contractors that will be necessary to accommodate the proposed substitution
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, operations, maintenance, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures
 - d. Samples, where applicable or requested
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without the approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of net change, if any, in the Contract Sum
 - g. The Contractor's certification that the proposed substitution conforms to the requirements in the Contract Documents in every respect and is appropriate for the applications indicated
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately
5. Engineer Action: If necessary, the Engineer will request additional information or documentation for evaluation within fourteen (14) calendar days of receipt of a RFS. The City will route to the Contractor the Engineer's acceptance or rejection of the substitution within fourteen (14) days of the receipt of the request, or receipt of addition information or documentation.

PART 2 – PRODUCTS

2.01 SUBSTITUTIONS

- A. Conditions: The Engineer will receive and consider the Contractor's RFS when one or more of the following conditions are satisfied, as determined by the Engineer. If the following

conditions are not satisfied, the Engineer will return the requests without action except to record non-compliance with these requirements:

1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The request is directly related to an “or-equal” clause or similar language in the Contract Documents.
 5. The requested substitution offers the City a substantial advantage in cost, time, energy conservation, maintainability, or other considerations after deducting additional responsibilities the City must assume. The City’s additional responsibilities may include compensation to the Engineer for redesign and evaluation services, compensation to the Project Manager for additional management and coordination, increased cost of other construction by the City, and similar considerations.
 6. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 7. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 8. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor’s submittal and the Engineer acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid RFS, nor do they constitute approval.

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes general procedural requirements for alterations, modifications and extras.
- B. Related Sections:
 - 1. Division 00 General Conditions, Articles 5, 6, and 8
 - 2. Section 01 29 00 – Payment Procedures

1.02 GENERAL

- A. Any change in scope of Work or deviation from Drawings, Special Conditions, or Specifications shall be accomplished only when authorized in writing by the City.
- B. Changes in scope of Work or deviation from Drawings, Special Conditions, or Specifications may be initiated only by the City or the Contractor.
 - 1. The Contractor may initiate changes by submitting Requests for Interpretation (RFIs), Requests for Substitution (RFSs), a Notice of Concealed or Unknown Conditions, or a Notice of Hazardous Waste Conditions.
 - a. RFIs shall be submitted to seek clarification of Contract Documents in accordance with Section 01 26 13 – Requests for Interpretation.
 - b. RFSs shall be submitted in accordance with Section 01 25 00 – Substitution Procedures to request substitution of materials or methods of execution.
 - c. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Division 00 – General Conditions.
 - d. Notices of Hazardous Waste Conditions shall be submitted in accordance with Division 00 – General Conditions.
 - 2. The Contractor shall be responsible for its costs to implement and administer RFIs and RFSs throughout the Contract duration. Regardless of the number of RFIs submitted, the Contractor will not be entitled to additional compensation. The Contractor shall be responsible for both the City's and Engineer's administrative costs for answering its RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City; such costs will be deducted from progress payments.
 - 3. The City may initiate changes by issuing a Supplemental Instruction.
 - 4. The City may initiate changes in the Work or Contract Time by issuing Requests for Proposal (RFPs) to the Contractor. Such RFPs will detail all proposed changes in the

Work and request a quotation of changes in Contract Sum and Contract Time from the Contractor.

1.03 PROCEDURE

- A. The Contractor shall submit RFIs to the City in accordance with Section 01 26 13 – Requests for Interpretation. The Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI.
 - 1. If the Contractor is satisfied with the Clarification and does not request change in Contract Sum or Contract Time, then the Clarification shall be considered executed without a change.
 - 2. If the Contractor believes that the Clarification results in change in Contract Sum or Contract Time, the Contractor shall notify the City, who may then deny the request for change or issue an RFP.
- B. The Contractor shall submit an RFS to the City, who may then approve or deny the request. If denied, the City shall set forth in writing reasons for the denial. The Contractor may revise and resubmit submittal with a rebuttal based on Section 3400 of California Public Contract Code. The RFS should set forth the following:
 - 1. Reason for substitution
 - 2. Any deviations from Special Conditions or Specifications
 - 3. Cost increase or decrease
 - 4. Any necessary revisions to Drawings/related Work
 - 5. Schedule impacts
- C. The Contractor shall submit Notices of Concealed or Unknown Conditions to resolve unanticipated conditions incurred in the execution of the Work. Procedures in Division 00 – General Conditions shall be followed. If the City determines that a change in Contract Sum or Contract Time is justified, the City shall issue an RFP.
- D. The Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work. Procedures in Division 00 – General Conditions shall be followed. If the City determines that a change in Contract Sum or Contract Time is justified, the City shall issue an RFP.
- E. The City may issue Supplemental Instruction from the Engineer to the Contractor. The Contractor shall not proceed with Supplemental Instruction until the City approves it in writing.
 - 1. If the Contractor is satisfied with the Supplemental Instruction and does not request change in Contract Sum or Contract Time, then the Supplemental Instruction shall be executed without a Change Order.
 - 2. If the Contractor believes that the Supplemental Instruction results in change in Contract Sum or Contract Time, the Contractor shall notify the City. The City may then deny the request for change, cancel the Supplemental Instruction or issue an RFP.

- F. If the City issues to the Contractor an RFP, then the Contractor shall respond to the RFP within fifteen (15) working days by furnishing a complete breakdown of costs of credits, deductions and extra costs or cost savings resulting from the change in the Work. The Contractor shall itemize materials, labor, taxes, overhead, and profit. Subcontract Work shall be so indicated.
- G. Upon approval of an RFP, the City will issue a Change Order directing the Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, the City may decide the issue per Division 00 – General Conditions.
- H. Payment shall be made as follows:
 - 1. Change Orders that increase or decrease the Contract Sum or Contract Time shall be included by a Contract Modification Form, signed by the City and accepted by the Contractor.
 - 2. Payment shall be made for Change Order Work, along with other Work in progress payment following completion of Change Order Work. Partial completion of Change Order Work shall be paid for that part completed during the period covered by the monthly payment request.

1.04 COST DETERMINATION

- A. Total cost of extra Work or of Work omitted shall be the sum of labor cost (hourly rate plus employer-paid benefits, taxes, insurance, etc.), material costs, equipment rental costs, and specialist costs as defined herein, plus Overhead and Profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Change Orders, RFPs, or calculating claims of all types and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. No other costs arising out of or connected with the performance of extra Work, of any nature, may be recovered by the Contractor. No special, incidental, or consequential damages may be claimed or recovered against the City, and its officers, agents, employees, and consultants (including, but not limited to the Engineer, Project Manager, or Construction Manager), whether arising from breach of Contract, negligence, or strict liability, unless specifically authorized in the Contract Documents.
- B. Overhead and Profit:
 - 1. “Overhead and Profit” may also be referred to as “Markup”.
 - 2. Overhead shall be defined in Article 1.08.
 - 3. Overhead and Profit on labor for extra Work shall be fifteen percent (15%).
 - 4. Overhead and Profit on materials shall be fifteen percent (15%).
 - 5. Overhead and Profit on equipment rental for extra Work shall be fifteen percent (15%).
 - 6. When extra Work is performed by a first-tier subcontractor, the Contractor shall receive a ten percent (10%) markup on the subcontractors' total costs of extra Work.
- C. Taxes:
 - 1. Contra Costa County Sales Tax shall be included.

2. Federal and Excise Tax shall not be included.

D. City-Operated Equipment:

1. When City-operated equipment is used to perform extra Work, the Contractor will be paid for equipment and operator as follows:
 - a. Payment for equipment will be made in accordance with Paragraph 1.05.C.
 - b. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not the City-operator is actually covered by such an agreement.

1.05 COST BREAKDOWN

- A. Labor: The Contractor will be paid cost of labor for workers (including forepersons when authorized by the City) used in actual and direct performance of extra Work. Labor rate, whether the employer is the Contractor, subcontractor, or other entities, will be the sum of the following:
 1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 2. Labor Surcharge: Payments imposed by City, County, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in subparagraph 1 above, such as taxes and insurances. Labor surcharge shall be as set forth in the California Department of Transportation official labor surcharges schedule, which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference, as though fully set forth herein.
- B. Material: Only materials furnished by the Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to the purchaser (Contractor, subcontractor, or other forces) from the supplier thereof, except as the following are applicable:
 1. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that such a discount may not have been taken.
 2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discount, of materials.
 3. If the cost of a material is, in the opinion of the City or its representatives, excessive, then the cost of material shall be deemed to be the lowest current wholesale price at which the material is available in quantities concerned delivered to the Site, less any discounts as provided in subparagraph 1 above.
- C. Equipment Rental:
 1. For Contractor- or subcontractor-owned equipment, payment will be made at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule, which is in effect on the date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. For rented equipment, payment will be made based on actual rental

invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, the cost of use of the equipment shall be calculated at the rental rate for equipment of proper size and type. Rental rates paid shall be deemed to cover the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, the manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of five hundred dollars (\$500) or less, whether or not consumed by use, shall be considered to be small tools, and no payment will be made, therefore, as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

2. For equipment on site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by the City. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be one-half (1/2) hour of operation.
 - b. When daily rates are listed, less than four (4) hours of operation shall be considered to be one-half (1/2) day of operation.
3. For equipment that must be brought to the Site to be used exclusively on extra Work, the cost of transporting the equipment to the Site and its return to its original location shall be determined as follows:
 - a. The City will pay for the costs of loading and unloading equipment.
 - b. The cost of transporting equipment in low-bed trailers shall not exceed hourly rates charged by established haulers.
 - c. The cost of transporting equipment shall not exceed applicable minimum established rates of the California Public Utilities Commission.
 - d. Payment for transporting and loading and unloading equipment as above provided will not be made if the equipment is used on Work in any other way than upon extra Work.
4. The rental period shall begin at the time equipment is unloaded at the Site of extra Work and terminate at the end of the day on which the City or its representatives directs the Contractor to discontinue use of equipment. Excluding Saturdays, Sundays, and legal holidays, unless equipment is used to perform extra Work on such days, rental time to be paid shall be four (4) hours for zero (0) hours of operation, six (6) hours for four (4) hours of operation, and eight (8) hours for eight (8) hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated fewer than eight (8) hours due to breakdowns shall not exceed eight (8) less the number of hours equipment is inoperative due to breakdowns.

D. Work Performed by Special Forces or Other Special Services:

1. When the City or its representatives and Contractor, by agreement, determine that a special service or an item of extra Work cannot be performed by forces of the Contractor or those of any subcontractors, the service or extra Work item may be performed by a

specialist. Invoices for the service or item of extra Work on the basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide complete itemization. In those instances, wherein the Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. The City must be notified in advance of all off-site Work. To the specialist invoice price, less credit to the City for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent (15%) in lieu of Overhead and Profit provided in Paragraph 1.04.B.

1.06 FORCE-ACCOUNT WORK

- A. The City may, at any time, require the Contractor to perform Work on a Force-Account (time and materials, cost not to exceed) basis. When the Contractor performs Force-Account Work, the labor, materials, and equipment used in performing such Force-Account Work shall be subject to the City's approval.
- B. Whenever any Force-Account Work is in progress, the definite price for which has not been agreed on in advance, the Contractor shall report to the City each day in writing in detail the amount and cost of labor and material used and any other expense incurred in Force-Account Work on the preceding Work day as required herein. No claim for compensation for Force-Account Work will be allowed unless a report shall have been made. The City may authorize Force-Account Work with specific limits on price, which the Contractor shall perform up to such limit.
- C. Force-Account Work shall be paid as extra Work under this Section 01 26 00 – Contract Modification Procedures. The above-described methods of determining payment for Work and materials shall not apply to performance of Work or furnishings of material which, in judgment of the City or its representatives, may properly be classified under items for which prices are established in the Contract.

1.07 CITY-FURNISHED MATERIALS

- A. The City reserves the right to furnish materials as it deems advisable, and the Contractor shall have no claims for costs and Overhead and Profit on such materials.

1.08 OVERHEAD DEFINED

- A. The following constitutes charges that are deemed included in overhead for all Contract modifications, including Force-Account Work for the entire Contract Time:
 - 1. Drawings: Field Drawings, Shop Drawings, etc., including submissions of Drawings
 - 2. Routine field inspection of Work proposed
 - 3. General superintendence
 - 4. General administration and preparation of Change Orders
 - 5. Computer services

6. Reproduction services
7. Salaries of project engineer, project manager, superintendent, timekeeper, storekeeper, and secretaries
8. Janitorial services
9. Temporary on-site facilities
10. Offices
11. Telephones
12. Plumbing
13. Electrical: Power and lighting
14. Platforms
15. Fencing, etc.
16. Home office expenses
17. Insurance and bond premiums
18. Procurement and use of vehicles and fuel used coincidentally in base Bid Work
19. Surveying
20. Estimating
21. Protection of Work
22. Final cleanup
23. Other incidental Work
24. Labor liability insurance

1.09 RECORDS AND CERTIFICATION

- A. Force-Account (cost reimbursement) charges shall be recorded daily upon Cost Breakdown for Contract Modification Form obtained from the Inspector. The Contractor or authorized representative shall complete and sign the form. The Inspector shall sign the form for approval. The Contract Modification Form shall provide names and classifications of workers and hours worked by each and itemize materials used and shall also list size, type, and identification number of equipment and hours operated and shall indicate Work done by specialists.
- B. No payment for Force-Account Work shall be made until the Contractor submits original invoices substantiating materials and specialist charges.
- C. The City shall have the right to audit all records in possession of the Contractor relating to activities covered by the Contractor's claims for modification of the Contract, including Force-Account Work, as set forth in Division 00 – General Conditions.
- D. The City shall have the right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of the Contractor relating to any

transaction or activity occurring or arising out of, or by virtue of, the Contract. If the Contractor is a joint venture, the right of the City shall apply collaterally to the same extent to records of the joint venture sponsor and of each individual joint venture member.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 26 13
REQUESTS FOR INTERPRETATION

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes procedural requirements for requests for interpretation, information, and/or clarification.
- B. Related Sections:
 - 1. Division 00 – General Conditions
 - 2. Section 01 26 00 – Contract Modification Procedures

1.02 GENERAL

- A. Description: Submit the Request for Interpretation (RFI) to the Project Manager promptly upon identification of need and in reasonable time so as not to affect the progress of the Work.
- B. Submission Procedures:
 - 1. Pre-Submission Review: Before submitting the RFI to the Project Manager, conduct a review to determine that the information requested, including items submitted by subcontractors or suppliers, is not shown in the Contract Documents.
 - 2. Category of Request: Submit RFIs when one or more of the following conditions occur:
 - a. Need for Clarification: When information shown or indicated in the Contract Documents is unclear in its intent
 - b. Unforeseen Condition: Discovery of unforeseen condition or circumstance that is not shown or indicated in the Contract Documents
 - c. Conflict Within Documents: Discovery of an apparent inconsistency, conflict, or discrepancy between different portions of the Contract Documents where the intent cannot be reasonably inferred from information shown or indicated
 - d. Omission: Discovery of what appears to be an omission in the Contract Documents, the intent of which cannot be reasonably inferred from information shown or indicated
 - e. Coordination Problem: Discovery of unforeseen condition in coordinating placement of Work that is specifically related to the Contract Documents
 - 3. Unacceptable Requests:
 - a. General: Do not submit RFIs for confirmation of any action already taken by the Contractor. Requests will not be accepted that imply confirmation of any unauthorized change to the Work.

- b. **Untimely Submission:** An RFI that is submitted in a belated manner without proper coordination and scheduling of the Work of related subcontractors will not be reviewed and will be returned to the Contractor.
 - c. **Submittal:** An RFI that is included as part of a submittal will not be processed; see Section 01 33 00 – Submittal Procedures.
 - d. **Substitution:** An RFI that is a request for substitution will not be processed; see Section 01 25 00 – Substitution Procedures.
 - e. **Exclusionary Submission:** A request that implies that specific portions of the Work are assumed to be excluded or considering a separate portion of the Contract Documents in part, rather than as a whole, will not be processed.
- C. **Log:** Prepare and maintain the official log of RFIs. Review the status of the log at each job progress meeting.

PART 2 – PRODUCTS

A. Submission Requirements:

1. RFI Form:

- a. **General:** Provide a completed and legible PDF file of an RFI form that includes the following required information:
 - 1) **RFI Number:** Identify RFIs sequentially starting from number one (1); number resubmissions with the same number as the original and add letter designation A, B, C, etc., in the order submitted, until resolution is achieved.
 - 2) **PDF Name:** Include the RFI number and reference to the name of the project in the file name; if space allows include a brief description of the subject in the RFI file name.
 - 3) **Contractor:** Provide the company name and mailing address with the signature of the contact person responsible for Work on the subject project, certifying to review of RFI.
 - 4) **Subcontractor and/or Supplier:** Provide the company name, mailing address, telephone number, and name and email of the contact person responsible for Work on the subject project.
- b. **RFI Description:**
 - 1) **General:** Describe the subject of the RFI completely.
 - 2) **Drawing References:** Identify the specific Drawing number and/or detail number or note under consideration.
 - 3) **Specifications References:** Identify the Specifications Section number and paragraph number under consideration.
 - 4) **Attachments:** Identify as required to support description.
 - 5) **Contractor's Proposed Resolution:**

- a) General: Describe the suggested resolution; support with attachments as required.
- b) Cost Impact: Indicate impact on costs; explain the Contractor's original basis for Bid and, based on the current request, the reason that additional costs should be considered.
- c) Time Impact: Indicate the effect on the schedule and explain the Contractor's original basis for Bid and, based on the current request, why a time extension should be considered.

PART 3 – EXECUTION

A. Project Manager's Response:

1. General: The Project Manager will respond on the RFI Form and include attachments, as referenced. Verbal responses to such requests are to be considered informational; official written response will only be given on an annotated PDF of the original RFI Form.
2. Project Manager's Review:
 - a. General: Allow ten (10) working days after receipt. If more than ten (10) requests are received within one (1) calendar week, the Project Manager will specifically schedule and extend response time as required to accomplish the reviews.
 - b. Prioritization: If more than five (5) requests have been received by the Project Manager, the Contractor shall identify the order of requests most critical to the schedule of the project.

B. Distribution:

1. General: Submit a PDF of the original, signed copy. The PDF with the official response will be returned to the Contractor.
2. Consultants: The Project Manager will distribute copies of RFIs to project consultants, as required for their participation. Direct communication and response between project consultants and the Contractor will be considered informational only.
3. Response: The Contractor will make and distribute copies of the official response to subcontractors and suppliers, as required.

END OF SECTION

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes the procedures for preparation and submittal of Progress Payment Requests.
- B. Related Sections:
 - 1. Division 00 – General Conditions
 - 2. Section 01 32 16 – Construction Progress Schedule

1.02 REFERENCES

- A. California Public Contract Code

1.03 SCOPE OF WORK

- A. Payment for the various items of the Schedule of Bid Prices, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured products, and for all labor, operations, overhead and profit, applicable taxes, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of Work as specified and as shown on the Drawings. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Prices, and all costs therefore shall be included in the prices named in the Schedule of Bid Prices for the various appurtenant items of Work.
- B. Contract Prices shall be deemed to include all bonds and insurance, all appurtenances necessary to complete the required Work, including all costs for compliance with the regulations of the public agencies having jurisdiction, including Health and Safety Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA), and including all costs for loss or damage arising from the Work, or from action of the elements, for any unforeseen difficulties that may be encountered, and for all risks of every description connected with the prosecution of the Work until Project Completion, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract. Unless the Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include the following:
 - 1. Any and all costs arising from any unforeseen difficulties that may be encountered during, and all risks of any description connected with, prosecution of Work until acceptance by the City;
 - 2. All expenses incurred due to suspension, or discontinuance of Work as provided in the Contract;

3. Escalation to allow for cost increases between time of Contract Award and completion of Work.
- C. Whenever it is specified herein that the Contractor is to do work or furnish materials of any class for which no price is fixed in the Contract, it shall be understood that the Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. Neither the payment of any estimate nor of any retained percentages shall relieve the Contractor of its obligation to make good all defective work or material.

1.04 DETERMINATION OF QUANTITIES

- A. Quantity of work to be paid for under any item for which a unit price is fixed in the Contract shall be number, as determined by the Project Manager, of units of work satisfactorily completed in accordance with Drawings, Technical Specifications, and Specifications and as directed pursuant to Drawings, Technical Specifications, and Specifications. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods as the City's Project Manager may consider appropriate for class of work measured.

1.05 BASIS OF PAYMENT

- A. Unit Pay Quantities: When estimated quantity for specific portions of Work is listed in the Bid Form, quantity of work to be paid for shall be actual number of units satisfactorily completed in accordance with Drawings, Technical Specifications, and Specifications.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and the unit is designated as Lump Sum, payment will be on a Lump Sum basis for Work satisfactorily completed in accordance with Drawings, Technical Specifications, and Specifications.
- C. The City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not included in the Bid, when in its judgment such change is in best interest of the City. No change in Work shall be considered waiver of any other condition of the Contract. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in the Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.
- D. Monthly payment requests shall be based upon information developed at monthly Application for Payment meetings and shall be prepared by the Contractor. The approved Schedule of Values will be the basis for the Contractor's payment requests.
 1. No partial progress payment shall be made to the Contractor until all cost information requested by the City is submitted and reviewed.

2. The following information shall also be submitted with and as part of the Contractor's progress payment application; all information, noted below, will cover the same period of the progress payment application.
 - a. Progress Schedule: Submittal of one (1) copy of the progress schedule updated to include the progress achieved as of the date of the Application for Payment in accordance with this Section.
 - 1) The Contractor shall, at the time any payment request is submitted, certify in writing the accuracy of the payment request and that the Contractor has fulfilled all scheduling requirements of Division 00 – General Conditions and Section 01 32 16 – Construction Progress Schedule, including updates and revisions. The certification shall be executed by a responsible officer of the Contractor.
 - b. Project Record Drawings: Submit project record Drawings with each progress payment application for the City's Project Manager's review. The Drawings shall be returned to the Contractor within fourteen (14) calendar days of submittal.
 - c. Certified Payroll: Certified payroll for all Contractor and subcontractor staffing pursuant to Section 1776 of the California Labor Code and including all subcontractors, suppliers, or creditors for all labor and materials incorporated into the work.
 - d. Lien Releases: Conditional or Unconditional lien release for the requested payment. Unconditional lien release for the previous payment.
 3. No progress payment will be processed prior to the Project Manager receiving all requested information.
- E. The City will not be liable for costs arising from the delay in making progress payments.

1.06 PROGRESS PAYMENT PROCEDURES

- A. If requested by the Contractor, progress payments will be made monthly.
- B. Schedule of Values:
 1. Within ten (10) calendar days from issuance of the Notice of Award and prior to the Contractor's application for the first progress payment, the Contractor shall submit a detailed breakdown of its bid by scheduled Work items and/or activities. This breakdown shall be referred to as the Schedule of Values.
 2. If the City's Project Manager requires substantiating data, the Contractor shall submit information requested by the Project Manager, with cover letter identifying the project, payment request number and date, and detailed list of enclosures. The Contractor shall submit one copy of substantiating data and cover letter for each Payment request submitted.
- C. Payment Requests:
 1. On or about the 25th of each month, the Contractor may submit to the City's Project Manager one (1) copy of an itemized Application of Payment on a standard form acceptable to the City's Project Manager covering the Work completed as of the date of

the Application for Payment. The following information and/or documentation will be provided as part of the Application for Payment:

- a. Payment requests may include, but are not necessarily limited to the following:
 - 1) Materials, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - 2) A maximum of ninety percent (90%) of the cost of major equipment, if purchased and delivered to the Site or stored off Site, as under control of the City but not installed by the Contractor.
 - 3) The Contractor's application for payment shall be accompanied by a bill of sale, invoice, or other documentation warranting that the City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment area covered by appropriate property insurance and other arrangements to protect the City's interest therein.
- b. Such requests for progress payments shall be based upon the Schedule of Values prices of all labor and materials incorporated in the Work during the preceding one-month period, less the aggregate of previous payments.
- c. Each payment request shall list each Change Order executed prior to the date of submission, including the Change Order Number, a description of the work activities, consistent with the descriptions of original work activities.
 - 1) The Contractor shall submit a monthly Change Order status log to the City's Project Manager as part of that Progress Payment Request.
2. Monthly progress payments shall be made, based on total value of activities completed or partially completed, as determined by the City with participation of the Contractor, and based upon approved activity costs. Accumulated retainage will be shown as separate item in payment summary. If the Contractor fails or refuses to participate in construction progress evaluation with the City, the Contractor shall not receive current payment until the Contractor has participated fully in providing construction progress information and schedule update information for the City.

D. Progress Payments:

1. Upon receiving the Contractor's payment request, the Project Manager will review the payment request and make necessary adjustments to percent of completion of each activity. One copy will be returned to the Contractor with description of adjustments made. All parties will update the percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. The payment request may be reviewed by Project Manager for the purpose of determining that the payment request is a proper payment request, and shall be rejected, revised or approved by the Project Manager pursuant to the cost breakdown prepared in accordance with this Section.
3. If it is determined that the payment request is not a proper payment request suitable for payment, the Project Manager shall return it to the Contractor as soon as practicable, but no later than seven (7) working days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If the Project Manager determines that portions of the payment request are not proper or not due

under the Contract Documents, then the Project Manager may approve the other portions of the payment request and, in the case of disputed items or defective work not remedied, may withhold up to one-hundred and fifty percent (150%) of the disputed amount from the progress payment.

4. Pursuant to Public Contract Code, Section 20104.50, if the City fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from a contractor, the City shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The thirty (30) day period shall be reduced by the number of days by which the City exceeds the seven (7) day return requirement set forth herein.
5. As soon as practicable after approval of each request for progress payment, the City will pay to the Contractor in manner provided by law, the amounts provided for below:
 - a. The City shall pay an amount equal to ninety percent (90%) of the Project Manager's estimate, which amount shall remain in effect until such time, if any, that the retention is reduced by the Project Manager pursuant to the other provisions of this paragraph.
 - b. At any time after fifty percent (50%) in value of the Work as set forth in the Schedule of Values has been completed and the retained funds are equal to five percent (5%) of the Contract Sum (including Change Orders, if applicable), and if the progress of the Work under the Progress Schedule is satisfactory, the Project Manager may, at its sole discretion, but shall not be obligated to, authorize any remaining progress payment to be made in the amount of ninety-five percent (95%) of the amount approved for payment.
 - c. When the Project Manager determines that at least ninety-five percent (95%) in value of the Work as set forth in the Schedule of Values is completed, the Project Manager may, at its sole discretion, but shall not be obligated to, reduce the amount of the retained funds to one-hundred and twenty-five percent (125%) of the value of the Work yet to be completed, as determined by the Project Manager.
 - d. After all Work is completed in accordance with the Contract, the remaining retention amount shall be paid to the Contractor in accordance with Paragraph 1.9, below.
 - e. If a lesser payment amount is provided in the Contract Documents, such lesser amount shall apply instead of the amounts set forth above in this paragraph.
 - f. Progress payments may at any time be withheld if, in judgment of the Project Manager, the Work is not proceeding in accordance with the Contract, or the Contractor is not complying with requirements of the Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
6. Retention will not be reduced if the Contractor, in the opinion of the Project Manager, is behind schedule. If retention is reduced at any point during the Contract and the Contractor subsequently falls behind schedule, retention may be raised back to original percentage.
7. Before any progress payment or final payment is made, the Contractor may be required to submit satisfactory evidence that the Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into the Work.

8. The City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of the Project Manager, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.
9. Approval of progress payment and payment by the City, or receipt thereof by the Contractor, shall not be understood as constituting in any sense acceptance of the Work or of any portion thereof, and shall in no way lessen liability of the Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
10. When the City shall charge sum of money against the Contractor under any provision of the Contract, amount of charge shall be deducted and retained by the City from amount of next succeeding progress payment or from any other monies due or that may become due the Contractor under Contract. If, on completion or termination of the Contract, such monies due the Contractor are found insufficient to cover the City's charges against the Contractor, the City shall have right to recover balance from the Contractor or Sureties.

1.07 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. Pursuant to provisions of Public Contract Code, Section 22300, substitution of securities for any monies withheld under the Contract to insure performance is permitted under the following conditions:
 1. At request and expense of the Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City that are equivalent to the amount withheld under retention provisions of the Contract shall be deposited with the Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, securities shall be returned to the Contractor.
 2. Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section. The Contractor shall pay to each subcontractor, not later than twenty (20) days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the Contractor.
 3. The Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.
 4. The Contractor shall enter into escrow agreement with the Controller according to Document 00 53 00 – Escrow Agreement for Security Deposits in Lieu of Retention, as authorized under Public Contract Code, Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of the Contractor, and termination of escrow upon completion of the Contract.

1.08 APPLICATION FOR PAYMENT OF SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
 - 1. This application shall reflect Certificates of Partial Substantial Completion issued previously for City occupancy of designated portions of the Work.
 - 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals
 - b. Warranties, guarantees, and maintenance agreements
 - c. Test/adjust/balance records
 - d. Operations and Maintenance instructions
 - e. Meter readings
 - f. Startup performance reports
 - g. Changeover information related to the City's occupancy, use, operation, and maintenance
 - h. Final cleaning
 - i. Application for reduction of retainage and consent of surety
 - j. Final progress photographs
 - k. List of incomplete Work, recognized as exceptions to the Architect/Engineer's Certificate of Substantial Completion

1.09 FINAL PAYMENT

- A. As soon as practicable after all required Work is completed in accordance with the Contract, including Contractor maintenance after Final Acceptance, the City will pay to the Contractor, in manner provided by law, unpaid balance of contract price of Work, or whole contract price of Work if no progress payment has been made, determined in accordance with terms of the Contract, less sums as may be lawfully retained under any provisions of the Contract or by law.
- B. Prior progress payments shall be subject to correction in the final payment. The Project Manager's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by the Contractor under the Contract, and shall be full measure of compensation to be received by the Contractor.
- C. The Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment and as a condition precedent to final payment, Agreement Form, and Release of Any and All Claims, discharging the City of Pittsburg, their officers, agents, employees, and consultants (including, but not limited to the Architect/Engineer and Construction Manager) of and from liabilities, obligations, and claims arising under the Contract.

D. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of project closeout requirements
2. Completion of items specified for completion after Substantial Completion
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required project construction records to the City
6. Certified property survey
7. Proof that taxes, fees, and similar obligations were paid
8. Removal of temporary facilities and services
9. Removal of surplus materials, rubbish, and similar elements
10. Change of door locks to the City's access
11. All as-built Drawings
12. Lien releases from the Contractor and subcontractors

1.10 EFFECT OF PAYMENT

A. Payment will be made by the City, based on the Project Manager's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that the Project Manager has:

1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
2. Reviewed construction means, methods, techniques, sequences, or procedures;
3. Reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment; or
4. Made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes requirements for coordination and meetings.
- B. Related Sections:
 - 1. Division 00 – General Conditions, Article 2
 - 2. Section 01 32 16 – Construction Progress Schedule

1.02 COORDINATION

- A. The Contractor shall be responsible for all project coordination.
- B. Duties of the Contractor:
 - 1. Coordinate Work of all subcontractors.
 - 2. Establish on-site lines of authority and communication. Schedule and conduct progress meetings with the City and subcontractors.
 - 3. Construction schedules:
 - a. Prepare a detailed schedule of operations of all subcontractors on the project in accordance with Section 01 32 16 – Construction Progress Schedule.
 - b. Monitor and update schedules as Work progresses.
 - c. Observe Work to monitor compliance with the schedule.
 - 4. Temporary facilities:
 - a. Prepare a temporary facilities Site plan for the City's approval.
 - b. Monitor use of temporary utilities.
 - c. Verify that adequate services are provided to comply with requirements for Work and climatic conditions.
 - 5. Changes:
 - a. Recommend necessary or desirable changes to the Engineer.
 - b. Review the subcontractor's request for changes and for substitutions.
 - c. Submit recommendations to the Engineer through the Project Manager.
 - d. Process Change Orders.
 - 6. Permits and fees: Verify that subcontractors have obtained permits for inspections.

7. Review all Shop Drawings, Product Data, and Samples for compliance with Contract Documents prior to submittal to the City of its Project Manager.
8. Interpretation of Contract Documents:
 - a. Consult with the City and Engineer to obtain interpretations.
 - b. Assist in resolution of questions that may arise.
 - c. Transmit written interpretations to concerned parties.
9. Maintain reports and records at the Project Site:
 - a. Daily log for progress of the Work; make available to City personnel, the City's Project Manager and Engineer
 - b. Records
 - c. Contracts
 - d. Purchases
 - e. Materials and equipment
 - f. Applicable handbooks, codes, and standards
 - g. Obtain information from subcontractors and maintain Record Documents. Assemble documentation for handling of claims and disputes.
10. Verify that specified cleaning is done during progress of Work and at completion of each Contract.
11. For a project requiring a building permit, coordinate with the Building Division, City of Pittsburg, for inspections.
12. Startup:
 - a. Direct the checkout of utilities, operational systems, and equipment.
 - b. Assist in initial startup testing.
 - c. Record dates of start of operation of systems and equipment.
 - d. Submit to the City written notice of beginning of warranty period for equipment put in service.

1.03 COORDINATION REQUIREMENTS

- A. Coordination: The Contractor shall coordinate the Work as stated in the Division 00 – General Conditions. The Contractor shall also coordinate Work under the Contract with Work under separate Contracts by the City. The Contractor shall cooperate with the City and others as directed by the City in scheduling and sequencing the incorporation into the Work of City-furnished/Contractor installed products identified in the Contract Drawings, Special Conditions, and Specifications.
- B. Relationship of Contract Documents: Drawings, Special Conditions, Specifications, and other Contract Documents in the Project Manual are intended to be complementary. What is required by one shall be as if required by all. What is shown or required, may be reasonably

inferred to be required, or that is usually and customarily provided for similar Work, shall be included in the Work.

- C. Discrepancies in Contract Documents: In the event of error, omission, ambiguity, or conflict in Drawings, Special Conditions, or Specifications, the Contractor shall bring the matter to the Engineer's attention, through the City or its Project Manager, in a timely manner, for the Engineer's determination and direction in accordance with provisions of Division 00 – General Conditions.
- D. Construction Interfacing and Coordination: Layout, scheduling, and sequencing of Work shall be solely the Contractor's responsibility. The Contractor shall bring together the various parts, components, systems, and assemblies as required for the correct interfacing and integration of all elements of the Work.
- E. The Contractor shall coordinate the Work to correctly and accurately connect abutting adjoining, overlapping, and related elements, including Work under separate Contracts by the City, utility agencies, and companies.

1.04 COORDINATION OF SUBCONTRACTS AND SEPARATE CONTRACTS

- A. Superintendence of Work: The Contractor shall appoint a field Superintendent who shall directly supervise and coordinate Work shown on the Drawings, Special Conditions, and in the Specifications at all times. To maintain an uninterrupted Construction Schedule, the field Superintendent shall not be replaced by the Contractor, for other than extenuating circumstances, without prior approval by the Engineer and/or the City.
- B. Subcontractors, Trades, and Materials Suppliers: The Contractor shall require all subcontractors, trades, crafts, and suppliers to coordinate their portions of Work with the Superintendent, City Engineer, and City Project Manager to prevent scheduling, sequencing, dimensional, and other conflicts and omissions.
- C. Coordination with Work Under Separate Contracts: The Contractor shall coordinate and schedule Work under the Contract with Work being performed for the project under separate Contracts by the City, serving utilities, and public agencies. The Contractor shall make direct contacts with parties responsible for Work of the project under separate Contracts to provide timely notifications and to facilitate information exchanges.

1.05 PRECONSTRUCTION CONFERENCE

- A. The City or its Project Manager will call for and administer a Preconstruction Conference at a time and place to be announced. The conference will occur as soon after award as can be reasonably scheduled.
- B. The Contractor, all subcontractors, and major suppliers shall attend the Preconstruction Conference.
- C. The agenda will include, but not be limited to, the following items:
 - 1. Lines of communication
 - 2. Schedules
 - 3. Employment goals

4. Personnel
 5. Use of premises
 6. Location of the Contractor's on-site facilities
 7. Project access
 8. Employee parking
 9. Security
 10. National Pollutant Discharge Elimination System Storm Water Pollution Prevention best management practices
 11. Contractor's questions
 12. Housekeeping
 13. Submittals
 14. Inspection and testing procedures, on and off site
 15. Utility shutdown procedures
 16. Injury and Illness Prevention Program
 17. Contractor's Initial Critical Path Method (CPM) Schedule
 18. Preparation of Record Documents
- D. The Project Manager will distribute copies of minutes to attendees. Attendees shall have five (5) working days to submit comments or additions to the minutes. The minutes will constitute final memorialization of results of the Preconstruction Conference.

1.06 SCHEDULING MEETINGS

- A. Meet with the Project Manager no later than the Start Date of the Contract and conduct initial review of the Contractor's Initial Progress Schedule submittal, draft Shop Drawing and Sample Submittal Schedule, and draft Schedule of Values ("Schedule Review Meeting").
- B. An authorized representative in the Contractor's organization, designated in writing, who will be responsible for working and coordinating with the City or its representative(s) relative to preparation and maintenance of the Progress Schedule, shall attend the initial Schedule Review Meeting.
- C. The Contractor shall, within fifteen (15) calendar days from the Notice to Proceed date, meet with the City to review the Contractor's Original CPM Schedule submittal, final Shop Drawing and Sample Submittal Schedule, and final Schedule of Values.
 1. The Contractor shall have its Manager, Superintendent, Scheduler, and key subcontractor representatives, as required by the City, in attendance. The meeting will take place over a continuous one (1)-day period.
 2. The City's review of Schedule Submittals will be limited to conformance to Contract requirements, including, but not limited to, coordination requirements. However, review may also include the following:

- a. Clarifications of Contract Requirements
 - b. Directions to include activities and information missing from submittal
 - c. Requests to the Contractor to clarify its schedule
3. Within five (5) working days of the initial Schedule Review Meeting, the Contractor shall respond in writing to all questions and comments expressed by the City at the meeting.
- D. The City or its Project Manager will administer scheduling meetings and shall distribute minutes of scheduling meetings to attendees. Attendees shall have five (5) working days to submit comments or additions to the minutes. The minutes will constitute final memorialization of results of the scheduling meetings.

1.07 PROGRESS MEETINGS

- A. A progress meeting will be held weekly to review the schedule update submittal and progress payment application. At this meeting, at a minimum, the following items will be reviewed:
1. Previous meeting notes
 2. Percent complete of each activity
 3. Time impact evaluations for Change Orders and Time Extension Requests
 4. Actual and anticipated activity sequence changes
 5. Actual and anticipated duration change
 6. Actual and anticipated contractor delays
 7. Interface requirements
 8. Status on submittals
 9. Documentation of information for payment requests
- B. These meetings are considered a critical component of the overall monthly schedule update submittal, and the Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by the Contractor's General Superintendent and Scheduler.
- C. The City or its Project Manager will record and distribute minutes to the Contractor, Building and/or Special Inspector, Engineer, and all other participants, as well as those affected by decisions made at the meeting, within five (5) working days after the meeting. Attendees shall have five (5) working days to submit comments or additions to the minutes. The minutes will constitute final memorialization of the results of the progress meeting.

1.08 SPECIAL MEETINGS

- A. Special meetings may be called by any party by notifying all desired participants, the City, the Project Manager, and Building and/or Special Inspector five (5) working days in advance,

giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

- B. At any time during the progress of the Work, any party shall have the right to require attendance at a conference, and notice of such a conference shall be duly observed and complied with by the Contractor.
- C. Contractors shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Division 00 – General Conditions. The City, the City’s Project Manager, and the Engineer shall be given five (5) working days’ written notice of coordination meetings. Contractors shall maintain minutes of coordination meetings. Attendees shall have five (5) working days to submit comments or additions to the minutes. The minutes will constitute the final memorialization of the results of the meetings.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.01 SUMMARY

- A. Scheduling of Work under this Contract shall be performed by the Contractor in accordance with requirements of this Section.
 - 1. Development of schedule, cost and resource loading of the schedule, monthly payment requests and project status reporting requirements of the Contract shall employ scheduling as required in this document.
 - 2. The Schedule shall be cost loaded based on Schedule of Values as approved by the City.
 - 3. Submit schedules and reports as specified in Division 00 – General Conditions.
- B. Upon Award of Contract, the Contractor shall immediately commence development of the Initial Schedule to ensure compliance with schedule submittal requirements.
- C. Related Sections
 - 1. Contract
 - 2. Division 00 – General Conditions, Article 5
 - 3. Section 01 10 00 – Summary
 - 4. Section 01 29 00 – Payment Procedures
 - 5. Section 01 31 00 – Project Management and Coordination
 - 6. Section 01 33 00 – Submittal Procedures

1.02 GENERAL

- A. The Progress Schedule shall be based on Critical Path Method (CPM) sequencing incorporating milestone and completion dates specified in the Contract Documents. CPM Scheduling should include:
 - 1. Defining the required tasks and arranging in an ordered, sequenced list.
 - 2. Creating a critical path diagram showing each task in relation to the others.
 - 3. Identifying the critical and non-critical relationships among tasks.
 - 4. Determining the expended end date, execution, or completion time for each task.
 - 5. Devise alternatives or backups for critical paths.
- B. Overall time of completion and time of completion for each milestone shown on the Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of

completion is requested by the Contractor and agreed to by the City. Any such agreement shall be formalized by a Change Order.

1. The City is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion dates for the Contract Times.
 2. The Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and the Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Times.
 3. A schedule showing the work completed in less than the Contract Times, which has been accepted by the City, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and Contract Substantial Completion. Project Float is a resource available to both the City and the Contractor.
- C. The Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing the Contract schedule and monitoring actual progress as compared to the Progress Schedule rests with the Contractor.
- D. Failure of the Progress Schedule to include any element of the Work or any inaccuracy in the Progress Schedule will not relieve the Contractor from responsibility for accomplishing the Work in accordance with the Contract. The City's acceptance of the Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon the City, or act to relieve the Contractor of its responsibility for means and methods of construction.
- E. Transmit each item per Section 01 33 00 – Submittal Procedures under form approved by the City.
1. Identify the project with the City Contract number and name of the Contractor.
 2. Provide space for the Contractor's approval stamp and the City's review stamps.
 3. Submittals received from sources other than the Contractor will be returned to the Contractor without the City's review.

1.03 INITIAL AND ORIGINAL SCHEDULE

- A. The Initial Schedule submitted for review at the pre-construction conference shall serve as the Contractor's schedule for up to thirty (30) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first thirty (30) calendar days of the Contract; details of planned mobilization of plant and equipment; sequence of early

operations; and procurement of materials and equipment. Show Work beyond thirty (30) calendar days in summary form.

- C. The Original (or “Baseline”) Schedule shall be submitted for review no later than the Contractor’s first progress payment application submittal.
- D. All schedules shall be time-scaled.
- E. All schedules shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed thirty (30) calendar days.
- F. The City and Contractor shall meet to review and discuss the Schedule within seven (7) calendar days after it has been submitted to the City.
 - 1. The City's review and comment on the schedule shall be limited to the Contract conformance (with sequencing, coordination, and milestone requirements).
 - 2. The Contractor shall make corrections to the Schedule necessary to comply with Contract requirements and shall adjust the Schedule to incorporate any missing information requested by the City. The Contractor shall resubmit the Initial Schedule if requested by the City.

1.04 CONSTRUCTION SCHEDULE FORMAT AND LEVEL OF DETAIL

- A. The Construction Schedule is to indicate all separate fabrication and field construction activities required for completion of the work, including but not limited to the following:
 - 1. All Contractor, subcontractor, and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all Contractors. The intent is to provide a common basis of acceptance, understanding and communication, as well as interface with other contractors.
 - 2. Activities related to the delivery of City-furnished equipment to be contractor-installed per the Contract shall be shown.
 - 3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/subcontractor responsibility to which they pertain.
 - 4. The Contractor shall break up the work schedule into activities of durations of approximately fifteen (15) calendar days or less each, except for non-field construction activities or as otherwise deemed acceptable by the Project Manager.
- B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the work within the allotted Contract Time.
- C. In conformance with the Contract Documents, the Contractor shall furnish a breakdown of the Bid by assigning dollar values (cost estimated) to each applicable network activity, which cumulatively equals the Bid. Upon acceptance by the City, the values will be used as the

basis for determining progress payments. The Contractor's overhead, profit, and cost of bonds and insurance shall be prorated through all activities.

- D. Failure by the Contractor to include any element of work required for performance of the work on the detailed construction schedule shall not excuse the Contractor from completing all work required within the Contract Time.
- E. A two-week "look ahead" detailed, daily bar chart schedule shall be updated and issued weekly, no later than the time of the scheduled weekly meeting.
- F. The Contractor shall utilize computer scheduling software, such as PRIMAVERA or approved equivalent software for all scheduling including schedule updates. The Contractor shall supply computer data files for all schedules including the original schedule and monthly schedule updates.

1.05 MONTHLY SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of the Contractor's Initial Schedule, the Contractor shall monitor progress of Work and adjust the schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - 1. Each schedule update submitted shall be complete, including all information requested for the Initial Schedule submittal.
 - 2. Each update shall continue to show all work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held after the first Project Meeting of each month to review the schedule update submittal and progress payment application.
 - 1. At this meeting, at a minimum, the following items will be reviewed: percent complete of each activity; time impact evaluations for change orders and time extension requests; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated contractor delays.
 - 2. These meetings are considered a critical component of overall monthly schedule update submittal and the Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by the Contractor's General Superintendent and Scheduler.
 - 3. The Contractor shall plan on the meeting taking no less than two (2) hours.
- C. Within five (5) working days after monthly schedule update meeting, the Contractor shall submit the updated schedule update.
- D. Within five (5) working days of receipt of above noted revised submittals, the City will either accept or reject monthly schedule update submittal.
 - 1. If accepted, the percent complete shown in monthly update will be the basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.

2. If rejected, the update shall be corrected and resubmitted by the Contractor before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to the City by the Contractor under this Contract, nor the City's review or acceptance of any such report, curve, schedule or narrative, shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, the Contractor's obligations under this Contract.

1.06 SCHEDULE REVISIONS

- A. Updating the schedule to reflect actual progress shall not be considered revisions to the schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the schedule, the Contractor shall provide the City with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) calendar days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by the City. The City may request further information and justification for schedule revisions and the Contractor shall, within three (3) calendar days, provide the City with a complete written narrative response to the City's request.
- D. If the Contractor's revision is still not accepted by the City, and the Contractor disagrees with the City's position, the Contractor has seven (7) calendar days from receipt of the City's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of the City's written rejection of a schedule revision shall be contractually interpreted as acceptance of the City's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding the City's position.
- E. At the City's discretion, the Contractor can be required to provide subcontractor certifications of performance regarding proposed schedule revisions affecting said subcontractors.

1.07 RECOVERY SCHEDULE

- A. If the schedule update shows a substantial completion date twenty-one (21) calendar days beyond the Contract Substantial Completion date, or individual milestone completion dates, the Contractor shall submit to the City the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence

changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.

- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by the City.
- C. If the Contractor's revisions are not accepted by the City, the City and Contractor shall follow the procedures in paragraph 1.6.C, 1.6.D and 1.6.E above.
- D. At the City's discretion, the Contractor can be required to provide subcontractor certifications for revisions affecting said subcontractors.

1.08 TIME EXTENSIONS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with Division 00 – General Conditions, Article 5.
- B. Where an event for which the City is responsible impacts the projected Substantial Completion date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how the impact can be mitigated (e.g., increase crew size, overtime, etc.). The Contractor shall also include a detailed cost breakdown of the labor, equipment and material the Contractor would expend to mitigate the City caused time impact. The Contractor shall submit its mitigation plan to the City within ten (10) working days from the date of discovery of said impact. The Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time or provide the required mitigation plan will result in the Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. The City will not be obligated to consider any time extension request unless requirements of the Contract Documents are satisfied.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

1.09 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for scheduling identified in this Section, the Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each schedule as specified herein. Status reporting shall be in form specified below.
- B. The Contractor shall prepare monthly written narrative reports of status of the project for submission to the City. Written status reports shall include the following:
 - 1. Status of major project components (percent complete, amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.
 - 2. Progress made on critical activities indicated on schedule, inspections and visits by the Building and/or Special Inspection Inspector.

3. Explanations for any lack of work on critical path activities planned to be performed during the last month.
4. Explanations for any schedule changes, including changes to logic or to activity durations.
5. List of critical activities scheduled to be performed next month.
6. Status of major material and equipment procurement.
7. Any delays encountered during the reporting period.
8. The Contractor shall provide a printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on a weekly and monthly basis.
 - a. Actual resource shall be accumulated in field by the Contractor, and shall be as noted on the Contractor's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
 - b. The Contractor shall explain all variances and mitigation measures.
9. The Contractor may include any other information pertinent to status of the project. The Contractor shall include additional status information requested by the City at no additional cost.
10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. This Section describes the following general requirements for submittals for the Work:

1. Procedures
2. Schedule of Shop Drawing and Sample Submittals
3. Safety Plan
4. Progress Schedule
5. Product Data
6. Shop Drawings
7. Quality Control Submittals
 - a. Design Data
 - b. Test Reports
 - c. Certificates
 - d. Manufacturer's Instructions
8. Machine Inventory Sheets
9. Operations and Maintenance Manuals
10. Keys
11. Project Record Documents

B. Related Sections:

1. Division 00 – General Conditions, Article 2
2. Section 01 10 00 – Summary
3. Section 01 25 00 – Substitution Procedures
4. Section 01 26 00 – Contract Modification Procedures
5. Section 01 29 00 – Payment Procedures
6. Section 01 32 16 – Construction Progress Schedule
7. Section 01 78 00 – Closeout Submittals

1.02 PROCEDURES

- A. Upon issuance of the “Notice to Proceed,” the Contractor shall have thirty-five (35) calendar days to submit, at Contractor’s expense, sets of the following: Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, and Project Record Documents required by the Contract Documents. Submit these submittals to the Project Manager for review and approval in accordance with the accepted schedule of Shop Drawing and Sample Submittals.
- B. Transmit each item with a standard letter of transmittal. Identify the project, Contractor, subcontractor, major supplier, pertinent Drawing sheet and detail number, Technical Specifications, and Specification Section number as appropriate. Provide space for the Contractor, Project Manager, and Engineer review stamps. Where the manufacturer’s standard Drawings or data sheets are used, they shall be marked clearly to show those portions of the data applicable to this project. The transmittal sheet will include the following:
1. Date
 2. Project and Contract name and number
 3. Subcontractor or supplier as appropriate
 4. Trade
 5. Contractor review stamp
- C. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the Project Manager and Engineer the materials and equipment the Contractor proposes to provide and to enable the Project Manager and Engineer to review the information for the limited purposes specified in the following sections. Samples shall be identified clearly as to the material and supplier and pertinent data such as catalog numbers and the use for which they are intended and otherwise as the Project Manager and Engineer may require enabling the Project Manager and Engineer to review the submittal.
- D. At the time of each submission, the Contractor shall give the City specific written notice of all variations, if any; the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents and the reasons therefore. This written notice shall be a separate document from the submittal. In addition, the Contractor shall cause a specific notation to be made on each Shop Drawing and Sample submitted to the City for review and approval of each such variation. If the City accepts deviation, the City shall issue appropriate Contract Modification.
- E. Submittal coordination and verification of Contract compliance is the responsibility of the Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Before submitting each Shop Drawing or Sample, the Contractor shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents and shall have determined and verified the following:
1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto

2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work
 3. All information relative to the Contractor's sole responsibilities and of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto
- F. The Contractor's submission to the City of a Shop Drawing or Sample Submittal will constitute the Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to the Contractor's review and approval of that submittal.
- G. After review by the Project Manager and Engineer of each of the Contractor's submittals, one set of materials will be returned to the Contractor with actions defined as follows:
1. **NO EXCEPTIONS TAKEN:** Accepted subject to its compatibility with future submittals and additional partial submittals for portions of the Work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown on the submittal.
 2. **MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED):** Same as 1. above, except that minor corrections as noted shall be made by the Contractor.
 3. **AMEND AND RESUBMIT:** Rejected because of major inconsistencies or errors, which shall be resolved or corrected by the Contractor prior to subsequent review by the Project Manager and Engineer.
 4. **REJECTED – RESUBMIT:** Submitted material does not conform to plans and Specifications in major respect (i.e., wrong size, model, capacity, or material).
- H. It is considered reasonable that the Contractor shall make a complete and acceptable submittal at least by second submission. The City reserves the right to deduct moneys from payments due to the Contractor to cover additional costs of the Project Manager's and Engineer's review beyond the second submission. Illegible submittals will be rejected and returned to the Contractor for resubmission.
- I. Favorable review will not constitute acceptance by the City of any responsibility for the accuracy, coordination, and completeness of the submittals. Accuracy, coordination, and completeness of submittals shall be the sole responsibility of the Contractor, including responsibility to backcheck comments, corrections, and modifications resulting from the City's review, which shall be incorporated in design before fabrication. Submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet the requirements of the Contract Documents while conforming to structural space and access conditions at the point of installation. The Project Manager and Engineer's review 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 indicated by the Contract Documents. Favorable review of submittal, method of Work, or information regarding materials and equipment the Contractor proposes to furnish shall not relieve the Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by the Engineer or the City, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so

accepted. Favorable review shall be considered to mean merely that the Engineer or the City has no objection to the Contractor using, upon their own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

- J. The City's review shall not be construed as approval of means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- K. Submit complete initial submittal for those items where required by individual Technical Specifications or Specification Sections. Complete submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Technical Specifications, shall include motor data and seismic anchorage certifications where required, and shall include necessary revisions required for equipment other than first named. If the Contractor submits an incomplete initial submittal, when complete submittal is required, submittal may be returned to the Contractor without review.
- L. It shall be the Contractor's responsibility to copy, conform, and distribute reviewed submittals in sufficient numbers for the Contractor's files, subcontractors, and Vendors.
- M. After the Project Manager's and Engineer's review of submittal, revise and resubmit as required. Identify changes made since the previous submittal.
 - 1. Begin no fabrication or Work that requires submittals until return of submittals not requiring resubmittal.
 - 2. Normally, submittals will be processed and returned to the Contractor within fifteen (15) calendar days of receipt.
- N. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.03 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Division 00 – General Conditions or as elsewhere specified in the Contract Documents. Submit three (3) copies and PDF files of final and accepted Schedule of Shop Drawing and Sample Submittals as required by Division 00 – General Conditions and in no event later than thirty-five (35) calendar days following the Notice to Proceed.
- B. Schedule of Shop Drawing and Sample Submittals will be used by the Project Manager and Engineer to schedule their activities relating to review of submittals. The Schedule of Submittals shall indicate a spreading out of submittals and early submittals of long-lead-time items and of items that require extensive review.
- C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by the Project Manager and shall be revised and resubmitted until accepted by the Project Manager.

1.04 SAFETY PLAN

- A. Submit three (3) copies of the Safety Plan specific to this Contract to the Project Manager within fifteen (15) calendar days of issuance of the Notice to Proceed.
- B. One (1) copy of the accepted Safety Plan will be returned to the Contractor.
- C. No on-site Work shall be started until the Safety Plan has been reviewed and accepted by the City. Acceptance of the Safety Plan shall not affect the Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with the project.

1.05 PROGRESS SCHEDULE

- A. See Section 01 32 16 – Construction Progress Schedule for schedule and report requirements.
- B. Submit three (3) copies and PDF files of the schedule at each of the following times:
 - 1. Initial Critical Path Method (CPM) Schedule at the Preconstruction Conference (covering in detail the first thirty (30) calendar days of Contract performance and at a summary level for remainder of Contract).
 - 2. Original CPM Schedule within thirty (30) calendar days of the Notice to Proceed date (covering in detail the entire Work of Contract to completion).
 - 3. Adjustments to the CPM Schedule as required.
 - 4. The CPM Schedule updates weekly, two (2) calendar days prior to the weekly progress meeting.
- C. Submit three (3) copies and PDF files of the reports listed in Section 01 32 16 – Construction Progress Schedule with the following:
 - 1. Initial CPM Schedule
 - 2. Original CPM Schedule
 - 3. Each weekly schedule update
- D. Progress Schedules and reports shall be submitted electronically and stored in a USB flash drive in addition to hard copies specified above.

1.06 PRODUCT DATA

- A. Within ten (10) calendar days after the Start Date of the Contract Times, submit copies of a complete list of major products and equipment proposed for use, with the name of the manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give the manufacturer, trade name, model or catalog designation, and reference standards.
- C. Tabulate products by Special Conditions and Specification Section number.

- D. Supplemental Data: Mark each copy to identify applicable products, models, options, and other data. Supplement the manufacturer's standard data to provide information unique to the project.
- E. Provide copies for Project Record Documents described in Section 01 78 00 – Closeout Submittals.

1.07 SHOP DRAWINGS

- A. Submit three (3) copies and PDF files of Shop Drawings.
- B. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 22 inches by 34 inches (ANSI D) maximum.
- C. The original sheet or reproducible transparency will be marked with the Project Manager's and/or Engineer's review comments and returned to the Contractor.
- D. Mark each copy to identify applicable products, models, options, and other data; supplement the manufacturer's standard data to provide information unique to the Work.
- E. Include the manufacturer's installation instructions when required by Technical Specifications or Specification Section.

1.08 QUALITY CONTROL SUBMITTALS

- A. Design Data: Three (3) copies and PDF files
- B. Test Reports: Three (3) copies and PDF files
 - 1. Indicate that the material or product conforms to or exceeds specified requirements.
 - 2. Reports may be from recent or previous tests on material or product but must be acceptable to the Project Manager. Comply with requirements of each individual Technical Specifications or Specification Section.
- C. Certificates: Three (3) copies and PDF files
 - 1. Indicate that the material or product conforms to or exceeds specified requirements.
 - 2. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 3. Certificates may be recent or from previous test results on the material or product but must be acceptable to the Project Manager.
- D. Manufacturer's Instructions: Three (3) copies and PDF files
 - 1. Include the manufacturer's printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
 - 2. Identify conflicts between the manufacturer's instructions and the Contract Documents.

1.09 MACHINE INVENTORY SHEETS

- A. Submit three (3) copies of machine inventory sheets, including an inventory list for spare parts and materials. If necessary, copies will be marked with the Project Manager's and/or

Engineer's review comments and returned to the Contractor for correction until satisfactory information is provided. The City will retain satisfactorily corrected sheets for its own use.

1.10 OPERATIONS AND MAINTENANCE MANUALS

- A. Submit three (3) copies and PDF files of the manufacturer's operations and maintenance manuals. If necessary, copies will be marked with the City's review comments and returned to the Contractor for correction until satisfactory information is provided. The City will retain satisfactorily corrected manuals for its own use.
- B. Operations and maintenance manuals shall include the following as appropriate:
 - 1. Operating instructions
 - 2. Preventive maintenance instructions
 - 3. Cleaning instructions
 - 4. Safety precautions
 - 5. Troubleshooting procedures
 - 6. Theory of operation to a discrete component level
 - 7. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc. to a discrete component level
 - 8. Parts lists showing all discrete components with part number, current prices, and availability
 - 9. A list of replaceable supplies, including paper, ink, ribbon, with part numbers, current prices, and availability
 - 10. Recommended levels of spare parts and supplies to keep on hand
 - 11. The manufacturer's service and maintenance technical manuals
 - 12. Names, addresses, and telephone numbers of service and repair firms for the equipment
- C. Manuals shall be the same as are used by the manufacturer's authorized technicians to completely service and repair the equipment.

1.11 KEYS

- A. Submit two (2) complete sets of keys for the project and all related facilities.
- B. Submit an inventory list of keys.

1.12 PROJECT RECORD DOCUMENTS

- A. Submit copies of each of the Project Record Documents as listed in Section 01 78 00 – Closeout Submittals.

PART 2 – PRODUCTS

Section 01 33 00 – Submittal Procedures

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. This Section includes reference standards, symbols, and definitions used in the Contract Documents.
2. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal Specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
3. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to the Contractor, since manufacturers and trades involved are assumed to be familiar with their requirements.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES:

- A. Latest in Effect: Reference to standards, Specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, Specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. Discrepancies: If during the performance of the Work, the Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, Specification, manual or code or of any instruction of any supplier, the Contractor shall report it in writing at once to Inspector, with copies to the Project Manager and Engineer, and the Contractor shall not proceed with the Work affected thereby until consent to do so is given by the Project Manager.
- C. Precedence: Except as otherwise specifically stated in the Contract Documents, including Division 00 – General Conditions, Article 3, or as may be provided by Change Order, or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:
1. The provisions of any such standard, Specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
3. No provision of any such standard, Specification, manual, code or instruction shall be effective to change the duties and responsibilities of the City, Contractor, Project Manager, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to the City, Engineer, Project Manager, or any of their consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

1.03 STANDARDS

- | | | |
|----|--------|---|
| A. | AASHTO | American Association of State Highway and Transportation Officials |
| B. | ACI | American Concrete Institute |
| C. | AI | The Asphalt Institute |
| D. | AIA | American Institute of Architects |
| E. | AISC | American Institute of Steel Construction |
| F. | AISI | American Iron and Steel Institute |
| G. | AITC | American Institute of Timber Construction |
| H. | ANSI | American National Standards Institute, Inc. |
| I. | APA | American Plywood Association |
| J. | APWA | American Public Works Association |
| K. | AREMA | The American Railway Engineering and Maintenance-of-Way Association |
| L. | ASCE | American Society of Civil Engineers |
| M. | ASLA | American Society of Landscape Architects |
| N. | ASME | American Society of Mechanical Engineers |
| O. | ASSE | American Society of Sanitary Engineering |
| P. | ASTM | American Society for Testing and Materials |
| Q. | AWS | American Welding Society |
| R. | AWWA | American Water Works Association |
| S. | BASMAA | Bay Area Stormwater Management Agencies Association |
| T. | BBC | Basic Building Code, Building Officials and Code Administrators International |

Section 01 42 00 – References

U.	BFL	Bay Friendly Landscaping
V.	CALOSHA	California Occupational Safety and Health Administration
W.	CA MUTCD	California Manual on Uniform Traffic Control Devices
X.	CALTRANS	State of California Department of Transportation
Y.	CBC	California Building Code
Z.	CCR	California Code of Regulations
AA.	CLFMI	Chain Link Fence Manufacturer's Institute
BB.	CRSI	Concrete Reinforcing Steel Institute
CC.	DDW	Division of Drinking Water
DD.	EIA	Electronic Industries Association
EE.	IAPMO	International Association of Plumbing and Mechanical Officials
FF.	ICBO	International Conference of Building Officials
GG.	IEEE	Institute of Electrical and Electronics Engineers
HH.	ISO	International Organization for Standardization
II.	ITE	Institute of Traffic Engineers
JJ.	MSS	Manufacturers Standardization Society
KK.	NACE	National Association of Corrosion Engineers
LL.	NBS	National Bureau of Standards
MM.	NEC	National Electrical Code
NN.	NEMA	National Electrical Manufacturer's Association
OO.	NFPA	National Fire Protection Association
PP.	OSHA	Occupational Safety and Health Administration (Federal)
QQ.	PCA	Portland Cement Association
RR.	PUC	Public Utilities Commission
SS.	SSPC	Steel Structures Painting Council
TT.	STA	Seal of Testing Assurance Program
UU.	UL	Underwriters Laboratories, Inc
VV.	USCC	U S Composting Council

1.04 SYMBOLS

- A. Symbols, used only on Drawings, are shown thereon.

1.05 DEFINITIONS

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the City Standard Specifications, it shall have the meaning here set forth:
 - 1. **ADDENDUM/ADDENDA:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents.
 - 2. **ADDITIVE BID:** The sum to be added to the Base Bid if the change in scope of work as described in Additive Bid is accepted by the City.
 - 3. **AGREEMENT:** The Contract executed by the parties as further defined in Division 00 – General Conditions, Article 1.
 - 4. **ALTERNATE:** Work added to or deducted from the Base Bid, if accepted by the City.
 - 5. **APPROVED EQUAL:** Approved in writing by the City as being of equivalent quality, utility and appearance.
 - 6. **ARCHITECT/ENGINEER:**
 - a. **Design Architect:** The person holding a valid California State Architect's or Landscape Architect's license, whose firm has been designated within the Contract Documents to provide architectural or landscape architectural services on the project, and who may have engaged engineering subconsultants to provide services on the project.
 - b. **Design Engineer:** The person holding a valid California State Engineering license, whose firm has been designated within the Contract Documents to provide civil, structural, traffic or other engineering services on the project, and who may have engaged engineering subconsultants to provide services on the project.
 - c. When the Engineer is referred to within the Contract Documents and no Architect or Engineer has in fact been designated, then the matter shall be referred to the City. The term Engineer shall be construed to include all his or her consultants retained for the project, as well as employees of the Engineer. When the designated Engineer is an employee of the City, his or her authorized representatives on the project within the district will be included under the term Engineer.
 - 7. **AS-BUILTS:** Project Record Documents as required by the General Conditions and Section 01 78 00 – Closeout Submittals.
 - 8. **BID:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 - 9. **BIDDER:** One who submits a Bid.
 - 10. **BY CITY:** Work that will be performed by the City or its agents at the City's expense.

11. BY OTHERS: Work that is outside scope of work to be performed by the Contractor under this Contract, which will be performed by the City, other Contractors, or other means.
12. CITY: City of Pittsburg, acting through its City Council or any of its authorized agents.
13. CITY CORPORATION YARD: Located at 357 East 12th Street, Pittsburg, CA 94565-2628.
14. CITY ENGINEER: City employee in charge of Engineering.
15. CITY-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by the City at its cost for installation by the Contractor at its cost under this Contract.
16. CITY'S PROJECT MANAGER(S): The person or persons assigned by the City to be the City's agent(s) or representative(s) at the Site. The City's authorized agent representing the City on all matters of the Contract. The Project Manager may authorize agents and representatives to act in carrying out the Project Manager's duties, including a "Construction Manager", to act under the authority of the Project Manager. As the City's agent, the Project Manager is the beneficiary of all Contract obligations of the Contractor to City, including without limitation, all releases and indemnities.
17. CHANGE ORDER: A written instrument prepared by the City and signed by the City and Contractor, stating their agreement upon all of the following:
 - a. a change in the Work,
 - b. the amount of the adjustment in the Contract Sum, if any, and
 - c. the amount of the adjustment in the Contract Time, if any.
18. CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements.
19. CONTRACT CONDITIONS: Conditions of the Contract define basic rights, responsibilities and relationships of the Contractor and City and consists of two parts: General Conditions and Supplementary Conditions.
 - a. General Conditions are general clauses which are common to the City Contracts.
 - b. Supplementary conditions modify or supplement General Conditions to meet specific requirements for this Contract.
20. CONTRACT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in Division 00 – General Conditions, Article 1, plus all changes, addenda and modifications thereto.
21. CONTRACT MODIFICATION: Either:
 - a. a written amendment to the Contract signed by the Contractor and City; or
 - b. a Change Order; or
 - c. a written directive for a minor change in the Work issued by the City.

22. **CONTRACT SUM:** The sum stated in the agreement and, including authorized adjustments, the total amount payable by the City to the Contractor for performance of the Work and the Contract Documents. The Contract Sum is also referred to as the Contract Price or the Contract Amount.
23. **CONTRACT TIMES or CONTRACT TIME:** The number or numbers of days or the dates stated in the agreement (i) to achieve Substantial Completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready for final payment and is accepted.
24. **CONSTRUCTION MANAGER:** A representative of the City with authority to act on behalf of the City, as specified by the City or Project Manager.
25. **CONTRACTOR:** The person or entity identified as such in the agreement and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "Contractor" means the Contractor or its authorized representative.
26. **CONTRACTOR'S EMPLOYEES:** Persons engaged in execution of Work under the Contract as direct employees of the Contractor, as subcontractors, or as employees of subcontractors.
27. **DATE OF SUBSTANTIAL COMPLETION:** Date of Substantial Completion of Work or designated portion thereof is date certified by the Project Manager when construction is sufficiently complete in accordance with the Contract Documents for the City to occupy Work or designated portion thereof and have beneficial use of it for the purposes intended.
28. **DAY:** One calendar day, unless the word "day" is specifically modified to the contrary.
29. **DEFECTIVE:** An adjective which, when modifying the word "Work", refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by the City). The Project Manager is the judge of whether Work is defective.
30. **DRAWINGS:** The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, Sections, details, schedules and diagrams.
31. **EQUAL:** Equal in opinion of the Project Manager. Burden of proof of equality is responsibility of the Contractor.
32. **EXPOSED:** Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
33. **FINAL ACCEPTANCE or FINAL COMPLETION:** The City's acceptance of the Work as satisfactorily completed in accordance with the Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. All Systems having been tested and accepted as having met requirements of the Contract Documents.
 - b. All required instructions and training sessions having been given by the Contractor.

- c. All as-built Drawings, operations and maintenance manuals, and other closeout submittals having been submitted by the Contractor, and reviewed and accepted by the City.
 - d. All punch list work, as directed by the City, having been completed by the Contractor.
 - e. All Work, except the Contractor maintenance after Final Acceptance, having been completed to satisfaction of the City.
 - f. See Section 01 29 00 – Payment Procedures, 1.9.D regarding Final Payment.
 - g. See Section 01 77 00 – Closeout Requirements.
34. FORCE ACCOUNT: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
35. FURNISH: Supply and deliver to the jobsite.
36. INDICATED: Shown or noted on the Drawings.
37. INSPECTOR: The person engaged by the City to inspect the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
38. INSTALL: Anchor, fasten, or connect in place and adjust for use; place or apply in proper position and location; establish in place for use or service.
39. LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.
40. MATERIAL OR MATERIALS: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with the Contract, except where a more limited meaning is indicated by context.
41. MILESTONE: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
42. MODIFICATION: Same as Contract Modification.
43. NOT IN CONTRACT: Work that is outside the scope of work to be performed by the Contractor under this Contract.
44. NOTICE OF AWARD: A written notice given by the City to lowest responsive, responsible Bidder advising that Bidder's Bid and other qualifying information is acceptable to the City, requiring the Bidder to fulfill the requirements of Article 4 of Division 00 – General Conditions.
45. NOTICE TO PROCEED: A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
46. OFF SITE: Outside geographical location of the project.

47. OWNER: City of Pittsburg, acting through its officers, employees, or its authorized agent.
48. PROGRESS REPORT: A periodic report submitted by the Contractor to the City with progress payment invoices accompanying actual work accomplished to the Program Schedule. See Section 01 32 16 – Construction Progress Schedule and Reports required in Division 00 – General Conditions.
49. PROJECT: Total construction of which Work performed under this Contract may be whole or part.
50. PROJECT MANUAL: The Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Technical Specifications, and Specifications.
51. PROVIDE: Furnish and install.
52. REQUESTS FOR INTERPRETATION ("RFI"): A document prepared by the Contractor requesting interpretation, information, and/or clarification regarding the project or Contract Documents.
53. SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
54. SHOP DRAWINGS: All Drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the work.
55. SITE/JOBSITE: The particular geographical location of Work performed pursuant to the Contract.
56. TECHNICAL SPECIFICATIONS: Divisions 01 through 34 – Technical Specifications, which states project-specific requirements.
57. SPECIFICATIONS: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services; and are contained in Divisions 01 through 48.
58. SPECIFIED: As written in Technical Specifications and Specifications.
59. SUBCONTRACTOR: A person or entity who has a direct Contract with the Contractor to perform a portion of the Work at the Site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a subcontractor or an authorized representative of the subcontractor. The term "subcontractor" does not include a separate Contractor or subcontractors of a separate Contractor.
60. SUBMITTALS: Shop Drawings, Samples, and other items specified in Section 01 33 00 – Submittal Procedures.

61. **SUBSTANTIAL COMPLETION:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Project Manager and Engineer and as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by written recommendation of the Project Manager and/or Engineer for final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. See Section 01 29 00 – Payment Procedures, 1.8.A.2 regarding Application for Payment of Substantial Completion and Section 01 77 00 – Closeout Requirements.
 62. **SUPPLEMENTAL INSTRUCTION:** A written work change directive to the Contractor from the Project Manager or Engineer, approved by the Project Manager, ordering alterations or modifications which do not result in change in Contract Sum or Contract Times, and do not substantially change Drawings, Technical Specifications, or Specifications.
 63. **UNDERGROUND FACILITIES:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: Electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
 64. **WORK:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including the Drawings, Technical Specifications, and Specifications. Wherever the word "work" is used, rather than the word "Work", it shall be understood to have its ordinary and customary meaning.
 65. **WORKING DAY.** A working day is defined as any day, except as follows:
 - a. Saturdays, Sundays, and legal holidays
 - b. Days on which the Contractor is prevented from performing work by inclement weather or conditions resulting therefrom.
- B. Wherever words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that direction, requirements, or permission of City or Project Manager is intended. Words "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary or proper in judgment of the City or Project Manager. Words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to, the City or Project Manager.
- C. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall" is used, the action to which it refers is mandatory. Where a colon (:) is used within sentences or phrases, the words "shall" or "shall be" are included by inference. Such imperative statements in the Specifications are directed to the Contractor, who has overall responsibility for the subcontractors.

Section 01 42 00 – References

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 42 13
ABBREVIATIONS

PART 1 – GENERAL

1.01 GENERAL

- A. Wherever in these Specifications references are made to the Standards, Specifications or other published data of the various national, regional, or local organizations, such organization may be referred to by their acronym or abbreviation only. As a guide to the use of these Specifications, the following acronyms or abbreviations which may appear in these Specifications shall have the meaning indicated herein.

1.02 ABBREVIATIONS AND ACRONYMS

- | | | |
|----|--------|---|
| A. | AASHTO | American Association of State Highway and Transportation Officials |
| B. | ACI | American Concrete Institute |
| C. | AGC | Associated General Contractors |
| D. | AI | The Asphalt Institute |
| E. | AIA | American Institute of Architects |
| F. | AISC | American Institute of Steel Construction |
| G. | AISI | American Iron and Steel Institute |
| H. | AITC | American Institute of Timber Construction |
| I. | ALSC | American Lumber Standard Committee |
| J. | ANSI | American National Standards Institute, Inc. |
| K. | APA | American Plywood Association |
| L. | APWA | American Public Works Association |
| M. | AREMA | The American Railway Engineering and Maintenance-of-Way Association |
| N. | ASCE | American Society of Civil Engineers |
| O. | ASLA | American Society of Landscape Architects |
| P. | ASME | American Society of Mechanical Engineers |
| Q. | ASSE | American Society of Sanitary Engineering |
| R. | ASTM | American Society for Testing and Materials |
| S. | AWPA | American Wood Preservers Association |

Section 01 42 13 – Abbreviations

T.	AWS	American Welding Society
U.	AWWA	American Water Works Association
V.	BAAQMD	Bay Area Air Quality Management District
W.	BASMAA	Bay Area Stormwater Management Agencies Association
X.	BBC	Basic Building Code, Building Officials and Code Administrators International
Y.	BFL	Bay Friendly Landscaping
Z.	CALOSHA	California Occupational Safety and Health Administration
AA.	CA MUTCD	California Manual on Uniform Traffic Control Devices
BB.	CALTRANS	State of California Department of Transportation
CC.	CASQA	California Stormwater Quality Association
DD.	CBC	California Building Code
EE.	CCR	California Code of Regulations
FF.	CFC	California Fire Code
GG.	CFR	Code of Federal Regulations
HH.	CLFMI	Chain Link Fence Manufacturer's Institute
II.	CPC	California Plumbing Code
JJ.	CPM	Critical Path Method
KK.	CRSI	Concrete Reinforcing Steel Institute
LL.	CVC	California Vehicle Code
MM.	DBE	Disadvantaged Business Enterprise
NN.	DDW	Division of Drinking Water
OO.	EIA	Electronic Industries Association
PP.	ICBO	International Conference of Building Officials
QQ.	ICC	International Code Conference
RR.	IEEE	Institute of Electrical and Electronics Engineers
SS.	ISO	International Organization for Standardization
TT.	ITE	Institute of Traffic Engineers
UU.	MSS	Manufacturers Standardization Society
VV.	NACE	National Association of Corrosion Engineers

Section 01 42 13 – Abbreviations

WW.	NBS	National Bureau of Standards
XX.	NEC	National Electrical Code
YY.	NEMA	National Electrical Manufacturer's Association
ZZ.	NFPA	National Fire Protection Association
AAA.	NORSOK	Norwegian Technology Standards Institution
BBB.	OSHA	Occupational Safety and Health Administration (Federal)
CCC.	PCA	Portland Cement Association
DDD.	PUC	Public Utilities Commission
EEE.	SCAQMD	South Coast Air Quality Management District
FFF.	SPIB	Southern Pine Inspection Bureau
GGG.	SSPC	Society for Protective Coatings
HHH.	SSPWC	Standard Specifications for Public Works Construction
III.	STA	Seal of Testing Assurance Program
JJJ.	UL	Underwriters Laboratories, Inc
KKK.	USCC	U S Composting Council
LLL.	WCLIB	West Coast Lumber Inspection Bureau
MMM.	WWPA	Western Wood Products Association
NNN.	WWPI	Western Wood Preservers Institute

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 43 00
QUALITY ASSURANCE

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance.
 - 1. Workmanship: Quality of work.
 - 2. Tolerances: Finished surfaces.
- B. References:
 - 1. General: Refer to Division 00 – General Conditions and Section 01 42 00 – References. Products or workmanship specified in the Project Manual by association, trade, or other consensus standards shall conform to the requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
 - 2. Contractual Relationship: The contractual duties and responsibilities of the parties of the Contract and those of the Project Manager shall not be altered from the requirements of the Contract Documents by any statement or inference in any reference document.
- C. Testing: Refer to Section 01 45 00 – Quality Control.

PART 2 – PRODUCTS

Refer to Section 01 60 00 – Product Requirements; assure a consistent quality of products furnished by suppliers and manufacturers as indicated throughout the Project Manual.

PART 3 – EXECUTION

3.01 PERFORMANCE

- A. Refer to Section 01 70 00 – Execution.
- B. Workmanship: Perform shop and field work with mechanics, craftspersons, artisans, and workers skilled and experienced in the fabrication and installation of work specified. Install and erect work plumb, level, square, and true, or true to indicated angle, and in proper alignment and relationship to other work. Finished work shall be free from defects and damage. Quality of work shall conform to the highest established standards and practices of the various trades required. The Project Manager reserves the right to reject materials and work quality which does not meet accepted standards. Repair or replace substandard material or work as directed, at no additional cost to the City.

3.02 INSTALLATION

- A. General: Conduct quality control in concert with suppliers, products, services, Site conditions, and workmanship, to produce work of specified quality.
- B. Manufacturer's Instructions:
 - 1. General: Follow manufacturer's instructions, including each step in progression of installation. If manufacturer's instructions conflict with Contract Documents, request clarification from the Project Manager before commencing Work.
 - 2. Installer: Manufacturer approved, as required in the technical sections of the Project Manual.
 - 3. Field Services: Coordinate with manufacturer of a product, system, or assembly which requires special knowledge and skill for proper application/installation of the product, system, or assembly to obtain field service, consultation and inspection as required for the application/installation work at no additional cost to the City.
- C. Reference Standards: Conform to specified standards as minimum quality for the Work except where more stringent codes or specified requirements indicate higher standards or more precise workmanship.
- D. Anchorage: Secure products in place with positive anchorage devices designed and sized to withstand stress, vibration, physical distortion, or disfigurement.
- E. Tolerances: Adjust products to appropriate dimensions; position before securing in place. Monitor and control tolerances of installed products to produce acceptable Work.

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by the Contractor, by independent agencies, and by governing authorities. They do not include Contract enforcement activities performed by the Owner.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
- E. Specified inspections, tests, and related actions do not limit the Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
- F. Requirements for the Contractor to provide quality-control services required by the Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.02 RESPONSIBILITIES

- A. Owner's Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, the Owner shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction.
- B. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.
- C. Where the Owner has engaged a testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless agreed to in writing by the Owner.
- D. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility. Refer to Division 00 – General Conditions, Section 7.8.
 - 1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility and will be at no cost to the Owner where required tests

performed on original construction indicated noncompliance with Contract Document requirements.

- E. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
 - 1. Provide access to the Work.
 - 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
 - 3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 - 4. Provide facilities for storage and curing of test samples.
 - 5. Deliver samples to testing laboratories.
 - 6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - 7. Provide security and protection of samples and test equipment at the Project Site.
- F. Duties of the Owner: The Owner will retain a qualified independent agency to perform inspections, sampling, and testing of materials and construction specified in individual Sections.
 - 1. Upon receipt of notice from the testing agency, the Owner will notify the Contractor promptly of irregularities or deficiencies identified in the testing Work performance.
 - 2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 - 3. The agency shall not perform any duties of the Contractor.

1.03 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Owner. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
 - 1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 - 2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.

- e. Names of individuals making the inspection or test.
- f. Designation of the Work and test method.
- g. Identification of product and Special Conditions/Specification Section.
- h. Complete inspection or test data.
- i. Test results and an interpretation of test results.
- j. Ambient conditions at the time of sample taking and testing.
- k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
- l. Name and signature of laboratory inspector.
- m. Recommendations on retesting.

1.04 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: The Owner will engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
 - 1. Each independent inspection and testing agency engaged on the project shall be authorized by (authorities having jurisdiction) to operate in the state where the project is located.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Section 01 70 00 – Execution.
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the project.

1.02 DEFINITIONS

- A. Products:
 - 1. General: Items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 2. Named Products: Items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
 - 3. Materials: Components shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
 - 4. Equipment: Product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.03 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. General: Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage at the Site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products at the Site in a manner that will facilitate inspection and measurement of quantity or counting of units.
6. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 – PRODUCTS

2.01 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 – Substitution Procedures.

PART 3 – EXECUTION

3.01 INSTALLATION OF PRODUCTS

- A. General: Refer to Section 01 70 00 – Execution.
- B. Product Handling: Assure that Work is manufactured and/or fabricated in ample time to not delay construction progress. Transport, handle, store and protect products in accordance with manufacturer's instructions.

END OF SECTION

SECTION 01 70 00

EXECUTION

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes requirements for field engineering, examination, preparation, execution, cleaning, and protecting installed construction.
- B. Field Engineering: Provide such field engineering services as are required for proper completion of the Work including, but not limited to the following:
 - 1. Establishing and maintaining lines and levels
 - 2. Structural design of shores, forms, and similar items provided by the Contractor as part of the means and methods of construction

1.02 QUALITY ASSURANCE

- A. Workers: Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and the methods needed for proper performance of the Work of this Section.

1.03 SUBMITTALS

- A. Comply with Section 01 33 00 – Submittal Procedures.
- B. Upon request of the Project Manager, submit the following:
 - 1. Engineering qualifications of persons proposed to be engaged for field engineering services
 - 2. Documentation verifying accuracy of field engineering Work
 - 3. Certification, signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance with requirements of the Contract Documents. Documentation shall require the surveyor's certification stamp.

1.04 REFERENCE POINTS

- A. In addition to the procedures directed by the Contractor for proper performance of the Contractor's responsibilities, do the following:
 - 1. Locate and protect control points before starting Work on the Site.
 - 2. Preserve permanent reference points during progress of the Work.
 - 3. Do not change or relocate reference points or items of the Work without specific approval from the Project Manager.
 - 4. Notify and advise the Project Manager within twenty-four (24) hours when a reference point is lost or destroyed or requires relocation because of other changes in the Work.

- a. Upon direction of the Project Manager, require the Field Engineer to replace reference stakes and/or markers.
- b. Locate such replacements according to the original survey control.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specifications Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to the manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying the next material or substance.
- C. Apply manufacturer-required or manufacturer-recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.03 EXECUTION

- A. Comply with the manufacturer's installation instructions, performing each step in sequence. Maintain one set of the manufacturer's installation instructions at the Project Site during installation and until completion of construction.
- B. When the manufacturer's installation instructions conflict with Contract Documents, request clarification from the Project Manager before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by the manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 1. Secure Work true to line and level and within specified tolerances, or, if not specified, industry-recognized tolerances.
 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.

3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual effect choices to the Project Manager for final decision.
- E. Allow for expansion of materials and/or movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with the entire project.
 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 2. Coordinate enclosure of Work with required inspections and tests to minimize the necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry-recognized standard mounting heights for the particular application indicated.
 1. Refer questionable mounting heights choices to the Project Manager for final decision.
 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through the remainder of the construction period. Lubricate operable components as recommended by the manufacturer.

3.04 CLEANING

- A. Maintain the Project Site, surrounding areas, and public properties free from accumulations of waste, debris, and rubbish caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces; leave the Project Site clean and ready for occupancy.
- C. Hazards Control:
 1. Conduct cleaning and disposal operation in accord with legal requirements.
 2. Do not burn or bury rubbish and waste materials on the Project Site.
 3. Do not dispose of volatile wastes in storm or sanitary drains.
 4. Store volatile wastes in covered metal containers and remove from the premises daily.
 5. Prevent accumulation of wastes that create hazardous conditions.
 6. Provide adequate ventilation during use of volatile or noxious substances. Ventilation shall be other than a ventilation system.
- D. Materials:
 1. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned.

2. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

E. During Construction:

1. Execute cleaning daily to ensure the Project Site, Owner's premises, and adjacent and public properties are maintained free from accumulations of waste materials and rubbish.
2. Wet down dry materials and rubbish to control dust.
3. At reasonable intervals during progress of Work, clean the Project Site and public properties and dispose of waste materials, debris, and rubbish.
4. Provide on the Project Site dump containers for collection of waste materials, debris, and rubbish. Waste containers shall not be used for construction waste.
5. Remove waste materials, debris, and rubbish from the Owner's premises and legally dispose of off the Owner's property.
6. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials.

3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specifications Sections.
- B. Provide temporary and removable protection for installed products. Control activity in the immediate Work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

END OF SECTION

SECTION 01 71 23
CONSTRUCTION SURVEYING

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes but is not limited to the following:
 - 1. Control Line Survey
 - 2. Construction Staking
 - 3. Quality Control Survey
 - 4. As-built GPS Survey
- B. All surveying work shall be performed under the responsible charge of a land surveyor licensed in the State of California.

1.02 REFERENCES

- A. Cal/OSHA – California Division of Occupation Safety and Health
- B. Underground Services Alert (USA)

1.03 SUBMITTALS

- A. Section 01 33 00 – Submittal Procedures

1.04 MEASUREMENT AND PAYMENT

- A. The Contract price paid for Construction Surveying shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in control line survey, survey monument referencing, pothole survey, construction staking, quality control survey and as-built GPS Surveys specified herein, and no additional compensation shall be made therefore.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 GENERAL

- A. All work shall be done in accordance with Chapter 12 of the Caltrans Surveys Manual, Division 00 – General Conditions, Section 7.17, the Special Conditions, the Contract Plans, and as directed by the Engineer.
- B. The Contractor shall provide all the project construction surveying and all costs related to establishing a control line, pothole surveying, construction staking, documenting all changes

to plans, providing quality control surveying, performing an as-built survey and submitting AutoCAD files of the as-built information. All construction surveying shall be performed under the direction of a Professional Land Surveyor licensed in the State of California. The Contractor shall be responsible for all land surveying and shall be responsible for replacing control points or survey monuments lost or damaged during the course of construction

3.02 CONTROL LINE SURVEY

- A. Prior to any construction surveying contractor will allow for field surveying and office surveying to check the field control shown on the Drawings, and to set construction control points. This survey will be a stand-alone move-in specifically to verify control points. Work includes: collect CAD files from the City, submit signed CAD release forms, go to field and tie-in control points, compare the x,y,z of the field data with the x,y,z on the CAD files, establish additional new field control points for construction, and submit CAD file of the existing and new control analysis to engineer for review. All project construction surveying shall be based on this established control line.

3.03 CONSTRUCTION STAKING

- A. The Contractor shall submit AutoCAD files to the engineer three (3) working days prior to any staking operation. AutoCAD files will show the calculated survey points with CAD elevations and CAD descriptions as part of the calculated topographic shots. Cut sheets in-lieu of this requirement will not be accepted. CAD points must include the elevations in CAD.
- B. Construction staking shall be defined as: "Markings set in the field by a CA Licensed Land Surveyor, prior to construction, with horizontal coordinates and vertical dimensions to the items identified below. All field markings shall be completed under the direction of Land Surveyor licensed by the State of California." The Contractor shall be responsible for replacing established survey points lost or damaged during the course of construction.
- C. The list below includes some but not limited to items to be surveyed/staked.
 - 1. Curb/Curb and Gutter – Top of curb, flow line and lip of gutter at begin of curve, end of curve, every twenty-five feet (25') and at all changes in direction
 - 2. Flushed concrete curb at begin of curve, end of curve, every 25' and at all changes in direction
 - 3. Concrete pavers borders
 - 4. Concrete paving parking
 - 5. Concrete paving intersection
 - 6. Curb ramps (beginning, end, mid-point, back corners)
 - 7. Truncated dome pavers
 - 8. Concrete expansion joints
 - 9. Trees
 - 10. Irrigation meter and boxes
 - 11. Traffic signal poles and boxes

12. Storm drainage inlets and other drainage structures
13. Trench drains
14. Curb drains
15. Storm drainage piping inverts every 25' and at all changes in direction
16. Storm drainage manhole inverts
17. Sanitary sewer piping inverts every 25' and at all changes in direction
18. Sanitary sewer manhole inverts
19. Sanitary sewer cleanout
20. Sanitary sewer laterals
21. Water main piping inverts every 25' and at all changes in direction
22. Water main offsets
23. Water valves
24. Air release valves
25. Blow off
26. Water meters
27. Fire hydrants
28. Joint trench every 25' and at all changes in direction
29. Utility vaults
30. Street light pull boxes
31. Pedestrian lighting
32. Street lighting
33. Edges of bands a planter curbs
34. Concrete band
35. Corners of concrete at AC paving limits
36. Bottom and top of concrete speed table slopes
37. Parking strip ticks (one stake each)
38. Parking meter (one stake each)
39. Handicap parking (8 stakes)
40. Bench
41. News rack and corral (3 stakes each)
42. Midblock arbor, park road arbor (12 stakes each)

43. Bike rack
44. Trash receptacle
45. Fixed bollard, retractable bollard
46. Downspout storm lateral connection – staking calculations to be adjusted based on field verified building drain locations exposed during demolition
47. Other staking requirements as described in the Technical Specifications

3.04 QUALITY CONTROL SURVEY

- A. These survey verifications shall occur one (1) working days prior to pouring concrete. Submit AutoCAD file of the quality control survey to the Engineer one (1) working day prior to pouring concrete curbs and foundations. AutoCAD survey files will show the topographic survey points with elevations and descriptions. Descriptions and elevations will be on the CAD points and not on a separate cut sheet. The Contractor will replace any curbs, street lights and pole foundations not checked prior to pouring concrete.
- B. No concrete shall be poured until each quality control survey item described below has been approved by the Engineer, based on survey CAD file provided by contractor's surveyor. Prior to pouring concrete or proceeding beyond subgrade.
- C. Listed below are the project elements which require quality control survey and CAD submittal reviews prior to concrete pouring.
 1. Curbs and Curb and Gutter: After the curb forms are set, the contractor's licensed land surveyor shall survey the top of curb form every 25' and at key conforms.
 2. Subgrade for Street Paving: Field survey and certify the top of aggregate base design grades every 50 feet along the centerline of each lane or on corners of a 12 foot by 50 foot grid in a parking lot for projects greater than or equal to 5,000 square feet of asphalt concrete. Submit certification signed by a Licensed Land Surveyor.

3.05 AS-BUILT SURVEY

- A. After the trench excavation and pipe installation, the Contractor's licensed land surveyor shall perform a topographic survey of the top of pipes for the utility lines and invert of pipe for all gravity pipes every 25', and at all changes in direction both horizontal and vertical, water valves, tees, water services, fire hydrants and at all manhole. This survey verification shall occur three (3) days prior to backfilling trench. AutoCAD files will show the calculated survey points with elevations and descriptions.
- B. The Contractor shall be responsible for documenting all changes to the plans. The Contractor/Developer shall provide the as-built survey in .dwg file (tied to NAD83 California State Planes, Zone III) format in AutoCAD 2017 or later version electronically and stored in a USB flash drive. The Contractor/Developer shall deliver one full set (22x34) of hard copy certified by the License Land Surveyor.
- C. A CAD Drawing and coordinates data sheet shall be submitted to the Project Manager for approval. This task must be performed by a registered professional land surveyor licensed in the State of California. Data shall be tied to NAD83 California State Planes, Zone III, US Foot. The elevations shall be based on NAVD88 datum. This survey shall be delivered to

the City's Engineer of Record. This survey shall be used for final as-built record Drawings and calculations of the final quantity.

- D. The topographic survey for the as-built information shall be performed by a Professional Land Surveyor licensed in the State of California. After the trench excavation, pipe installation and approval from the Inspector, the Contractor's licensed Land Surveyor shall perform a topographic/As-Built survey of all items described above in Submittals. Surveying will be of the actual pipe, conduit and/or finished facility. The As-Built survey shall indicate the actual pipe material installed.

3.06 AS-BUILT GPS SURVEY

- A. The Contractor shall be responsible for the GPS "As-Built" Survey, following the completion of construction, for the location and depth of installed underground utility lines, coordinates of manholes, manhole rim elevations, manhole invert elevations, manhole depths, utility boxes, manhole covers and similar appurtenances. A CAD Drawing and coordinates data sheet shall be submitted to the Project Manager for approval. This task must be performed by a registered professional land surveyor licensed in the State of California. Data shall be tied to California State Plan Coordinate System.

END OF SECTION

SECTION 01 77 00
CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes Contract closeout procedures including the following:
 - 1. Removal of temporary construction facilities
 - 2. Substantial Completion
 - 3. Final completion
 - 4. Final cleaning
 - 5. Miscellaneous Project Record Submittals
 - 6. Release of claims

1.02 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified conditions.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following, and list exceptions in the request:
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show one-hundred percent (100%) completion for the portion of the Work claimed as substantially complete.
 - 2. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 3. If one-hundred percent (100%) completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
- B. Advise the Project Manager of pending insurance changeover requirements.
- C. Submit warranty bonds, final certifications, and similar documents.
- D. Obtain and submit releases enabling the City unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

- E. Submit record Drawings in PDF or hard copies in addition to CAD files, maintenance manuals, final project photographs, damage or settlement surveys, and similar final record information.
- F. Deliver tools, spare parts, extra stock, and similar items.
- G. Make final changeover of permanent locks and transmit keys to the City. Advise the City's personnel of changeover in security provisions.
- H. Discontinue and remove temporary facilities from the Site, along with mockups, construction tools, and similar elements.
- I. Complete final cleanup requirements.
- J. Touch up and otherwise repair and restore marred, exposed finishes.
- K. Inspection Procedures: On receipt of a request for inspection, the Project Manager will either proceed with inspection or advise the Contractor of unfilled requirements. The Project Manager will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
- L. The Project Manager will repeat inspection when requested and assured that the Work is substantially complete.
- M. Results of the completed inspection will form the basis of requirements for Final Acceptance.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for certification of Final Acceptance and final payment, complete the following, and list exceptions in the request:
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - 3. Submit a certified copy of the Project Manager's final inspection list of items to be completed or corrected, endorsed and dated by the Project Manager. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Project Manager.
 - 4. Submit consent of surety to final payment.
 - 5. Submit a final liquidated damages settlement statement.
 - 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: The Project Manager will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed,

except for items for which completion is delayed under circumstances acceptable to the Project Manager.

1. Upon completion of reinspection, the Project Manager will prepare a certificate of Final Acceptance. If the Work is incomplete, the Project Manager will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.
2. If necessary, reinspection will be repeated.

1.05 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances.
- C. Employ skilled workers for final cleaning.
- D. Clean the Site; mechanically sweep paved areas.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.06 MISCELLANEOUS PROJECT RECORD SUBMITTALS

- A. Refer to Technical Specifications or other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Project Manager for the City's records.

1.07 RELEASE OF CLAIMS

- A. The Contract will not be closed out and final payment will not be made, subject to provisions of Section 7100 of California Public Contract Code, until all pertinent aspects of Division 00 – General Conditions regarding undisputed/settled amounts are completed per requirements elsewhere in the Technical Specifications and executed by the Contractor and the City.
- B. The Contractor shall submit the following Agreement and Release of Any and All Claims Form.

END OF SECTION

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes contract closeout submittals including the following:
 - 1. Project record documents
 - 2. Project guarantee
 - 3. Warranties

1.02 PROJECT RECORD DOCUMENTS

- A. Project Record Documents required include the following:
 - 1. Marked-up copies of Contract Drawings
 - 2. Marked-up copies of Shop Drawings
 - 3. Project Record Drawings
 - 4. Marked-up copies of Technical Specifications, Specifications, Addenda, and Change Orders
 - 5. Marked-up Project Data submittals
 - 6. Record Samples
 - 7. Field records for variable and concealed conditions
 - 8. Record information on Work that is recorded only schematically
 - 9. GPS As-built Survey
 - 10. Warranty Bonds
- B. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 48 (when provided).
- C. General Project closeout requirements are included in Section 01 77 00 – Closeout Requirements.
- D. Maintenance of Documents and Samples:
 - 1. Store Project Record Documents and samples in the field office apart from Contract Documents used for construction.
 - 2. Do not permit Project Record Documents to be used for construction purposes.
 - 3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.

4. Make documents and samples available at all times for inspection by the Architect and Project Manager.
- E. The City will provide one set of reproducibles and one set of the construction Drawing prints and one project manual for the Contractor's use and copying during construction.
- F. Mark-up Procedure: During the construction period, maintain a set of Contract Drawings and Shop Drawings for Project Record Document purposes.
 1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to the following:
 - a. Dimensional changes to the Drawings
 - b. Revisions to details shown on the Drawings
 - c. Depths of foundations below the first floor
 - d. Locations and depths of underground utilities
 - e. Revisions to routing of piping and conduits
 - f. Revisions to electrical circuitry
 - g. Actual equipment locations
 - h. Duct size and routing
 - i. Locations of concealed internal utilities
 - j. Changes made by Change Order
 - k. Details not on original Contract Drawings
 2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
 3. Mark Project Record Drawing sets with red ink; use other colors to distinguish between changes for different categories of the Work at the same location.
 4. Mark important additional information which was either shown schematically or omitted from original Drawings.
 5. Note construction change directive numbers; alternate numbers; Change Order numbers and similar identification.
 6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
 - a. Accurately record information in an understandable and legible drawing technique.
 - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

- G. Preparation of Transparencies: Prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with the Project Manager. When authorized, prepare a full set of correct reproducible of Contract Drawings and Shop Drawings.
1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each Drawing.
 2. Refer instances of uncertainty to the Project Manager for resolution.
 3. Review of Reproducible: Before copying and distributing, submit corrected reproducible and the original marked-up prints to the Project Manager for review. When acceptable, the Project Manager will initial and date each transparency, indicating acceptance of general scope of changes and additional information recorded, and of the quality of drafting.
 - a. Reproducibles and the original marked-up prints will be returned to the Contractor for organizing into sets, printing, binding, and final submittal.
 4. Copies and Distribution: After completing the preparation of reproducible Project Record Drawings, print one hard copy and a PDF of each Drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets.
 - a. Organize and bind original marked-up set of prints that were maintained during the construction period in the same manner.
 - b. Organize Project Record Drawings reproducible into sets matching the print sets. Place these sets in durable tube-type drawing containers with end caps.
- H. Distribution of Marked-Up Drawings and Transparencies: Submit the marked-up Project Record Drawings sets, reproducible, and one copy to the Project Manager for the City's records.
- I. Project Record Technical Specifications and Specifications:
1. During the construction period, maintain one copy of the Project Manual, including addenda and modifications issued, for Project Record Document purposes.
 2. Mark the Project Record Manual to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installation that would be difficult to identify or measure and record later.
 - a. In each Technical Specifications and Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
 - b. Record the name of the manufacturer, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.

- c. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
 3. Upon completion of mark-up, submit the Project Record Manual to the Project Manager for the City's records.
- J. Project Record Product Data:
 1. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
 - a. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
 - b. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - c. Note related Change Orders and mark-ups of Project Record Drawings, where applicable.
 - d. Upon completion of mark-up, submit a complete set of Project Record Product Data to the Project Manager for the City's records.
 - e. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
- K. Material, Equipment and Finish Data:
 1. Provide data for primary materials, equipment and finishes as required under each Technical Specifications/Specification Section.
 2. Submit one set prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers and a PDF; provide typewritten table of contents for each volume.
 3. Arrange by Technical Specifications/Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List the following:
 - a. Trade names
 - b. Model or type numbers
 - c. Assembly diagrams
 - d. Operating instructions
 - e. Cleaning instructions
 - f. Maintenance instructions
 - g. Recommended spare parts

h. Product data

L. Miscellaneous Project Record Submittals:

1. Refer to other Technical Specifications/Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Project Manager for the City's records. Field records documenting elevations and locations of completed improvements shall require Contractor-retained State of California Licensed surveyor's certification stamp. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:
 - a. Field records on excavations and foundations
 - b. Field records on underground construction and similar work
 - c. Survey showing locations and elevations of underground lines
 - d. Invert elevations of drainage piping
 - e. Surveys establishing building lines and levels
 - f. Authorized measurements utilizing unit prices or allowances
 - g. Records of plant treatment
 - h. Ambient and substrate condition tests
 - i. Certifications received in lieu of labels on bulk products
 - j. Batch mixing and bulk delivery records
 - k. Testing and qualification of tradespersons
 - l. Documented qualification of installation firms
 - m. Load and performance testing
 - n. Inspections and certifications by governing authorities
 - o. Leakage and water-penetration tests
 - p. Fire resistance and flame spread test results
 - q. Final inspection and correction procedures

M. Periodic Review:

1. Make additions to the Project Record Documents as they occur.
2. Make the Project Record Documents available to the Project Manager for periodic review. The Project Manager's review of the current status of the Project Record Documents is a requisite to approval of requests for progress payment.
3. Prior to submitting each request for progress payment, secure the Project Manager's approval of the current status of the Project Record Documents.

4. Prior to submitting request for final Payment, submit the final Project Record Documents to the Project Manager for approval.

N. Submittal: At the completion of the project, deliver record documents to the Project Manager.

1.03 PROJECT GUARANTEE

- A. Requirements for the Contractor's guarantee of completed Work are included in Division 00 – General Conditions. The Contractor shall guarantee Work done under the Contract against failures, leaks or breaks or other unsatisfactory conditions due to defective equipment, materials or workmanship, and perform repair work or replacement required, at the Contractor's sole expense, for period of one year, unless otherwise subject to any special warranty periods of longer duration, from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by the City shall constitute acceptance of Work not done in accordance with the Contract Documents nor relieve the Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. The City may make repairs to defective Work as set forth in Paragraph 10.C.3 of Division 00 – General Conditions, if, within five (5) working days after mailing of written notice of defective work to the Contractor or authorized agent, the Contractor shall neglect to make or undertake repair with due diligence; provided, however, that in case of leak or emergency where, in opinion of the City, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay cost thereof.
- D. If, after installation, operation or use of materials or equipment to be furnished under the Contract proves to be unsatisfactory to the Project Manager, the City shall have the right to operate and use materials or equipment until it can, without damage to the City, be taken out of service for correction or replacement. The period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Section shall be construed to limit, relieve or release the Contractor's, subcontractors' and equipment suppliers' liability to the City for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees or subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by the City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.04 WARRANTIES

- A. Execute the Contractor's submittals and assemble warranty documents executed or supplied by subcontractors, suppliers, and manufacturers.
 1. Provide table of contents and assemble in 8-1/2 inches by 11 inches three-ring binder with durable plastic cover.
 2. Assemble in Technical Specifications/Specification Section order.

3. Submit material prior to final application for payment.
 4. For equipment put into use with the City's permission during construction, submit within ten (10) working days after first operation.
 5. For items of Work delayed materially beyond the Date of Substantial Completion, provide updated submittal within ten (10) working days after acceptance, listing date of acceptance as start of warranty period.
 6. Warranties are intended to protect the City against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.
 7. Limitations: Warranties are not intended to cover failures that result from the following:
 - a. Unusual or abnormal phenomena of the elements
 - b. Vandalism after substantial completion
 - c. Insurrection or acts of aggression including war.
- B. Related Damages and Losses: Remove and replace Work that is damaged as result of defective Work, or that must be removed and replaced to provide access for correction of warranted Work.
- C. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than ninety (90) days after corrected Work was done, whichever is later.
- D. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- E. Warranty Forms: Submit drafts to the Project Manager for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of the Contract Documents.
- F. Warranty shall be countersigned by manufacturers.
- G. Where specified, warranty shall be countersigned by subcontractors and installers.
- H. Rejection of Warranties: The City reserves the right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of the Contract Documents.
- I. Term of Warranties: For materials, equipment, systems and workmanship warranty period shall be one-year minimum from date of final completion of entire Work except where:
 1. Detailed specifications for certain materials, equipment or systems require longer warranty periods
 2. Materials, equipment or systems are put into beneficial use of the City prior to Final Completion as agreed to in writing by the Project Manager
- J. Warranty of Title: No material, supplies, or equipment for Work under the Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all work to deliver premises, together

with improvements and appurtenances constructed or placed thereon by the Contractor, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by the Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this Paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by the Contractor for their protection or any rights under law permitting persons to look to funds due to the Contractor in hands of the City.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 – GENERAL

1.01 SUMMARY

- A. The work of this Section consists, in general, of furnishing all labor, materials, equipment, tools, and incidentals required to demolish or salvage existing improvements as indicated in the plans, including salvage of specified items, transportation, and disposal; furnishing all permits; and paying all fees; as indicated in the plans, as specified, and as directed by the City.

1.02 RELATED SECTIONS

- A. Plans and general provisions of the contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.03 REFERENCES

- A. General
 - 1. The Contractor shall comply with the provisions of all local, state, and federal codes, Specifications, standards, and recommended practices.
 - 2. The publications listed below form a part of this Specification to the extent referenced.
 - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.
- B. California Building Standards Commission:
 - 1. California Green Building Standards Code (CALGreen), 2022
 - 2. California Building Code, 2022
- C. California Stormwater Quality Association (CASQA) Construction BMP Handbook
- D. Code of Federal Regulations (CFR):
 - 1. 29 CFR 1926, United States Occupational Safety and Health Standards
- E. 2021 Standard Specifications for Public Works Construction (SSPWC)

1.04 SUBMITTALS

- A. The Contractor shall submit all submittals for the City's review in accordance with the requirements of Article 2 – Roles and Responsibilities.
- B. Waste Hauler: The Contractor shall submit a qualifications package for each proposed waste hauler to be used by the Contractor, per the requirements of this Section, which shall include

the legal name, address, and contact information for the proposed waste hauler. Waste hauler shall be on the County of Contra Costa Authorized Commercial Franchise Waste Haulers List. Non-listed haulers shall not be permitted.

- C. Hauling Load Tickets: The Contractor shall submit daily load tickets, with respective certified tare weights from a licensed California Weighmaster, for all corresponding loads hauled to or from the Site.
- D. Disposal/Recycling Facilities: The Contractor shall submit a qualifications package for each proposed disposal and/or recycling facility to be used by the Contractor, per the requirements of this section, which shall include the following:
 - 1. Legal name, address, and contact information for the proposed off-Site facility or facilities to be used by the Contractor for disposal/recycling of Waste.
 - 2. Current regulatory permits, licenses, and certifications demonstrating the regulatory status of the proposed facility or facilities to receive Waste for the specific Waste characterization(s) identified in this Section.
 - 3. Statement from each proposed facility that it is fully licensed and permitted and not subject to regulatory investigation or undergoing review for renewal of its license.
- E. Disposal Manifests
 - 1. The Contractor shall submit completed sample manifest(s) for final disposition of Waste at an off-Site disposal facility or facilities selected by the Contractor.
 - 2. The Contractor shall submit manifests to the City's Project Manager per the requirements of this section for signature and record.
 - 3. The Contractor shall provide procedures for managing manifests.
- F. The Contractor shall submit a proposed schedule and methods for the demolition work. The Contractor shall submit information on the following:
 - 1. Equipment to be used
 - 2. Methods of removal and staging
 - 3. Environmental measures planned to mitigate turbidity and prevent contamination of groundwater, rock slopes during transport of material, and/or bay waters during the course of the Work.
 - 4. Maintenance, fueling, trucking, barging, and disposal routes and sites.
 - 5. Anticipated governmental agency coordination and permits.
 - 6. The Contractor must obtain the appropriate approvals and pay for the appropriate fees to transport and deposit waste materials to the approved disposal site.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 GENERAL

- A. The Contractor shall not begin demolition until the City has reviewed and accepted the Contractor's proposed schedule and methods of performing the demolition work.
- B. The Contractor shall obtain and verify measurements for modification work and shall establish exact layouts, locations, lines, and elevations of the work in relation to existing conditions.
- C. Removal work shall be performed in accordance with applicable requirements of authorities having jurisdiction and under the City's inspection. The Contractor shall have, at the Site, copies of applicable extracts of 29 CFR 1926, United States Occupational Safety and Health Standards. The Contractor shall comply with provisions of these and other applicable laws, ordinances, and regulations.
- D. Use of explosives of any kind is prohibited.
- E. Dust resulting from demolition and removal work shall be controlled to prevent the spread of dust and to avoid creation of a nuisance in the surrounding area.
- F. The Contractor shall not interfere with the use of or access to adjacent facilities.

3.02 EQUIPMENT

- A. The Contractor shall protect all electrical and utilities where removal of existing materials is necessary to accomplish the work. The Contractor shall provide all necessary labor and material to build barricades and temporary services or connections for electrical and plumbing utilities.
- B. The Contractor shall protect from damage existing utility lines that are made known to the Contractor prior to demolition work. The Contractor shall initiate an Underground Service Alert ("811 Alert") survey to identify all existing utilities. The Contractor shall repair damaged utility lines caused by the Contractor as directed by the City at no additional cost to the City.
- C. The Contractor shall immediately advise the City if utilities that are not shown on the plans are encountered during demolition operations. The unknown utilities shall not be disturbed until specific instructions are received from the City.
- D. Where the public safety is endangered in the area of removal work, barricades for traffic shall be used and advance notice shall be given to the City prior to beginning any such work.

3.03 DEMOLITION, SALVAGE, AND DISPOSAL

- A. Existing structures that are indicated in the plans to be removed shall be completely removed in accordance with the provisions of SSPWC Section 300-1.3 – Removal and Disposal of Materials.
- B. Items obstructing the new construction shall be carefully removed. Items designated as being salvageable in the Contract Documents shall be turned over to the City. The Contractor shall transport and store salvageable items on the premises as directed by the

City. Items that are not designated to be salvaged shall be immediately disposed of off Site in a lawful manner.

C. Demolition of Existing Pier:

1. Remove top and bottom members of the guardrail between bents 9 and 10.
2. The Contractor shall take care to remove all improvements, including, but not limited to, railings, decking, timber, and rocks.

D. The Contractor shall perform the demolition required for joining and tying in new work to existing work. Items removed temporarily for the convenience of the Contractor shall be replaced to the satisfaction of the City.

1. Existing utilities to remain in place shall be adequately supported, protected, and maintained until the work is complete.
2. Features or items that are damaged by the Contractor during the course of the work shall be repaired and restored to a state equal or superior to that which existed before beginning the work, as judged by the City.

E. Disposal of Materials:

1. Disposal of construction and demolition debris shall be performed in accordance with the requirements of City's construction and demolition debris management requirements.
2. Approvals
 - a. Prepare and submit to the City a completed Construction and Demolition Debris Waste Diversion Plan prior to commencement of construction.
 - b. The Contractor shall receive approval from the City prior to performing any demolition or construction work at the Site.
 - c. Prepare and submit to the City a completed Construction and Demolition Debris Waste Diversion Report within 30 days of completion of construction.
3. Unless otherwise noted, all material and debris that has been removed or demolished shall be immediately disposed of off Site in a lawful manner. While being handled and loaded, material and debris shall be moistened with water to settle dust. Material and debris shall be transported in a manner that shall prevent spillage onto existing streets or adjacent areas.
4. In accordance with the 2022 California Green Building Standards Code (CALGreen) Section 5.408, a minimum of 65% of nonhazardous demolition and construction waste shall be diverted for reuse or recycling. Materials eligible for recycling include asphalt concrete, Portland cement concrete, untreated wood, metalwork, plastics, wires and cables, brick, gravel, sand, and plant materials. The Contractor is encouraged to recycle dock float materials, The Contractor shall submit, for approval, a plan or statement designating where the various waste materials are being recycled or disposed of. The plan shall also include designated haul routes for said materials. The Contractor shall provide to the Contracting Officer weigh tickets or other evidence that the material to be recycled has been disposed of at a recycling facility.

- a. Treated wood waste (TWW) shall be properly disposed at a landfill facility certified to accept TWW material.
- b. Burning of material on the Site shall not be permitted.
- c. The Contractor shall not offer salvaged items for view or sale on the City's property. The City does not guarantee the condition or value of salvageable materials.
- d. The Contractor shall strictly comply with all applicable federal, state, and local regulations regarding handling and disposal.

F. Clean Up

1. Upon completion of demolition work, the premises shall be left neat, clean, and in a condition to receive subsequent work.

END OF SECTION

SECTION 05 50 00
METAL FABRICATIONS

PART 1 – GENERAL

1.01 SUMMARY

- A. The work of this Section consists, in general, of furnishing all labor, materials, equipment, tools, transportation, and incidentals required to fabricate and install all miscellaneous iron, steel, stainless steel, aluminum, and other nonferrous metals, as indicated in the plans, as specified, and as directed by the City.

1.02 RELATED SECTIONS

- A. Plans and general provisions of the contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.03 REFERENCES

- A. General:
 - 1. The Contractor shall comply with the provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
 - 2. The publications listed below form a part of this Specification to the extent referenced.
 - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.
- B. American Institute of Steel Construction (AISC):
 - 1. AISC 303, Code of Standard Practice for Steel Buildings and Bridges (AISC Manual of Steel Construction)
 - 2. AISC 325, Steel Construction Manual
 - 3. AISC 326, Detailing for Steel Construction
- C. American Iron and Steel Institute (AISI):
 - 1. AISI C1018, Steel, Cold Drawn, High Temperature, Stress Relieved
 - 2. AISI C1030, Steel, Hot-Rolled
 - 3. AISI C1035, Steel, Cold Drawn, Low Temperature, Stress Relieved
- D. American National Standards Institute (ANSI):
 - 1. ANSI B18.6.1, Wood Screws (Inch Series)
 - 2. ANSI B18.6.3, Machine Screws and Machine Screw Nuts
 - 3. ANSI B18.22.1, Plain Washers

4. ANSI/NFSI B101, Safety Requirements for Slip, Trip and Fall Prevention
- E. ASME International (ASME):
1. ASME B18.2.1, Square and Hex Bolts and Screws (Inch Series)
 2. ASME B18.2.2, Nuts for General Applications: Machine Screw Nuts, Square, Hex Flange, and Coupling Nuts (Inch Series)
 3. ASME B18.6.2, Slotted Head Cap Screws, Square Head Set Screws, and Slotted Headless Set Screws (Inch Series)
 4. ASME B18.6.3, Machine Screws, Tapping Screws, and Machine Drive Screws (Inch Series)
 5. ASME B18.21.1, Lock Washers (Inch Series)
 6. ASME B18.22.1, Plain Washers (Inch Series)
 7. ASME B46.1, Surface Texture, Surface Roughness, Waviness, and Lay
- F. ASTM International (ASTM):
1. ASTM A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
 2. ASTM A449, Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use
 3. ASTM A563, Standard Specification for Carbon and Alloy Steel Nuts
 4. ASTM A653, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
 5. ASTM A780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
 6. ASTM F436, Standard Specification for Hardened Steel Washers
 7. ASTM F593, Standard Specification for Stainless-Steel Bolts, Hex Cap Screws, and Studs
 8. ASTM F594, Standard Specification for Stainless-Steel Nuts
 9. ASTM F959, Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners
 10. ASTM F844, Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use
 11. ASTM F1554, Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

12. ASTM F3125, Standard Specification for High-Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1,040 MPa Minimum Tensile Strength
- G. Code of Federal Regulations (CFR):
 1. 29 CFR 1926, United States Occupational Safety and Health Standards
- H. California Building Standards Commission:
 1. 2019 California Building Code
- I. Nickel Development Institute (NiDI):
 1. NiDI No. 9014, Design Guidelines for the Selection and Use of Stainless Steel
- J. Society for Protective Coatings (SSPC):
 1. SSPC-SP 3, Power Tool Cleaning
 2. SSPC-SP 6, Commercial Blast Cleaning
- K. Bay Area Air Quality Management District (BAAQMD):
 1. BAAQMD Rule 19, Surface Preparation and Coating of Miscellaneous Metal Parts and Products
- L. Specialty Steel Industry of North America (SSINA):
 1. SSINA, Designer Handbook of Stainless-Steel Fabrication
- M. 2021 Standard Specifications for Public Works Construction (SSPWC)

1.04 SUBMITTALS

- A. The Contractor shall submit all submittals for the Contracting Officer's review in accordance with the requirements of 01 33 00 – Submittal Procedures.
- B. Shop Drawings
- C. Anchors, washers, bolts, nuts, and fasteners
- D. Submit fabrication Drawings showing layout(s), connections to structural system, and anchoring details.
- E. Submit templates, erection and installation drawings indicating thickness, type, grade, class of metal, and dimensions. Show construction details, reinforcement, anchorage, and installation.
- F. Certification of approved fabrication facility by ICC/IAS.

1.05 QUALITY ASSURANCE

- A. The work shall conform to the requirements of Section 01 43 00 – Quality Assurance.

- B. The Contractor shall engage a qualified third-party inspection and testing agency for all inspections and tests required in the plans and this Section. The Contractor's third-party inspection and testing agency shall provide a deputy inspector in accordance with the requirements of Section 01 45 00 – Quality Control.

1.06 DELIVERY, HANDLING, AND STORAGE

- A. Deliver, handle, and store materials and equipment in accordance with the requirements of Section 01 60 00 – Product Requirements.
- B. Remove all marks made during fabrication and erection on metal exposed to view.
- C. Protect metal materials from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil, grease, and other bond breaking coatings and from exposure to weather. Remove and replace damaged items with new items.

PART 2 – PRODUCTS

2.01 FASTENERS

- A. Common Grade Bolts:
 - 1. Carbon steel bolts shall conform to ASTM A307, Grade A. The bolt heads and the nuts of the supplied fasteners shall be marked with the manufacturer's mark, the strength grade, and the type specified by ASTM specifications.
 - 2. Stainless-steel bolts shall conform to ASTM F593, Type 316 or 316L, unless noted otherwise on the plans. Only stainless-steel anchor bolts shall be permitted when anchoring into concrete.
 - 3. Carbon steel bolts shall be galvanized to meet the requirements of ASTM A153, Class C, unless noted otherwise.
 - 4. Nuts shall be the same alloy group as the respective bolt. Nuts shall conform to ASTM A563, Grade A, heavy hex style.
 - 5. Stainless-steel nuts shall conform to ASTM F594, Type 316 or 316L.
 - 6. Washers shall be flat circular, rectangular, or square beveled washers and shall conform to ASTM F436 or ASTM F844. Washer finish shall match nut.

2.02 OTHER FABRICATION MATERIALS

- A. All other materials not specifically described but required for a complete and proper installation, shall be new, free from rust, best quality of their respective kinds, and subject to the review and acceptance of the City.

PART 3 – EXECUTION

3.01 PREPARATORY REVIEW

- A. Inspection:

1. Prior to all work of this section, carefully inspect the installed work of all other trades affecting this work and verify that all such work is complete to the point where this installation may properly commence.

B. Discrepancies:

1. In the event of a discrepancy, do not proceed with fabrication or installation until resolved by the City.

3.02 STORAGE

- A. Material shall be stored out of contact with the ground in such a manner and location as will minimize deterioration.

3.03 STEEL COATINGS

- A. Application of coatings at the shop and in the field shall be in accordance with the requirements of this section.
- B. Galvanized Steel Repairs:
 1. Galvanized surfaces that are abraded or damaged at any time after the application of the zinc coating shall be repaired by thoroughly wire brushing the damaged areas and removing loose and cracked coating, after which the cleaned areas shall be painted with two applications of unthinned zinc-rich primer conforming to the requirements of ASTM A780.
 2. Coating thickness shall be a minimum of 3.0 mils in dry film thickness.
 3. Aerosol cans shall not be used.
 4. Do not heat surfaces to which repair paint has been applied.

3.04 ERECTION

- A. Erect and install all miscellaneous metal items in strict accordance with the plans, the reviewed and accepted shop drawings, manufacturer instructions, and the reference standards, aligning straight, plumb, and level within a tolerance of 1-in-200.

3.05 ANCHORAGE, FASTENINGS, AND CONNECTIONS

- A. Bolts shall be coated with a marine-grade, anti-seize lubricant by Loctite, Bostik Never-Seez, or equal.

3.06 FINISHES

- A. Field Preparation: Surfaces, when assembled, shall be free of rust, grease, dirt and other foreign matter.
- B. Environmental Conditions: Do not clean surface when damp or exposed to foggy or rainy weather, when metallic surface temperature is less than 5°F above the dew point of the surrounding air, or when surface temperature is below 45°F or more than 95°F, unless approved by the Government.

3.07 CLEANING AND TOUCH-UP

- A. Repair detected coating holidays, thin areas, and exposed areas damaged prior to or during installation by surface treatment and application of additional coating or by manufacturer's recommendations.
- B. Allow a period of not less than 72 hours to pass following the final coat before placing in immersion service.

END OF SECTION

SECTION 06 05 73
PRESERVATIVE WOOD TREATMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. The work of this Section consists, in general, of furnishing all labor, materials, equipment, tools, transportation, and incidentals required to preservative treat the pier timberwork as indicated in the plans, as specified, and as directed by the City.

1.02 RELATED SECTIONS

- A. Plans and general provisions of the contract, including General Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 06 13 33 – Pier Timberwork

1.03 REFERENCES

- A. General
 - 1. The Contractor shall comply with the provisions of all local, state, and federal codes, specifications, standards, and recommended practices.
 - 2. The publications listed below form a part of this Specification to the extent referenced.
 - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.
- B. American Institute of Timber Construction (AITC):
 - 1. AITC 109, Standard for Preservative Treatment of Structural Glued Laminated Timber
 - 2. AITC 200, Manufacturing Quality Control Systems Manual
- C. American Lumber Standard Committee, Inc. (ALSC):
 - 1. PS 20-15, American Softwood Lumber Standard
- D. ASTM International (ASTM):
 - 1. ASTM A36, Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip
 - 2. ASTM A153, Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - 3. ASTM A307, Specification for Carbon Steel Bolts and Studs
- E. American Wood Preservers Association (AWPA):
 - 1. AWPA Standard No. M4, Standard for the Care of Preservative Treated Wood Products

2. AWWA Standard No. P22, Standard for Ammoniacal Copper Zinc Arsenate (ACZA)
 3. AWWA Standard No. P27, Standard for Alkaline Copper Quat Type B (ACQ-B)
 4. AWWA Standard No. P29, Standard for Alkaline Copper Quat Type D (ACQ-D)
 5. AWWA Standard No. P48, Standard for Copper Azole Type C (CA-C)
 6. AWWA Standard No. T1, Use Category System: Processing and Treatment Standard
 7. AWWA Standard No. U1, Use Category System: Use Specification for Treated Wood
- F. Code of Federal Regulations (CFR):
1. 29 CFR 1926, United States Occupational Safety and Health Standards
- G. California Building Code (CBC):
1. 2022 California Building Code
 2. 2022 California Green Building Code
- H. West Coast Lumber Inspection Bureau (WCLIB):
1. WCLIB Standard No. 17, Grading and Dressing Rules for Lumber
- I. Western Wood Preservers Institute (WWPI):
1. Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments
- J. Western Wood Products Association (WWPA):
1. Western Lumber Grading Rules, 2011
 2. Species Book Volume 1: Dimension Lumber

1.04 SUBMITTALS

- A. The Contractor shall submit all submittals for the Contracting Officer's review in accordance with the requirements of Section 01 33 00 – Submittal Procedures and Section 01 60 00 – Product Requirements.
- B. Copies of the manufacturer's certificate of compliance indicating that the material has been treated in accordance with the applicable codes, reference standards, and these Specifications.
- C. Submit certification by an independent inspection agency that the products are produced in conformance with best management practices (BMPs). In lieu of the independent certification, the BMP mark shall be legibly stamped, branded, marked, end tagged, or an equivalent designation on each piece of material to be incorporated into the project.
- D. Provide Safety Data Sheets (SDS) and Consumer Information Sheets (CIS) associated with timber pile preservative treatment. The Contractor must comply with all safety precautions indicated on SDS and CIS.

- E. Shop Drawings: Submit shop detail plans of all treated timber showing the dimensions of all timbers that are cut, ripped, framed, or bored.

1.05 QUALITY ASSURANCE

- A. The work shall conform to the requirements of Section 01 43 00 – Quality Assurance.
- B. Treatment shall be applied by an organization regularly involved in the pressurized treatment of timber. No field treatment will be permitted except for trimmed ends and other required field cuts.
- C. All pressure-treated timber shall conform to AWPA Standards No. U1 and No. T1.
- D. All treated timber in this project shall be produced in compliance with the WWPI Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments.
- E. All timber designated preservative-treated in the plans or in these specifications for marine use with moderate borer hazard shall conform to AWPA Book of Standards.
- F. In addition, timber treated with waterborne salts shall bear the Best Management Practices mark certifying compliance with AWPA Book of Standards.
- G. Provide the Contracting Officer, a statement signed by the responsible site supervisor or higher company representative, certifying that the Contractor shall comply with all pesticide label instructions. The certification should identify by name all individuals (applicators) who will be working with wood preserving pesticide products on Site.

1.06 DELIVERY, HANDLING, AND STORAGE

- A. Deliver, handle, and store materials and equipment in accordance with the requirements of Section 7.6 – Materials and Equipment.
- B. After timber is treated, care for pressure-treated timber in accordance with the applicable sections of AWPA Standard No. M4, which reads in part:
 - 1. Treated material may be handled with pointed tools provided that side surfaces are not penetrated greater than a 0.5 inch.
 - 2. Stack and support treated timber to prevent warp.
- C. Replace, at no additional cost to the City, all treated timber that has been damaged in handling or during the treating process to the extent that the specified grade no longer remains true or the treatment has been rendered ineffective.

PART 2 – PRODUCTS

2.01 GENERAL

- A. In treating materials by the pressure processes, conform to the applicable portions of AWPA Standard No. T1. The method and process shall be as specified herein for the product and materials described within these specifications.

- B. Oil-borne preservatives shall not be permitted. Waterborne preservatives not listed in this specification shall not be permitted.

2.02 WATERBORNE PRESERVATIVES

- A. Waterborne preservative treatments shall be one of the following preservatives, in order of preference:
 - 1. Ammoniacal Copper Zinc Arsenate (ACZA) (trade name: Chemonite) complying with AWPA Standard No. P22
 - 2. Copper Azole Type C (CA-C) (trade name: Wolmanized, Wolman E) complying with AWPA Standard No. P48
 - 3. Alkaline Copper Quaternary Type B (ACQ-B) (trade name: Nature Wood or Preserve) complying with AWPA Standard No. P27
 - 4. Alkaline Copper Quaternary Type D (ACQ-D) (trade name: ACQ Protect) complying with AWPA Standard No. P29

2.03 FIELD TREATMENT PRESERVATIVES

- A. Preservative products used in the field for treatment of exposed cuts, holes, or punctures shall be a copper naphthenate ready-to-use (Cu-Nap RTU) preservative solution containing a minimum 2.0% copper metal in accordance with APWA Standard M4 and shall be Tenino by Copper Care Wood Preservatives, Inc., QNAP2 by Nisus Corporation, or approved equal. For substitutions, see Section 01 33 00 – Submittal Procedures.

2.04 PENETRATING WOOD SEALERS

- A. Penetrating wood sealer shall be a penetrating clear polymer sealant formulated for use on timber docks and piers. For application on land or in the Contractor's yard, penetrating wood sealer shall be Nano-Guard Plus Poly polyurethane-polymer sealant by Seal-Once, Lumbrella Plus, or approved equal, in accordance with the treated wood fabricator's recommendations. Cut ends shall be treated with Seal Ends Once by Seal-Once or approved equal. For application over the water, penetrating wood sealer shall be Marine with Nano-Guard by Seal-Once, no equal.

PART 3 – EXECUTION

3.01 CONDITION OF MATERIALS

- A. Prior to treating the materials by the pressure process, condition materials in accordance with AWPA Standard No. T1. Insofar as practicable, cut all materials to size before treatment.
 - 1. For all sawn lumber, treat to maximum retention levels as per American Wood Preservers Bureau. Douglas fir framing lumber shall be incised. Timber decking shall not be incised. See related specifications sections and the plans for specific requirements.
- B. After treating material by the pressure process, kiln dry, air season, or steam condition treated materials to a maximum moisture content of 30% in accordance with AWPA

Standard No. T1 and the WWPI Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments.

3.02 RETENTION

- A. Preservative treatment for below-deck timber and structural timber framing members shall be rated for ground contact and splash zone use (Use Category 4B). Preservative treatment for Douglas Fir Larch guardrails and guard posts shall be rated for Category 4A. Preservative treatment for all Douglas fir above-deck timber shall be rated for Use Category 4A. All decking and above-deck timber shall be non-incised. Allowable waterborne treatments and minimum preservative treatment retention values shall conform to Table 1 in accordance with the requirements of AWPA Standard No. U1. No creosote or oil-borne treatments are permitted.

**Table 1
Material Retention Requirements**

Material	Use Category	Retention (pounds per cubic foot minimum)		
		ACZA	ACQ	CA-C
Below Deck				
Structural Timber Framing	4B	0.60	N/A	N/A
Glulams	4B	0.60	N/A	N/A
Nailers and Other Non-structural Timber	4B	0.60	N/A	N/A
Decking and Above Deck				
Non-Incised Timber Decking (Douglas Fir)	4B	0.60	0.31	0.60
Non-Incised Bull Rails and Blocking (Douglas Fir)	4B	0.60	0.31	0.60
Non-Incised Timber Bull Rails and Blocking (Douglas Fir)	4A	0.40	0.15	0.40
Non-Incised Timber Guardrail Posts and Rails (Douglas Fir)	4A	0.40	0.15	0.40
Non-Incised Timber Guard Posts (Douglas Fir)	4A	0.40	0.15	0.40

Note:
N/A = not applicable

1. Material that does not meet the minimum requirements for retention may be retreated in accordance with AWPA Standard No. T1.
2. It is recommended that any timber that is exposed to regular human contact, including, but not limited to, decking and railings, be treated with CA-C or ACQ preservative treatments only. For treatment of timber subject to human contact, use of ACZA is restricted.

3.03 FIELD TREATMENT

- A. Field treatment of field cuts and surface injuries shall be by brushing, dipping, or soaking and shall be done in such a manner that the preservative does not drip or spill on the ground or into the ocean.
- B. Holes bored in pressure-treated material shall be poured full of preservative prior to wood product installation. Wood product shall be turned upright so the bored holes are vertical for treatment. The use of pressure equipment for applying preservative liquids to holes bored in the field is recommended.
- C. Drilling and cutting debris shall be collected and disposed of by the Contractor per the applicable environmental regulations.

END OF SECTION

SECTION 06 13 33
PIER TIMBERWORK

PART 1 – GENERAL

1.01 SUMMARY

- A. The work of this Section consists, in general, of furnishing all labor, materials, equipment, tools, transportation, and incidentals required to furnish and install dimensionally stable timber framing, decking, railings, bull rails, and guard posts and associated hardware as indicated in the plans, as specified, and as directed by the City.

1.02 RELATED SECTIONS

- A. Plans and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this section.
- B. Section 05 50 00 – Metal Fabrications
- C. Section 06 05 73 – Preservative Wood Treatment

1.03 REFERENCES

- A. General:
 - 1. The Contractor shall comply with the provisions of all local, state, and federal codes, Specifications, standards, and recommended practices.
 - 2. The publications listed below form a part of this specification to the extent referenced.
 - 3. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.
- B. American Institute of Steel Construction (AISC):
 - 1. AISC Steel Construction Manual, 15th Edition
- C. American Institute of Timber Construction (AITC):
 - 1. AITC 108, Standard for Heavy Timber Construction
 - 2. AITC 109, Standard for Preservative Treatment of Structural Glued Laminated Timber
 - 3. AITC 110, Standard Appearance Grades for Glued Laminated Timber
 - 4. AITC 111, Recommended Practice for Protection of Structural Glued Laminated Timber During Transit, Storage, and Erection
 - 5. AITC 113, Standard for Dimensions of Structural Glued Laminated Timber
 - 6. AITC 115, Standard for Fabricated Structural Timber Components and Assemblies

7. AITC 117, Standard Specifications for Structural Glued Laminated Timber of Softwood Species
 8. AITC 200, Manufacturing Quality Control Systems Manual
 9. AITC 405, Standard for Adhesives for Use in Structural Glued Laminated Timber
- D. American Lumber Standard Committee, Inc. (ALSC):
1. PS 20-15, American Softwood Lumber Standard
- E. American National Standards Institute (ANSI) Publications:
1. ANSI 405, Standard for Adhesives for Use in Structural Glued Laminated Timber
 2. ANSI/AITC A190.1, Standard for Work Products, Structural Glued Laminated Timber
 3. ANSI B27.2-65, Plain Washers
- F. American Society of Civil Engineers (ASCE):
1. ASCE Standard 7-22, Minimum Design Loads for Buildings and Other Structures, 2022
- G. ASTM International (ASTM):
1. ASTM A36, Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip
 2. ASTM A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
 3. ASTM A123, Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 4. ASTM A153, Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 5. ASTM A307, Specification for Carbon Steel Bolts and Studs
 6. ASTM E84, Standard Test Method for Surface Burning Characteristics of Building Materials
 7. ASTM F436, Standard Specification for Hardened Steel Washers
 8. ASTM F593, Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
 9. ASTM F594, Specification for Stainless Steel Nuts
 10. ASTM F844, Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use
- H. American Welding Society (AWS):
1. AWS D1.1, Structural Welding Code – Steel
 2. AWS D1.2, Structural Welding Code – Aluminum
- I. American Wood Protection Association (AWPA):
1. AWPA Standard No. M4, Standard for the Care of Preservative Treated Wood Products

2. AWWA Standard No. P5, Standards for Waterborne Preservatives
 3. AWWA Standard No. T1, Use Category System: Processing and Treatment Standard
 4. AWWA Standard No. U1, Use Category System: Use Specification for Treated Wood
- J. Code of Federal Regulations (CFR):
1. 29 CFR 1926, United States Occupational Safety and Health Standards
 2. 36 CFR Part 327.30, Shoreline Management on Civil Works Projects
- K. California Building Code:
1. 2022 California Building Code
 2. 2022 California Green Building Code
- L. West Coast Lumber Inspection Bureau (WCLIB):
1. WCLIB Standard No. 17, Grading and Dressing Rules for Lumber
- M. Western Wood Preservers Institute (WWPI):
1. Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments
- N. Western Wood Products Association (WWPA):
1. Western Lumber Grading Rules, 2011
 2. Species Book Volume 1: Dimension Lumber

1.04 SUBMITTALS

- A. The Contractor shall submit all submittals for the Contracting Officer's review in accordance with the requirements of Section 01 33 00 – Submittal Procedures and General Conditions Section 7.6 – Materials and Equipment.
- B. Shop Drawings:
1. Submit Shop Drawings for all framing, decking, railings, and other cut, framed, or bored wood, including, but not limited to, timber and fastener material types, dimensions, field cut (ripping) locations, and field treatment procedures and materials.
- C. Certified Test Reports: Submit for timber and fasteners.
- D. Certificates of Compliance:
1. Submit certification that all glued laminated (glulam) timbers are manufactured by a firm licensed by AITC or APA-EWS and that all glulam timbers conform to the requirements of ANSI/AITC A190.1.
 2. Submit a manufacturer's certificate of compliance indicating that the material has been perseverative treated in accordance with the applicable codes, reference standards and these specifications.

3. Submit a manufacturer's certificate for each nonmetallic component to be included in the work, attesting that all materials comply with the specifications.
4. Submit a manufacturer's certificate attesting that all structural metals used to support or connect timber members comply with the specifications. In the case of fabricated metal, certificates shall be supplied by the fabricator attesting that each element of the fabrication, including welding electrodes and coating, comply with the specifications.

1.05 QUALITY ASSURANCE

- A. The work shall conform to the requirements of Section 7.6 – Materials and Equipment.
- B. All materials of this Section shall comply with the provisions of all pertinent codes and regulations referenced in this Section.
- C. Conflicting Requirements: In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these specifications, the legal or more stringent provisions shall govern.
- D. Preservative-Treated Wood:
 1. Field inspect and submit a verification list of each treated timber member and each strapped bundle of treated lumber indicating the wording and lettering of the quality control markings, the species and the condition of the wood.
 2. Do not incorporate materials damaged in transport from plant to Site. Inspect all preservative-treated wood, visually to ensure there are no excessive residual materials or preservative deposits.
 3. Material must be clean and dry or it will be rejected due to environmental concerns.
 4. The producer of the treated wood products must provide certification that WWPI Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments were utilized including a written description and appropriate documentation of the BMPs utilized.

1.06 DELIVERY, HANDLING, AND STORAGE

- A. Deliver, handle, and store materials and equipment using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery:
 1. Schedule delivery to minimize long-term storage at the project Site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to the project Site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Use all means necessary to protect materials before, during, and after delivery to the Site, and to protect the installed work and materials of all other trades. Use extreme care in the off-loading of materials to prevent damage.

C. Storage:

1. Open-stack untreated timber and lumber material on suitable skids at least twelve (12) inches above the ground and in a manner that will prevent warping and allow shedding of water.
2. Close-stack treated timber and lumber material in a manner that will prevent long timbers or pre-framed material from sagging or becoming crooked.
3. Keep ground underneath and within five (5) feet of all such piles free of weeds, rubbish, and combustible materials.
4. Load wrap or bundle wrap industrial appearance grade members. Individually wrap AITC 110 architectural and premium grade members. Individual wrappers shall remain on the members until they no longer serve a useful purpose including protection from weather, sunlight, soiling and damage from other trades. Slit the underside of wrappings to prevent the accumulation of moisture inside the wrapping.
5. Identify all framing lumber and hardware, and store separately from each other. Protect all metal products with adequate weatherproof outer wrappings. Protect hardware from corrosion.
6. Protect materials from the weather using suitable coverings.
7. Protect hardware from corrosion.

D. Handling:

1. Handle treated lumber with rope or chain slings or on pallet boards without dropping, breaking outer fibers, bruising, or penetrating the surface with tools.
2. Do not use cant hooks, peaveys, tongs, or pile poles.

- E. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the City and at no additional cost to the City.

PART 2 – PRODUCTS

2.01 GENERAL

- A. All timber products shall bear the Forest Stewardship Council or Sustainable Forestry Initiative label for certified sustainably sourced lumber.

- B. All softwood decking, sawn lumber, or other wood products shall bear the grade mark for the recognized association or independent inspection agency using the specific grading requirements of the association recognized as covering the species used. The association or independent inspection agency shall be certified by the Board of Review, American Lumber Standard Committee, to grade the species used.
- C. All softwood timber shall be pressure treated with a wood preservative in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment and shall bear the Best Management Practices mark certifying compliance with AWPA and WWPI Standards.
- D. Materials:
 - 1. All timber shall be dimensionally stable.
 - 2. Timber for framing members and softwood decking shall be preservative-treated solid sawn Douglas Fir, non-incised.
 - 3. Timber for guardrail posts and rails, as shown in the plans shall be preservative-treated solid sawn Douglas Fir, non-incised.
 - 4. Timber for blocking shall be preservative-treated solid sawn Douglas Fir, non-incised.
 - 5. Timber for nailers shall be preservative-treated solid sawn Douglas Fir, incised.
- E. No composite materials are allowed on this project.
- F. Lumber Treatment:
 - 1. Fabricate lumber and timbers as completely as practicable before preservative treatment.
 - 2. Season lumber and timbers in accordance with requirements of AWPA Standards T1 and M4 and WWPI Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments prior to preservative treatment.
 - 3. Lumber treatment shall comply with Section 06 05 73 – Preservative Wood Treatment.
 - 4. Coat all preservative treated timber with a penetrating wood sealer in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment.

2.02 DECKING

- A. Decking is defined as the uppermost surface of the pier and any surface subject to pedestrian traffic. Decking members are subject to abrasion, fresh and brackish water, and human contact. Decking members carry the direct live load to the support framing members below and can also serve, depending on the design, as a primary or supplementary lateral shear transfer mechanism.
- B. Decking shall not be used as the sole supporting element for pier accessories. Accessories shall be thru-bolted into the framing members below the decking.
- C. Decking material shall be as specified in the plans.

D. Decking:

1. Decking shall be Douglas Fir, Dimensional Grade No. 1 Dense or better in accordance with Standard Grading Rules for Douglas Fir, latest edition. Decking shall be machine stress rated (MSR) for a minimum bending strength of one-thousand five-hundred (1,500) pounds per square inch (psi) or better.
2. Decking surface shall be 2 x 6, S4S, E4E, and kiln dried after treatment. Radius edge decking shall not be permitted.
3. Maximum span for decking shall be 38 inches.
4. No incising of decking planks is desired.

2.03 PRIMARY MEMBERS

- A. Primary members are defined as stringers, joists, railings, or other members that carry and/or support primary vertical and lateral loads. Primary members or products noted in the plans take precedence over those specified in these specifications.
- B. Primary members are designed for the imposed loads conforming to the requirements of 2022 California Building Code.
- C. Primary Members shall be cut to the maximum length possible for their intended use. Splices shall be minimized and only required due to the limitations of primary member fabrication, limitations of shipping lengths, and/or for special construction requirements requiring strategic location of joints.
- D. Splices shall be designed such that the splice carries the ultimate capacity of the primary member.
- E. Sawn Lumber:
 1. Sawn lumber for primary members shall be used for railings only. Railings members include, but are not limited to, guardrail posts and rails as shown in the plans.
 2. Sawn lumber shall be Douglas fir, Dimensional Grade Select Structural Dense, in accordance with WCLIB Standard No. 17, Dimensional Grade Select Structural or better in accordance with Standard Grading Rules for Douglas Fir Lumber, latest edition.
 3. Sawn lumber shall be machine stress rated (MSR) for a minimum bending strength of one-thousand nine-hundred (1,900) pounds per square inch (psi) or better.
 4. Sawn lumber exposed to view in the completed work shall be S4S or as otherwise noted in the plans.

2.04 NON-STRUCTURAL MEMBERS

- A. Non-structural members are defined as nailers, spacers, keepers, shims, blocking, those members used as auxiliary support of decking, and other non-structural uses. Non-structural members or products noted in the plans take precedence over those specified in these specifications.

B. Sawn Lumber:

1. Sawn lumber shall be Douglas Fir, Dimensional Grade No. 1 Dense or better in accordance with Standard Grading Rules for Douglas Fir Lumber, WCLIB Standard No. 17, latest edition.
2. Sawn lumber for bull rails, blocking, and nailers may be Douglas fir, Dimensional Grade No. 1 Dense or better, in accordance with WCLIB Standard No. 17.
3. Sawn lumber shall be machine stress rated (MSR) for a minimum bending strength of one-thousand two-hundred (1,200) pounds per square inch (psi) or better.
4. Sawn lumber exposed to view in the completed work shall be S4S or as otherwise noted in the plans.

2.05 PRESERVATIVE TREATMENT

A. All pier timber members shall be pressure treated in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment and shall bear the Best Management Practices Mark certifying compliance with AWPAs and WWPI treatment standards. Hardwood is exempt from this requirement.

B. All preservative treated timber shall be coated with a penetrating wood sealer and water repellent in accordance with the requirements of Section 09 96 00 – High-Performance Coatings.

C. Timber Decking:

1. Softwood decking shall not be incised.
2. Softwood decking shall be rated for Use Category 4B and shall be treated with alkaline copper quaternary (ACQ) or Copper Azole (CA-C) in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment. Treatment of timber decking subject to human contact with ACZA is restricted.

D. Timber Framing:

1. Timber framing is defined as primary and secondary members including glulam timbers, stringers, joists, railings, and sawn lumber.
2. Timber framing except for railings shall be rated for Use Category 4B and shall be treated with ammoniacal copper zine arsenate (ACZA) in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment.
3. Kiln dry after treatment to 14% moisture content prior to fabrication.
4. Timber railings exposed to human contact shall not be incised, shall be rated for Use Category 4A, and shall be treated with ACQ for Douglas fir in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment. Treatment of timber railings subject to human contact with ACZA is restricted.

E. Non-structural Members:

1. Non-structural members located below the deck, including, but not limited to, nailers, shall be rated for Use Category 4B and shall be treated with ACZA in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment.

2. Non-structural members located above the deck shall be rated for Use Category 4A and shall be treated with ACQ for Douglas fir in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment. Treatment of non-structural timber members subject to human contact with ACZA is restricted.
- F. Field treatment of field cuts, boring, drilling, and other surface injuries to preservative treated lumber shall be in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment.
- G. Direct contact between aluminum fasteners and fittings and preservative treated wood is prohibited. All fasteners in contact with pressure treated wood shall be stainless steel AISI types 304, 305, or 316 or hot-dip galvanized steel.

2.06 HARDWARE

- A. Hardware shall include bolts with necessary nuts and washers, timber connectors, drift pins, dowels, nails, screws, spikes, and other metal fastenings. Bolts and nuts shall conform to ASTM A307. Washers shall be cast-iron ogee, malleable iron, or plate or cut washers, as indicated. Provide bolts with washers under nut and head. Timber connectors and other metal fastenings shall be of the type and size shown. Nails shall be common galvanized wire nails.
- B. Galvanization:
 1. All steel work shall be hot-dip galvanized in accordance with ASTM A53 and ASTM A153, as applicable. See Section 05 50 00 – Metal Fabrications.
 2. Coating thickness to be a minimum of 2 ounces per square foot.
- C. Steel hardware shall be manufactured from ASTM A36 steel.
- D. Machine bolts shall be ASTM A307.

PART 3 – EXECUTION

3.01 GENERAL

- A. Insofar as practicable, all timber shall be cut to length and bolt holes drilled prior to pressure treatment.
- B. Insofar as practicable, cutting of treated timber in the field shall be performed in a controlled environment. Cut timber on land using methods, including, but not limited to, saw and drill vacuums, to contain and collect the sawdust. Timber shall not be cut over or in the water.
- C. Tie bands used for delivery shall have plates between the bands and the wood to prevent crushing. Bundle identification shall be done so as not to stain lumber surfaces.
- D. Field treat cuts, bevels, notches, refacing and abrasions made in the field in treated timbers in accordance with AWPA M4 and Section 06 05 73 – Wood Preservative Treatment. Trim cuts and abrasions before field treatment. Paint depressions or openings around bolt holes, joints, or gaps, including recesses formed by counterboring, with a preservative treatment

used for timber. After installation of bolt or screw, fill remaining depression with marine-grade epoxy sealant.

- E. Lumber that shows evidence of splits, checks, cracks, excessive discoloration, or other blemishes shall be cause for rejection.
- F. All bolts shall be tensioned sufficiently to indent the full face of the washer into the wood surface.

3.02 FRAMING

A. Fabrication:

- 1. Cut and frame all timber members so that joints will have fit over contact surface.
- 2. Timber shall be fabricated accurately to provide uniform gaps and butt joint connections.
- 3. Bore all bolt holes and pre-drill all bolt and lag bolt locations.
- 4. All field cuts and bored holes shall receive a brush coat of concentrated preservative treatment in accordance with AWWPA M4 and Section 06 05 73 – Wood Preservative Treatment.

B. Installation:

- 1. Secure timber members true and plumb with uniform close fitting joints.
- 2. No shimming will be permitted in making joints. Open joints are unacceptable.
- 3. Provide temporary bracing to maintain timber member alignment and level until all members are in place and permanent connections are made.
- 4. Use non-marring nylon slings to lift members and corner protectors as required to prevent damage to member edges.

C. Connections:

- 1. Bore holes for drift pins and dowels with a bit 1/8 inch or less in diameter than the pin or dowel.
- 2. Bore holes for bolts with a bit a maximum 1/16 inch larger in diameter than bolt diameter unless noted otherwise in the plans.
- 3. Counterbore for countersinking wherever smooth faces are indicated or specified.
- 4. No connecting device shall protrude beyond the fascia into the vessel berthing area. Any connecting device protruding above the surface of the deck shall have low, rounded profile.

D. Fastening:

- 1. Use washers of the size and type specified under all bolt heads and nuts in contact with wood.
- 2. Burr threads of all bolts after nuts have been finally tightened. Vertical bolts shall have nuts on the lower end.

3. Where bolts are used to fasten timber-to-timber, bolt members together when they are installed and retighten immediately prior to final acceptance of the contract.
4. All bolts shall have sufficient additional threading to provide at least 3/8 inch per foot unless noted otherwise.
5. Stringers must be anchored to underlying ledger beams with Simpson H3 ties with ZMAX finish. Clips shall be fastened with 0.148 x 1-1/2" hot-dipped galvanized joist hanger nails or 1-1/2" SD Connector screws.

3.03 DECKING

- A. Lay decking planks with heartwood side down and space adjacent decking planks loosely butting together.
- B. Fastening
- C. Fasten decking planks with two Stainless Steel #12 Screws at all supports. Screw length shall be as shown in the plans.
- D. Cut ends of planks parallel to center line of pier.
- E. All ripped planks shall be shown on the Contractor's decking plan Shop Drawings.
- F. Decking planks that show evidence of splits, checks, cracks, excessive discoloration, or other blemishes shall be cause for rejection.

3.04 RAILINGS

- A. Install drift pins through decking plank and through outside stringer. Drift pins shall not penetrate top surface.
- B. Provide material surfaced on four sides (S4S) on the top edge and pier side.

3.05 DELIVERIES

- A. All material shall be delivered sufficiently in advance of need to ensure their suitability to need and compliance with these specifications.

3.06 STOCKPILING

- A. Stockpile all material according to grade or treatment.
- B. Separately stockpile material not conforming to the appropriate requirements and remove it from the site.

3.07 FIELD TREATMENT

- A. Field treat all cuts in treated timbers and all abrasions in accordance with the requirements of Section 06 05 73 – Preservative Wood Treatment. Trim all cuts and abrasions before field treatment. Paint all depressions or openings around bolt holes, joints, or daps including recesses formed by counterboring, with preservative treatment used for timber.

- B. Treat field welds in accordance with the requirements of Section 09 96 00 – High-Performance Coatings.
- C. Repair galvanized coatings in accordance with the requirements of Section 05 50 00 – Metal Fabrications.

END OF SECTION

SECTION 31 01 62
MAINTENANCE OF DRIVEN PILES

PART 1 – GENERAL

1.01 SUMMARY

- A. The work of this Section consists, in general, of furnishing all labor, materials, equipment, tools, transportation, and incidentals required to install polyethylene and polyvinyl chloride (PVC) sheeting wrapping on timber piles.

1.02 RELATED SECTIONS

- A. Plans and general provisions of the contract, including General Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section 06 13 33 – Pier Timberwork
- C. General
 - 1. The Contractor shall comply with the provisions of all local, state, and federal codes, Specifications, standards, and recommended practices.

1.03 SUBMITTALS

- A. The Contractor shall submit all submittals for the Contracting Officer's review in accordance with the requirements of Section 01 33 00 – Submittal Procedures and General Conditions Section 7.6 – Materials and Equipment.

1.04 QUALITY ASSURANCE

- A. The work shall conform to the requirements of General Conditions Section 7.6 – Materials and Equipment.
- B. All materials of this Section shall comply with the provisions of all pertinent codes and regulations referenced in this Section.
- C. Conflicting Requirements: In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these Specifications, the legal or more stringent provisions shall govern.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Timber;
 - 1. Pole for Wrap Tightening:
 - a. Material: Apitong Timber or equivalent timber, composite, or other untreated borer-resistant pole.

- b. Use timber product bearing the Forest Stewardship Council or Sustainable Forestry Initiative label for certified sustainably sourced lumber.
 - c. Use timber dowel that is clean, smooth, and free of defects.
- B. Plastic:
- 1. Polyethylene Sheeting for Inner Liner:
 - a. Material: ASTM D4801-08 (6 mils thickness)
 - b. Use polyethylene sheeting that is clean, new, and has a smooth surface.
 - 2. PVC Wrap for Submerged Barrier Section:
 - a. Material: ASTM D4216-22 (20 mils)
 - b. Use PVC wrap sheeting that is clean, new, and has a smooth surface.
 - 3. PVC Wrap for Intertidal Section:
 - a. Material: ASTM D4216-22 (30 mils)
 - b. Use PVC wrap sheeting that is clean, new, and has a smooth surface.
 - 4. Polyurethane Foam Seal:
 - a. Material: ASTM D1056-07 (3/4 inch)
 - b. Use Polyurethane foam that is clean and new.
- C. Hardware:
- 1. Nails:
 - a. Material: ASTM F1667-13 (Type 1, Style 10, Aluminum Common Nails)
 - 2. Band:
 - a. Material: ASTM B209/SB209 (Type 5052, Aluminum Alloy)
 - 3. Washers:
 - a. ASTM D3568-03 (Neoprene)

PART 3 – EXECUTION

3.01 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the

control of the Contractor, submit a request for information to the City in accordance with Specification 01 31 00 - Project Management and Coordination.

3.02 MOBILIZATION TO THE SITE

- A. Marine Transportation of Equipment: The Contractor is solely responsible to managing all aspects of equipment, including trailers, materials, and labor transit.

3.03 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify the City promptly.

3.04 INSTALLATION

- A. General: Locate the Work and components of the Work accurately as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- D. Ensure that all surfaces to be wrapped are thoroughly cleaned of dust and loose materials.
- E. Excavation to 24 inches minimum below existing ground line.
- F. Assemble PVC Wrap Assembly fixing 20 mil or 30 mil polyethylene liner to apitong pole with 1/4" aluminum nails at 12 inches on-center. Wrap the pile with 20 mil PVC wrap assembly at elevation 4.5 feet below M.L.L.W. Once the pile has been wrapped, tension and secure the apitong pole with 4 inch-long aluminum nails. Wrap the pile within intertidal barrier with 6 mil polyethylene liner. Once the pile has been wrapped with the polyethylene liner, install polyurethane foam seals with staples or tacks at 3 inches-on-center. Wrap the pile with 30 mil PVC wrap assembly and once wrapped, tension and secure the apitong pole with 4-inch-long aluminum nails. Compress wrap and seals with aluminum band and fix with 4-inch-long aluminum nails after tensioning. Use 1 1/2" long aluminum nails with neoprene washers at 8 inches on-center elsewhere.
- G. Where sheeting has been damaged, completely remove the damaged sheet of polyethylene and replace it, at no cost to the Department, as directed by the Engineer. Where the sheeting will not wrap the specified limits of the pile in one sheet, overlap the previous sheet with each subsequent sheet by 12 inches.
- H. Price and payment will be full compensation for furnishing all labor, materials, including primer and lubricant, tools, equipment, and incidentals, and for doing all the work involved in installing the polyethylene sheeting, as specified in the Contract Documents.

END OF SECTION

Appendix A

Resolution 93-8022

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Voluntary Guidelines to)
Encourage Bidders on Public Works)
Projects to Increase the Utilization and)
Hiring of Local Contractors, Local) Res. No. 93-8022
Businesses and Members of the City's)
Minority Community)
_____)

The City Council of the City of Pittsburg DOES RESOLVE as follows:

A. The Council desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the City's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Council desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Council resolves:

Section 1. Minority Employment Guidelines

A. The Council declares that it is the policy of the City to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B. Each bidder who is awarded a public works contract by the City is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2. Local Resident Employment Guidelines

A. The Council declares that it is the policy of the City to encourage employment of local residents.

B. Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3. Local Business Guidelines

A. The Council declares that it is the policy of the City to promote growth and economic development for the City's local businesses and suppliers.

B. Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4. Voluntary Program; Prohibition

A. This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B. A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the City. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract in the City.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the City is required to submit to the City a summary by percentages and/or dollar amount of minority, local resident, local business and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the City.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

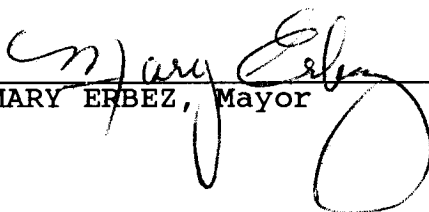
Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Councilmembers Canciamilla, Davis, Lewis, Quesada and Mayor Erbez

NAYS: None

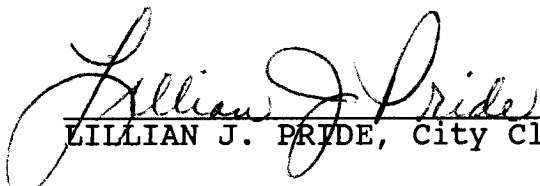
ABSTAINED: None

ABSENT: None



MARY ERBEZ, Mayor

Attest:



LILLIAN J. PRIDE, City Clerk

p\gen\local.res\c.nl.100

MICHAEL R. WOODS
SAMUEL T. CRUMP
LAURA J. ANDERSON


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November 24, 1993

MEMORANDUM

TO: Mayor and Councilmembers
Chair and Board of Directors, Redevelopment Agency

FROM: Michael R. Woods, City Attorney
Laura J. Anderson 

RE: Local Employment Program

This memorandum is in response to the Council's request for information on a local contractor and minority preference program on public works contracts. Additionally, Councilman Canciamilla recently requested a resolution for Council consideration establishing a voluntary program which encourages the hiring of minorities, local residents and local small businesses in public works contracts.

A. Requirements for a Mandatory Preference Program

Before the City (or Agency) could adopt a mandatory program giving preference to local residents or local businesses in public works contracts, the Council would have to make at least one of the following findings:

- (1) non-residents are a "substantial cause" of social and economic problems (e.g. unemployment, crime, homelessness, poverty) facing city residents; or
- (2) the City has itself created disadvantages (e.g. higher business taxes, more stringent land use requirements) which cause local businesses to suffer.

The Council's findings would have to be based on substantial evidence such as statistical information, departmental studies, and testimony of city residents. The program adopted would have to be consistent with the findings, and the findings would have to be supported by appropriate evidence in the record of the Council's action. The program would have to be reasonable in light of the findings and evidence and could not favor local residents at the expense of non-residents in a way that would be disproportionate when considered against the findings and evidence.

Mayor and Councilmembers
Chair and Board of Directors
November 24, 1993
Page 2

If a mandatory program were adopted without the required findings or adequate supporting evidence, a non-resident could challenge the local preference program in court as a violation of his or her constitutional rights.

If the Council wishes to entertain a mandatory program, we suggest you direct staff to conduct a study and gather evidence concerning the findings that would have to be made, and return to the Council with a proposed program.

B. Proposed Resolution on Voluntary Program

The Council may adopt a voluntary contractor preference program without making the findings described above. The program must be truly voluntary, however; the City would not make any decision to grant a contract to a particular contractor based upon compliance with the program.

Enclosed for your consideration is a proposed resolution which recognizes increased employment of City residents and increased opportunities for local businesses are desirable for the City. The resolution encourages bidders on public works contracts to hire members of the minority community, local residents and local businesses. The guidelines set forth below are a suggestion only. The Council may wish to adjust the percentages to encourage maximum participation in the program.

The resolution will state the Council's policy that bidders promote employment opportunities for minorities, local residents and small local businesses, as follows:

(1) Minority Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a minority work force of 20% on a craft-by-craft basis.

(2) Local Resident Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a local resident work force of 50% on a craft-by-craft basis.

(3) Local Business Guidelines. A bidder who is awarded a public works contract is encouraged to award 20% of the total dollar amount of the contract to local small businesses through subcontracts.

If the Council wishes to adopt this voluntary program, it may do so by adopting the enclosed resolution, which would take effect immediately unless otherwise specified.

Mayor and Councilmembers
Chair and Board of Directors
November 24, 1993
Page 3

Please feel free to call if you have any questions or comments.

MRW:LJA:lr

Enclosure

cc: S. Anthony Donato, City Manager
Lillian J. Pride, Assistant City Manager/City Clerk
Nasser Shirazi, Community Development Director

pitts/general/mconpref/c.nl.100

BEFORE THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Voluntary Guidelines to)
Encourage Bidders on Public Works)
Projects to Increase the Utilization and)
Hiring of Local Contractors, Local) Res. No. 93-442
Businesses and Members of the City's)
Minority Community)
_____)

The Redevelopment Agency of the City of Pittsburg DOES RESOLVE as follows:

A. The Agency desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the Agency's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Agency desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Agency resolves:

Section 1. Minority Employment Guidelines

A. The Agency declares that it is the policy of the Agency to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2. Local Resident Employment Guidelines

A. The Agency declares that it is the policy of the Agency to encourage employment of local residents.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3. Local Business Guidelines

A. The Agency declares that it is the policy of the Agency to promote growth and economic development for the City's local businesses and suppliers.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4. Voluntary Program; Prohibition

A. This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B. A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the Agency. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract by the Agency.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the Agency is required to submit to the Agency a summary by percentages and/or dollar amount of minority, local resident, local businesses and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the Agency.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

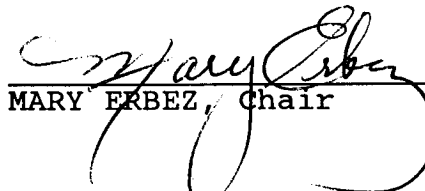
Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Members Canciamilla, Davis, Lewis, Quesada & Chair Erbez.

NAYS: None.

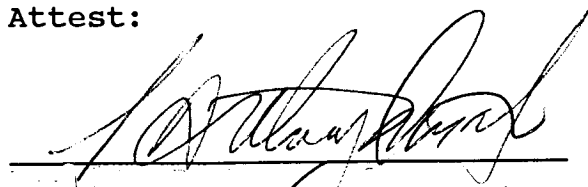
ABSTAINED: None.

ABSENT: None.



MARY ERBEZ, Chair

Attest:



S. Anthony Donato, Executive Director
p\gen\rlocires.ra\ra\nl.100

Appendix B

Contract Plans

RIVERVIEW PARK FISHING PIER REPAIRS

PROJECT NO. 3022

CITY OF PITTSBURG



THE CITY COUNCIL OF
THE CITY OF PITTSBURG

JELANI KILLINGS, MAYOR
DIONNE ADAMS, VICE MAYOR
ANGELICA LOPEZ, COUNCIL MEMBER
JUAN ANTONIO BANALES, COUNCIL MEMBER
ARLENE KOBATA, COUNCIL MEMBER

GARRETT EVANS, CITY MANAGER
ALICE E. EVENSON, CITY CLERK
JOHN SAMUELSON, PUBLIC WORKS DIRECTOR/CITY
ENGINEER

JOHN SAMUELSON, P.E., CITY ENGINEER, CE 67734
DATE:

ACCEPTANCE OF THESE IMPROVEMENT PLANS BY THE CITY ENGINEER SHALL NOT RELIEVE THE ENGINEER OF THE RECORD FOR THE DESIGN NOR FROM ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.

CITY ENGINEER SHALL SIGN ANY REVISION PRIOR OR DURING CONSTRUCTION A COPY OF THE REVISION SHALL BE SUBMITTED TO THE CITY THROUGH ELECTRONIC OR HARD COPY FORMAT.

A "RECORD DRAWING" SHALL BE SUBMITTED TO THE CITY THROUGH ELECTRONIC OR HARD COPY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.

THE REPAIRS SHOWN HEREIN ARE BASED ON RESTORING THE EXISTING STRUCTURE TO ITS CONSTRUCTION AND AESTHETICS PRIOR TO THE FIRE INCIDENT DATE. THE REPAIRS ARE NOT INTENDED TO MEET CURRENT CODE OR IMPROVE ON THE ORIGINAL DESIGN. IT ASSUMES THAT THE STRUCTURAL DESIGN AND CONSTRUCTION OF THE ORIGINAL PIER WAS IN ACCORDANCE WITH THE BUILDING CODE IN EFFECT AT THE TIME OF ITS INSTALLATION AND THE LONGEVITY OF THE STRUCTURE DEMONSTRATES IT WAS ADEQUATELY DESIGNED, CONSTRUCTED, AND MAINTAINED.

DRAWING INDEX		
SHEET	DRAWING	TITLE
1	T01	COVER SHEET
2	G01	GENERAL NOTES
3	C01	SITE PLAN AND ACCESS
4	C02	DECKING AND FRAMING PLANS
5	C03	SECTIONS AND DETAILS
6	C04	DETAILS



PLAN INTENDED TO BE VIEWED
IN COLOR. ADJACENT BLOCK IS
"BLUE"
ONE INCH
AT FULL SIZE. IF NOT ONE
INCH SCALE ACCORDINGLY

ISSUED FOR BID



REVISIONS					
REV	DATE	BY	APP'D	DESCRIPTION	

DESIGNED BY: D. SHISHINO
DRAWN BY: R. RAZONABLE
CHECKED BY: C. MANSOUR
APPROVED BY: F. MASSABKI
SCALE: AS NOTED
DATE: MAY 29, 2025

**RIVERVIEW PARK
FISHING PIER REPAIRS**

COVER SHEET

T01

SHEET # 1 OF 6

K:\Projects\0906-City of Pittsburg\Fishing Pier Repair\Construction Plans\0906 PL-General Notes_G01.dwg 3_G01
May 29, 2025 10:54am razonable

GENERAL NOTES:

- THIS PROJECT INCLUDE PUBLIC ACCESS FEATURES IN SELECTED AREAS OF THE SACRAMENTO RIVER.
- NON-COMFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE APPROVAL.
- DETAILS SHOWN ARE TYPICAL; SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS AND OTHER APPLICABLE REGULATORY REQUIREMENTS.
- THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF SITE PERSONNEL AND SHALL ABIDE BY THE REQUIREMENTS OF THE TECHNICAL SPECIFICATIONS AND THE CONTRACTOR'S HEALTH AND SAFETY PLAN (HASP), AS APPROPRIATE, AS WELL AS APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.
- THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN APPROPRIATE SIGNAGE FOR TRAFFIC CONTROL AND PEDESTRIAN SAFETY DURING CONSTRUCTION.
- MAINTAIN OPEN ACCESS FOR ALL PUBLIC ROADWAYS DURING PERFORMANCE OF THE WORK.
- CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF SITE STRUCTURES, LOCATION OF IDENTIFIED TREES, SHORELINE, AND OTHER SITE FEATURES.
- LOCATIONS DISPLAYED FOR EXISTING CONDITIONS SUCH AS SHORELINES STRUCTURES AND UTILITIES ARE APPROXIMATE. PRIOR TO BID CONTRACTOR SHALL FIELD VERIFY SITE EXISTING CONDITIONS THAT WILL BE ENCOUNTERED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SOIL EROSION AND SEDIMENT CONTROL MEASURES DURING THE CONSTRUCTION PERIOD, AS REQUIRED BY THE PERMITS, LOCAL ORDINANCES, PLANS, AND SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY SITE, YARD, AND GROUNDS. REMOVE AND DISPOSE OFF-SITE ALL RUBBISH, WASTE MATERIALS, LITTER, AND ALL FOREIGN SUBSTANCES. PROMPTLY NOTIFY APPROPRIATE AUTHORITIES AND OWNER'S REPRESENTATIVE, AND REMOVE PETRO-CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
- IF AN UNDERWATER SHORELINE STRUCTURE (E.G., RIPRAP, CONCRETE BOAT RAMPS, ETC.) IS ENCOUNTERED IN ANY AREA WHERE NONE IS INDICATED, CONTRACTOR SHALL NOTIFY THE ENGINEER (STAMPEE).
- THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE DRAWINGS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE DRAWINGS WITHOUT THE EXPRESSED APPROVAL OF ENGINEER.
- THE CONTRACTOR SHALL RESTORE ALL PUBLIC OR PRIVATE PROPERTY INCLUDING MARINE STRUCTURES DAMAGED OR REMOVED TO AT LEAST AS GOOD OF CONDITION AS BEFORE DISTURBED AS DETERMINED BY ENGINEER.
- THE CONTRACTOR IS ADVISED THAT ALL LOCAL PUBLIC NUISANCE LAWS AND NOISE ORDINANCES SHALL BE OBSERVED DURING THE COURSE OF CONSTRUCTION.

EXISTING PLAN NOTES:

- INFORMATION DEPICTED ON THESE DRAWINGS REPRESENT RESULTS OF FIELD MEASUREMENTS CONDUCTED ON APRIL 20, 2023 AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

NOTE:
 THE REPAIRS SHOWN HEREIN ARE BASED ON RESTORING THE EXISTING STRUCTURE TO ITS CONSTRUCTION AND AESTHETICS PRIOR TO THE FIRE INCIDENT DATE. THE REPAIRS ARE NOT INTENDED TO MEET CURRENT CODE OR IMPROVE ON THE ORIGINAL DESIGN. IT ASSUMES THAT THE STRUCTURAL DESIGN AND CONSTRUCTION OF THE ORIGINAL PIER WAS IN ACCORDANCE WITH THE BUILDING CODE IN EFFECT AT THE TIME OF ITS INSTALLATION AND THE LONGEVITY OF THE STRUCTURE DEMONSTRATES IT WAS ADEQUATELY DESIGNED, CONSTRUCTED, AND MAINTAINED.

PROJECT INFORMATION

PROJECT LOCATION:
 RIVERVIEW PARK FISHING PIER
 CITY OF PITTSBURG, COSTA COUNTY, CALIFORNIA

LANDOWNERS:
 CITY OF PITTSBURG

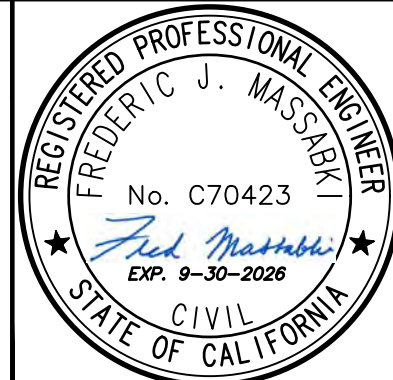
PROJECT OWNER:
 CITY OF PITTSBURG

ENGINEERS OF RECORD:
 ANCHOR QEA, INC.
 33 NEW MONTGOMERY ST, SUITE 1210,
 SAN FRANCISCO, CA 94105
 CONTACT: DANIEL SHISHINO, E.I.T.

ABBREVIATIONS:

BOT. BOTTOM
 DWG. DRAWING
 (E) EXISTING
 ELEV. ELEVATION
 FRP FIBERGLASS REINFORCED PLASTIC
 FT FEET
 H HORIZONTAL
 ML 1/1000 INCH (THOUSANDTH INCH)
 MLLW MEAN LOWER LOW WATER
 MIN MINIMUM
 NAD NORTH AMERICAN DATUM
 OC ON CENTER
 PE POLYETHYLENE
 PVC POLYVINYL CHLORIDE
 TYP. TYPICAL
 V VERTICAL

ISSUED FOR BID



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: D. SHISHINO
 DRAWN BY: R. RAZONABLE
 CHECKED BY: C. MANSOUR
 APPROVED BY: F. MASSABKI
 SCALE: AS NOTED
 DATE: MAY 29, 2025

RIVERVIEW PARK FISHING PIER REPAIRS

GENERAL NOTES

G01

SHEET # **2** OF **6**

ONE INCH
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
 PLAN INTENDED TO BE VIEWED IN COLOR, ADJACENT BLOCK IS "BLUE"

K:\Projects\0906-City of Pittsburg\Fishing Pier Repair\Construction Plans\0906 PL-C02 SITE PLAN_C01.dwg 3 C01
 May 29, 2025 10:54am razonable



- NOTES:
1. HORIZONTAL DATUM: CALIFORNIA STATE PLANE, ZONE 3, NAD 83, U.S. FEET.
 2. IN WATER VERTICAL DATUM: MEAN LOWER LOW WATER (MLLW).

SOURCE:
 AERIAL ©2022 MICROSOFT CORPORATION ©2022 MAXAR
 ©CNES (2022) DISTRIBUTION AIRBUS DS

LEGEND:

- LIMITS OF WORK
- AREA OF REPAIRS
- ↔ ACCESS
- △ C C03 INDICATES DIRECTION OF CUTTING PLANE
SECTION "A" IS SHOWN ON DRAWING "C03"
- △ C C03 INDICATES DIRECTION OF VIEW PLANE
SECTION "A" IS SHOWN ON DRAWING "C03"
- 1 C03 DETAIL "1" IS SHOWN ON DRAWING "C03"

↑ NORTH
 0 30 60
 SCALE IN FEET

PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE" INCH SCALE ACCORDINGLY

ISSUED FOR BID



REVISIONS					
REV	DATE	BY	APP'D	DESCRIPTION	

DESIGNED BY: D. SHISHINO
 DRAWN BY: R. RAZONABLE
 CHECKED BY: C. MANSOUR
 APPROVED BY: F. MASSABKI
 SCALE: AS NOTED
 DATE: MAY 29, 2025

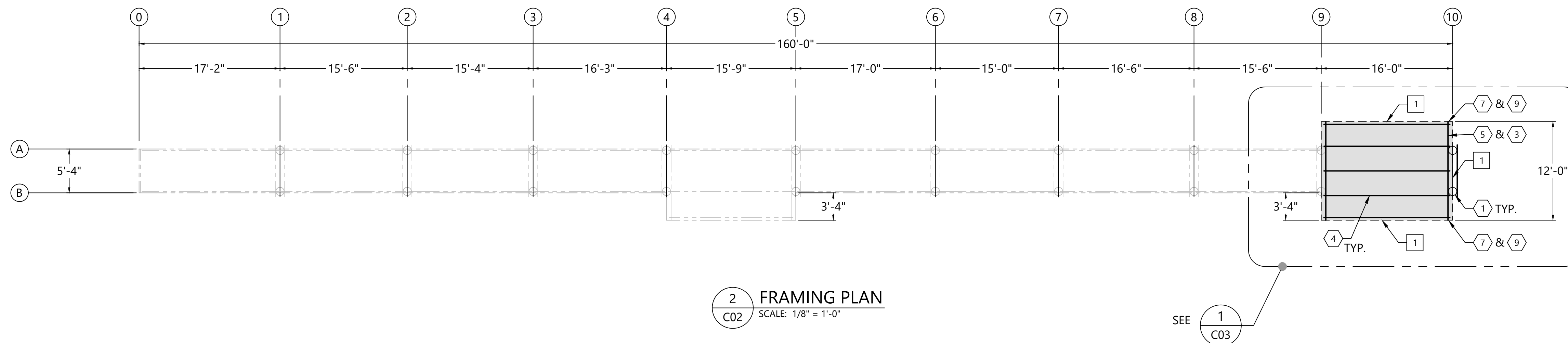
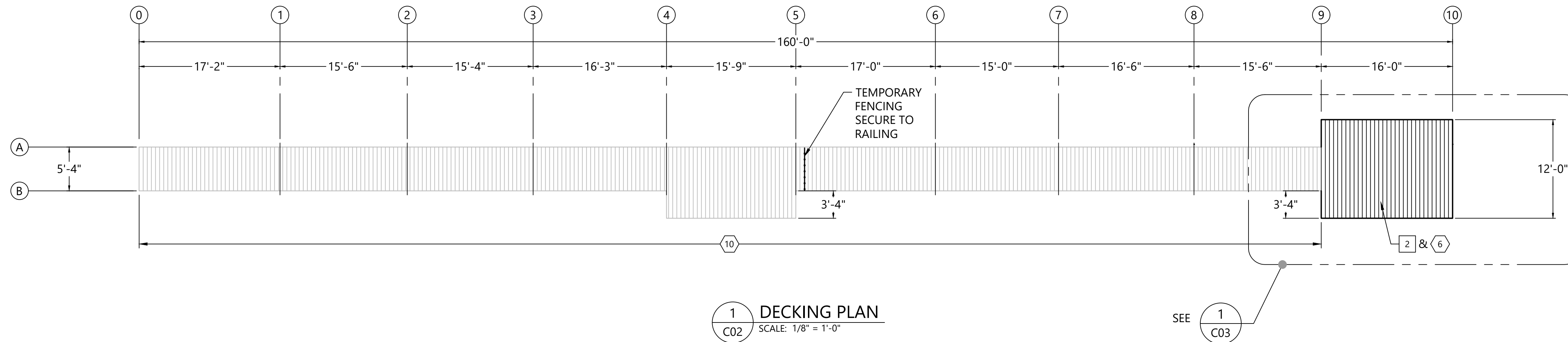
RIVERVIEW PARK FISHING PIER REPAIRS

SITE PLAN AND ACCESS

C01

SHEET # **3** OF **6**

K:\Projects\0906-City of Pittsburg\Fishing Pier Repair\Construction Plans\0906 PL-C03 DECKING AND FRAMING PLAN_C03.dwg 4.C02



NOTE:
DIMENSIONS SHOWN ARE NOMINAL.
FIELD VERIFY ALL DIMENSIONS.

DEMOLITION NOTES:

- 1 REMOVE TOP & BOT. RAIL BETWEEN BENTS 9 AND 10, ONLY.
- 2 REMOVE DECK BETWEEN BENTS 9 & 10, ONLY.
- 3 REMOVE 8x8 END POST ABOVE PILE B-10.
- 4 REMOVE CENTRAL 4x14 STRINGERS AND SPLICE CONNECTORS.
- 5 REMOVE 3x10 LEDGER
- 6 REMOVE 2x8 CROSS BRACES

CONSTRUCTION NOTES:

- 1 CONSTRUCT PILE WRAP PER SHEET C04, TYPICAL ALL PILES BENT 10, ONLY.
- 2 CONSTRUCT NEW FRP BRACING, TYPICAL BENT 10, ONLY.
- 3 CONSTRUCT NEW 3x10 LEDGER.
- 4 CONSTRUCT NEW 4x14 STRINGERS AND SPLICE CONNECTORS.
- 5 CONSTRUCT NEW 8x8 END POST ABOVE PILE A-10.
- 6 CONSTRUCT NEW FULL WIDTH 2x6 DECKING BETWEEN BENTS 9 AND 10, ONLY.
- 7 CONSTRUCT NEW 4x6 BOT. RAIL, TYPICAL BETWEEN BENTS 9 AND 10, ONLY.
- 8 CONSTRUCT NEW PRESSURE TREATED WOOD HANDRAIL TO MATCH EXISTING.
- 9 CONSTRUCT NEW 2x6 TOP RAIL, TYPICAL BETWEEN BENTS 9 AND 10, ONLY
- 10 EXISTING DECKING TO REMAIN, PROTECT IN PLACE

ISSUED FOR BID

PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE" INCH SCALE ACCORDINGLY



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: D. SHISHINO
 DRAWN BY: R. RAZONABLE
 CHECKED BY: C. MANSOUR
 APPROVED BY: F. MASSABKI
 SCALE: AS NOTED
 DATE: MAY 29, 2025

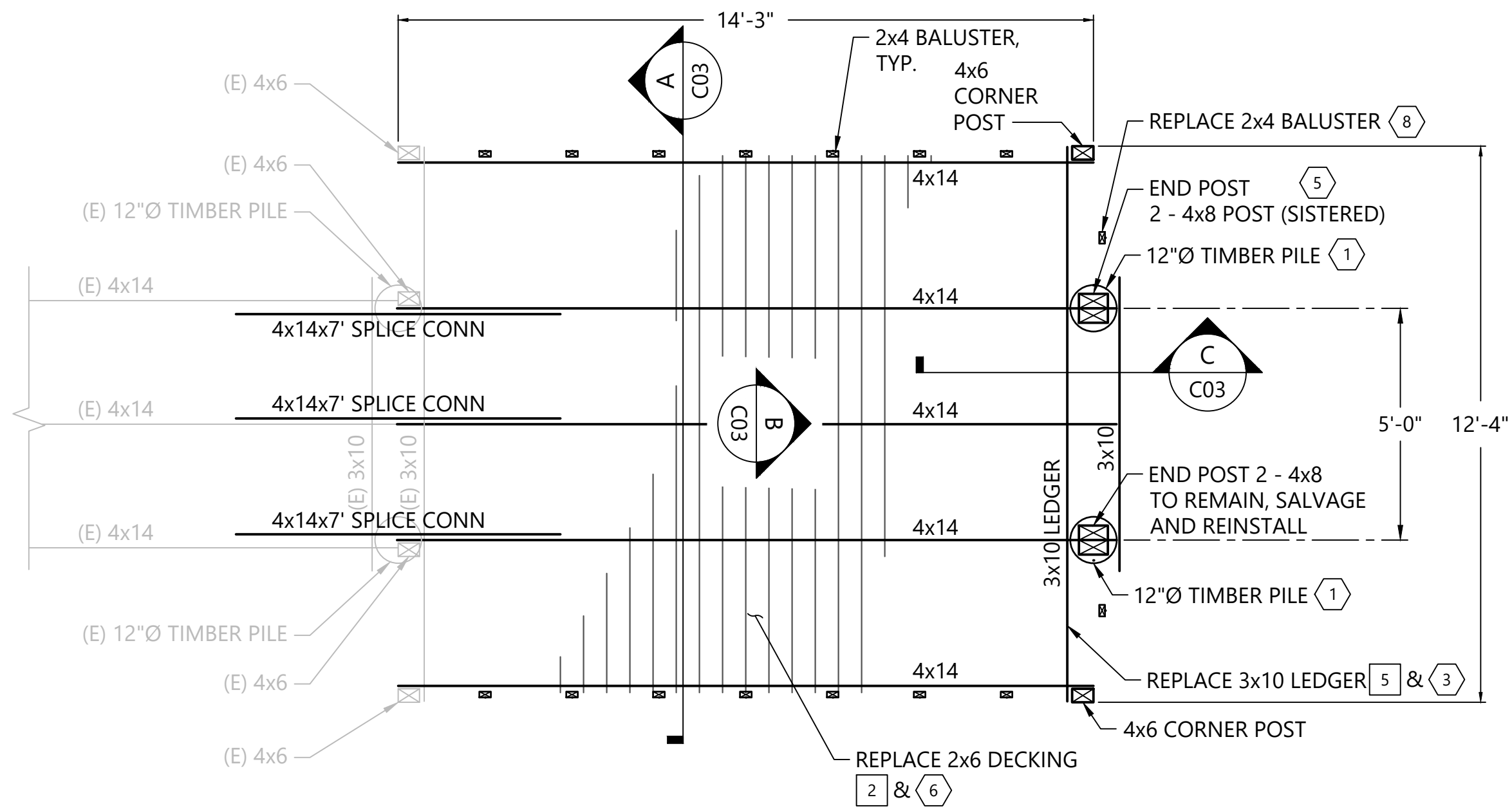
**RIVERVIEW PARK
FISHING PIER REPAIRS**

DECKING AND FRAMING PLANS

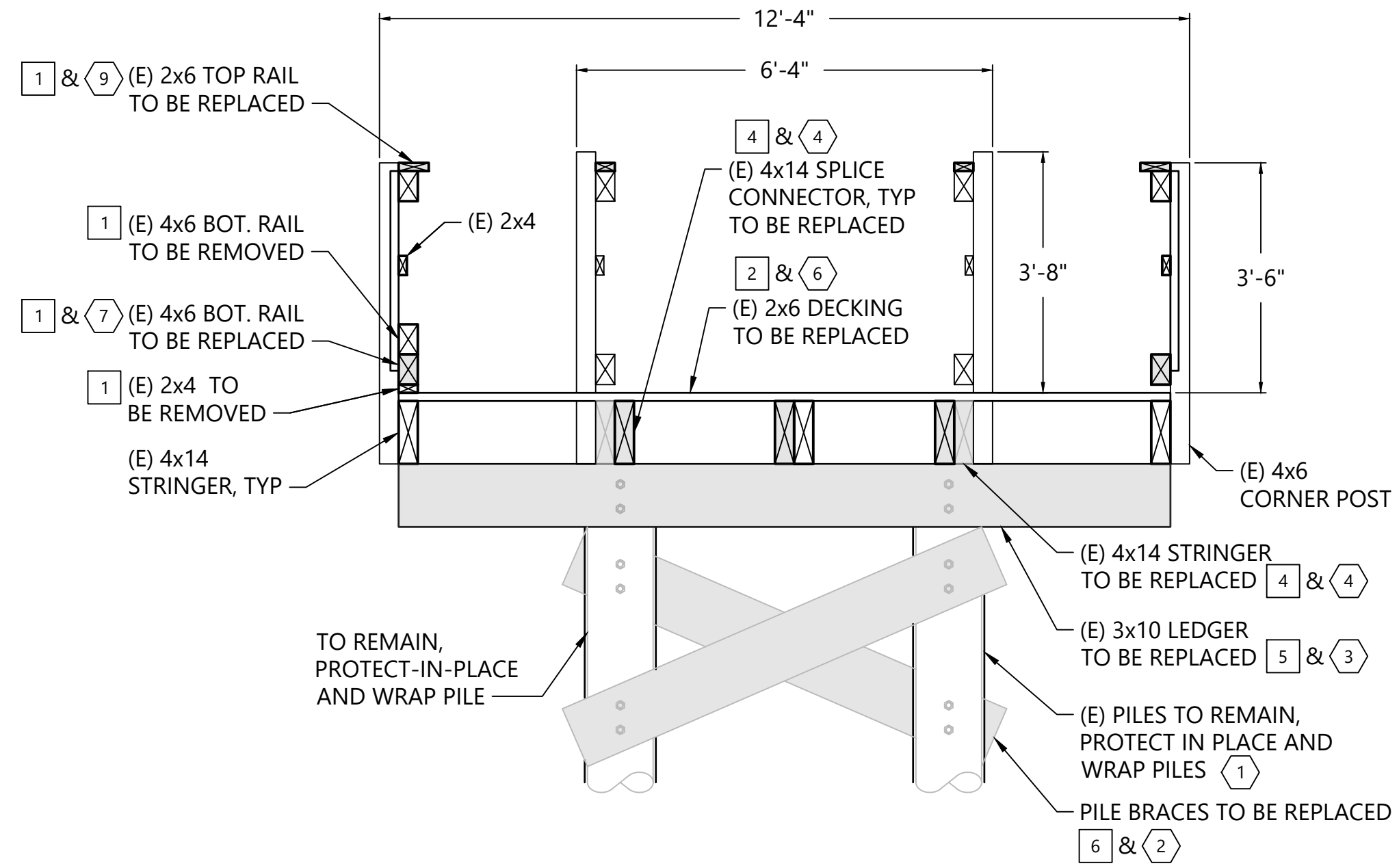
C02

SHEET # **4** OF **6**

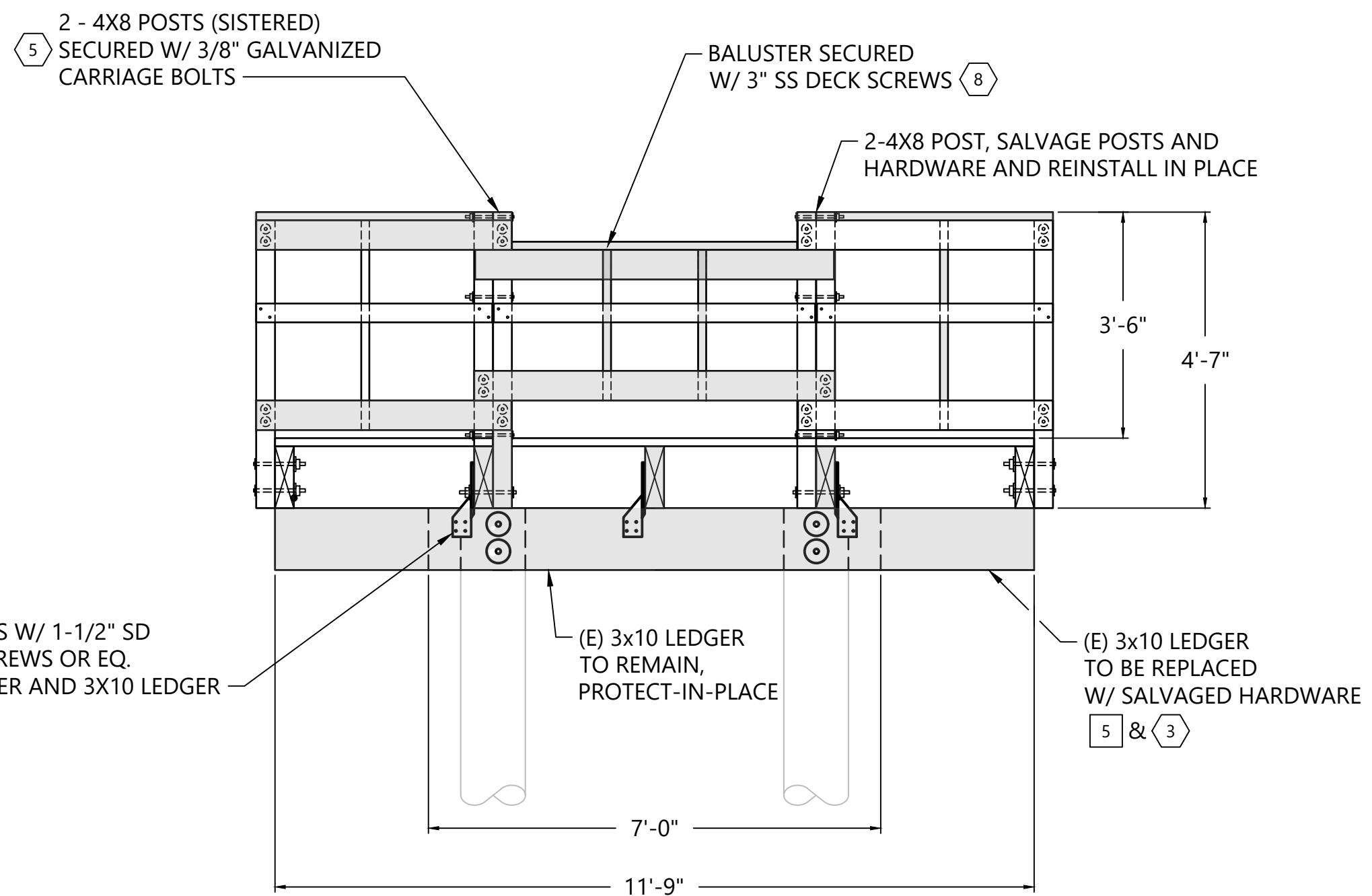
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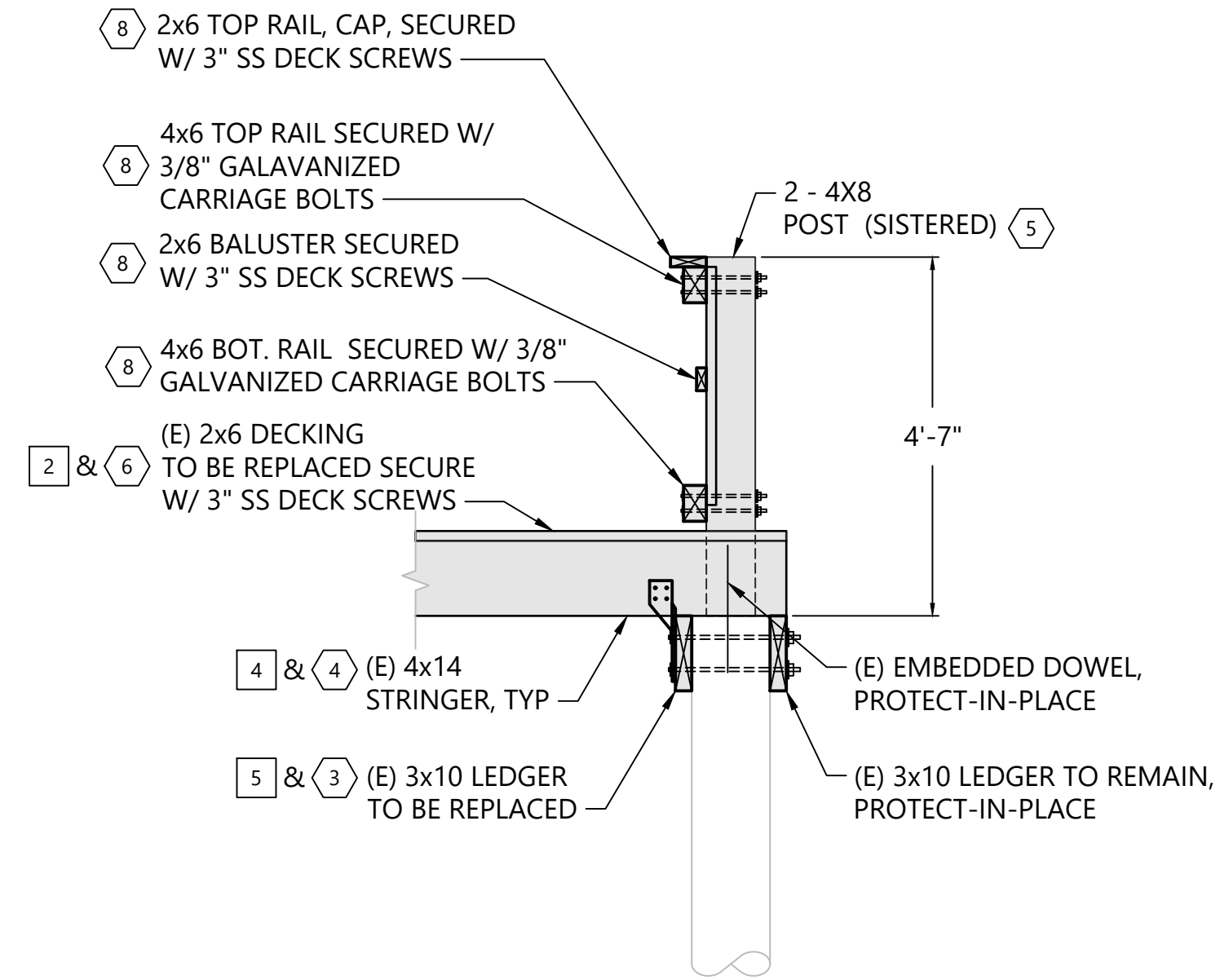
1 ENLARGED DECK FRAMING PLAN
SCALE: 3/8" = 1'-0"



A SECTION
SCALE: 1/2" = 1'-0"



B ELEVATION
SCALE: 1/2" = 1'-0"



C SECTION
SCALE: 1/2" = 1'-0"

DEMOLITION NOTES:

- 1 REMOVE TOP & BOT. RAIL BETWEEN BENTS 9 AND 10, ONLY.
- 2 REMOVE DECK BETWEEN BENTS 9 & 10, ONLY.
- 3 REMOVE 8x8 END POST ABOVE PILE B-10.
- 4 REMOVE CENTRAL 4x14 STRINGERS AND SPLICE CONNECTORS.
- 5 REMOVE 3x10 LEDGER
- 6 REMOVE 2x8 CROSS BRACES

CONSTRUCTION NOTES:

- 1 CONSTRUCT PILE WRAP PER SHEET C04, TYPICAL ALL PILES BENT 10, ONLY.
- 2 CONSTRUCT NEW FRP BRACING, TYPICAL BENT 10, ONLY.
- 3 CONSTRUCT NEW 3x10 LEDGER.
- 4 CONSTRUCT NEW 4x14 STRINGERS AND SPLICE CONNECTORS.
- 5 CONSTRUCT NEW 2 - 4x8 END POST ABOVE PILE A-10.
- 6 CONSTRUCT NEW FULL WIDTH 2x6 DECKING BETWEEN BENTS 9 AND 10, ONLY.
- 7 CONSTRUCT NEW 4x6 BOT. RAIL, TYPICAL BETWEEN BENTS 9 AND 10, ONLY.
- 8 CONSTRUCT NEW PRESSURE TREATED WOOD HANDRAIL TO MATCH EXISTING.
- 9 CONSTRUCT NEW 2x6 TOP RAIL, TYPICAL BETWEEN BENTS 9 AND 10, ONLY

ISSUED FOR BID



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: D. SHISHINO
 DRAWN BY: R. RAZONABLE
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 SCALE: AS NOTED
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**RIVERVIEW PARK
FISHING PIER REPAIRS**

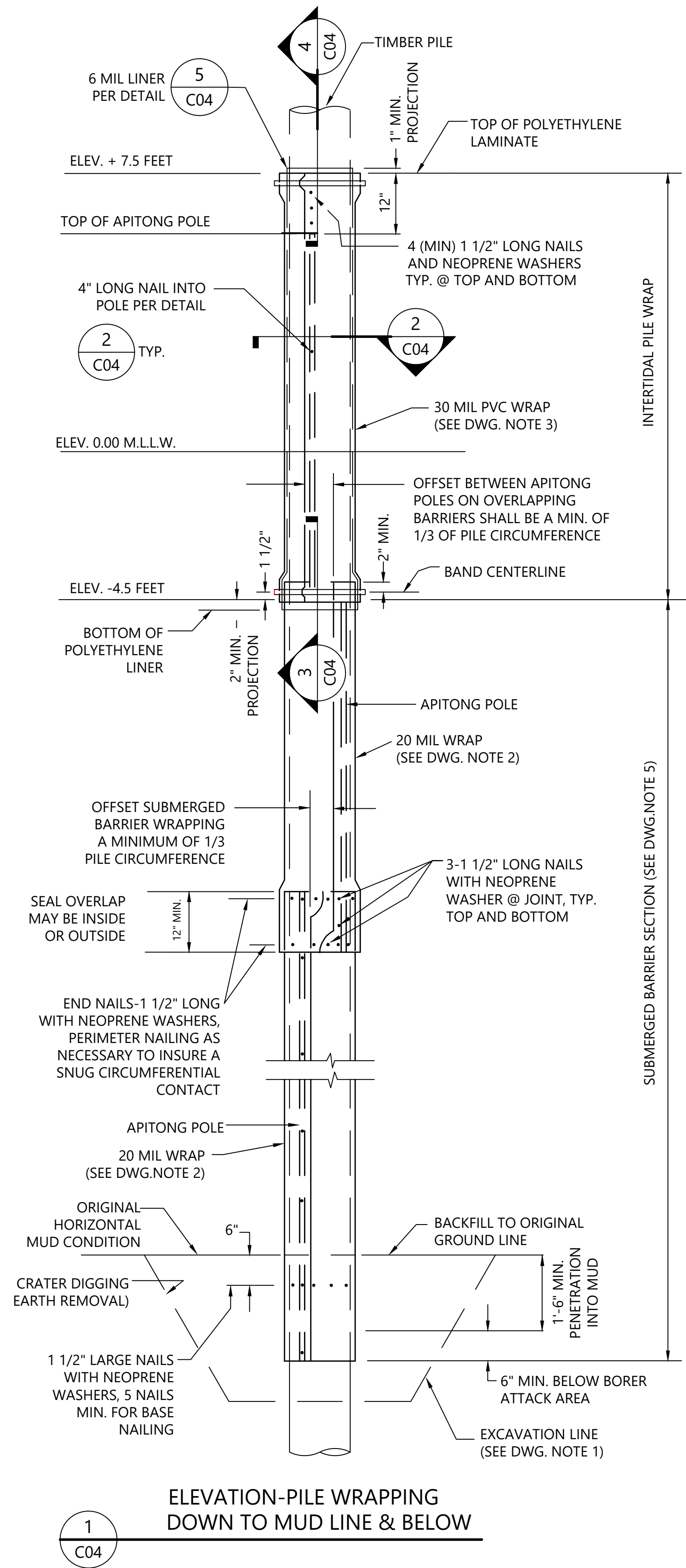
SECTIONS AND DETAILS

C03

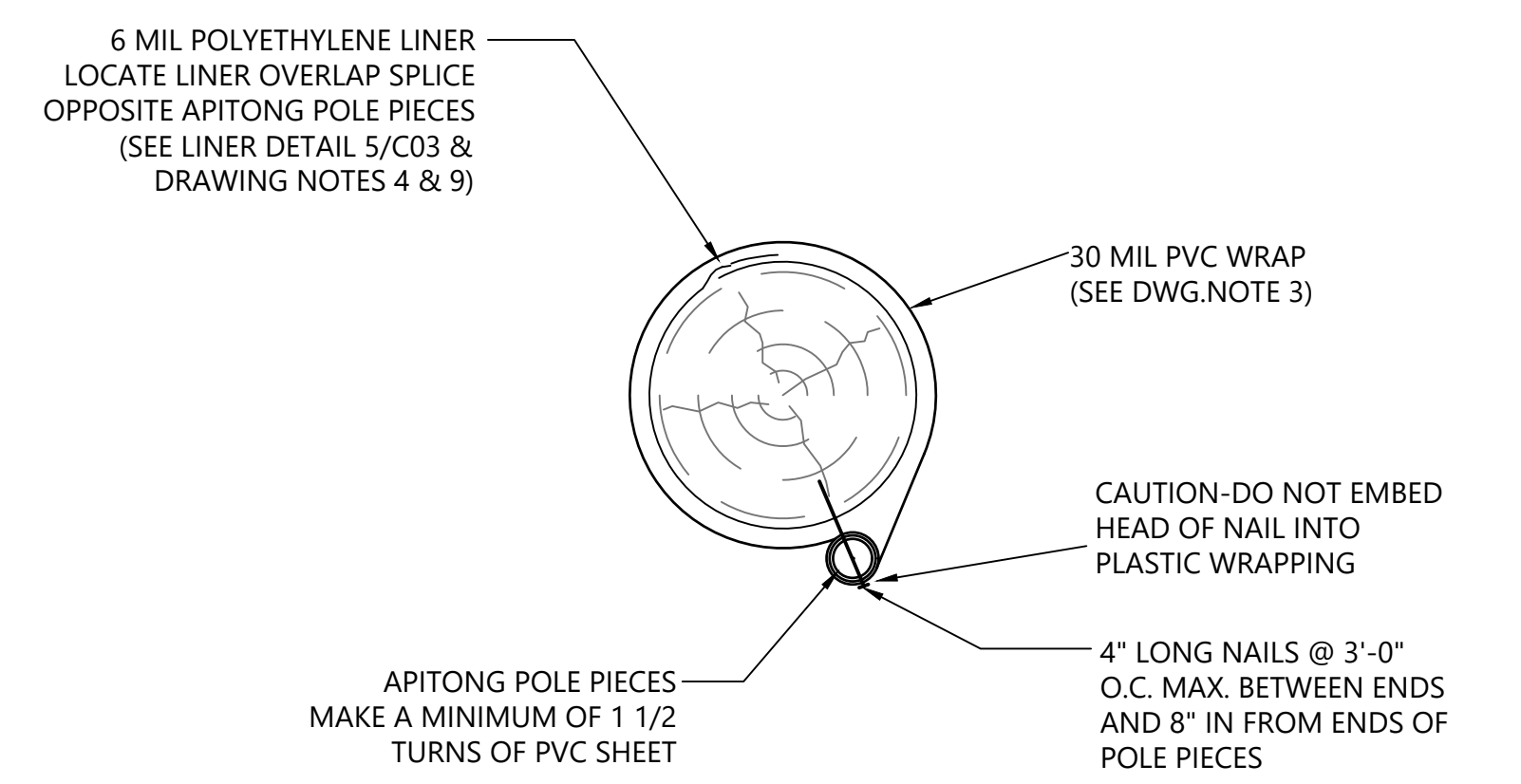
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PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE" INCH SCALE ACCORDINGLY

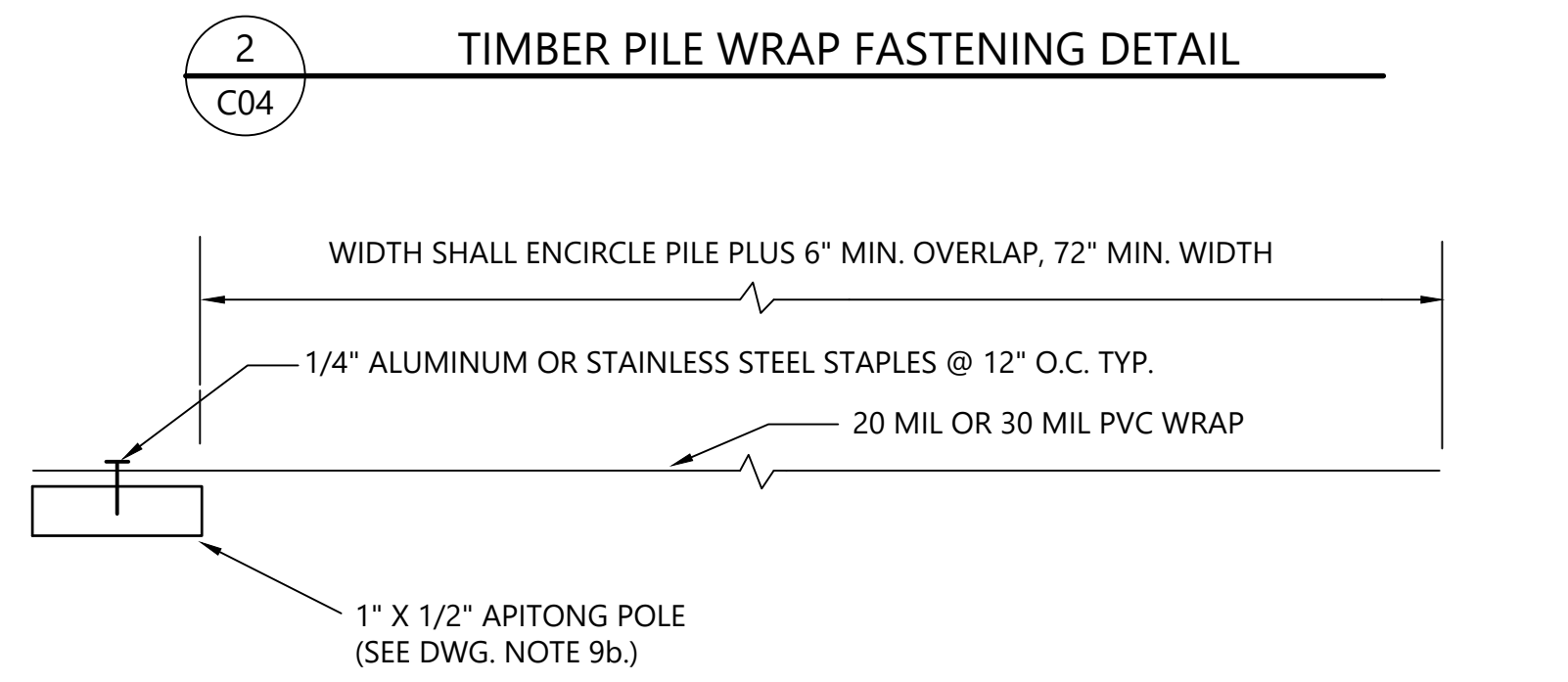
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May 29, 2025 10:54am razonable



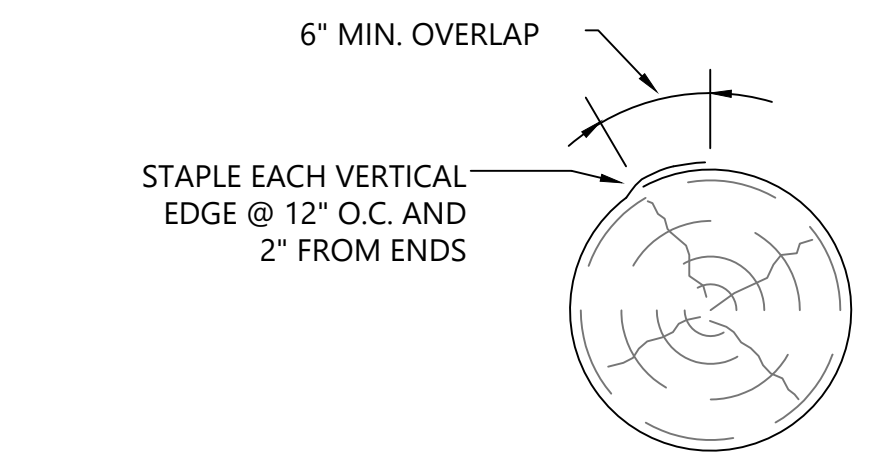
1
C04
ELEVATION-PILE WRAPPING
DOWN TO MUD LINE & BELOW



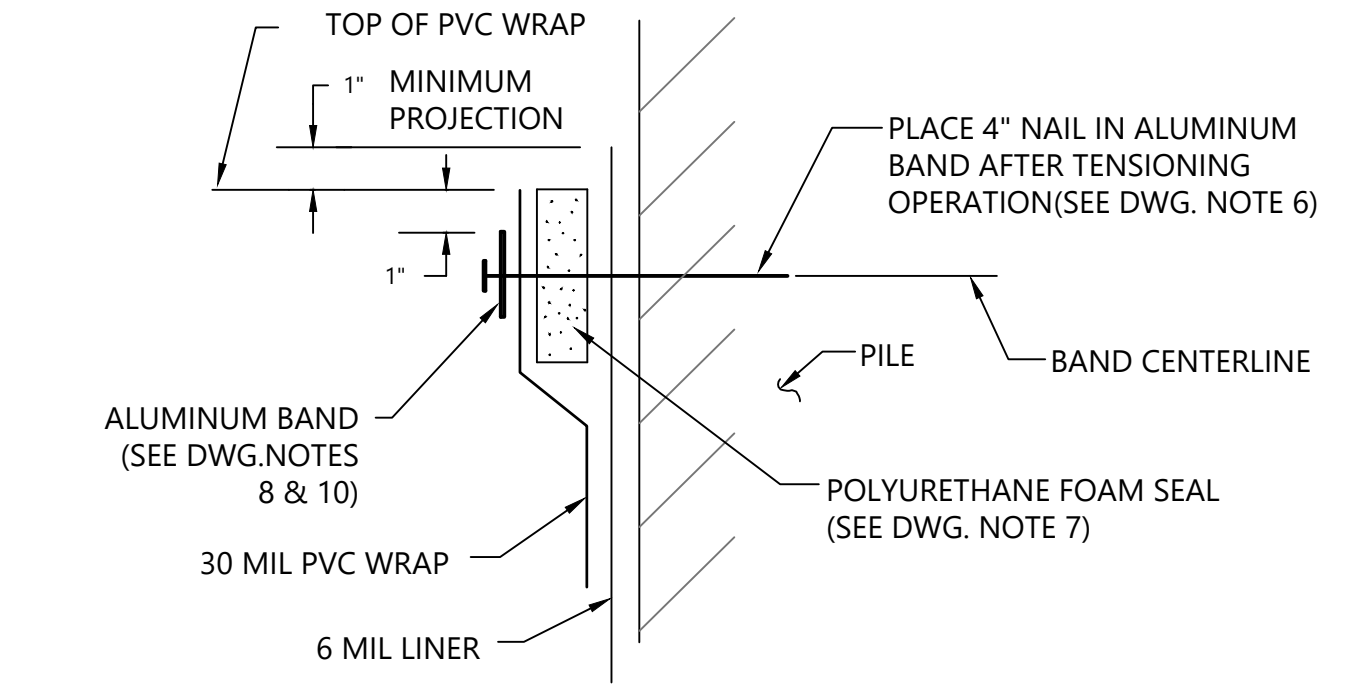
2
C04
TIMBER PILE WRAP FASTENING DETAIL



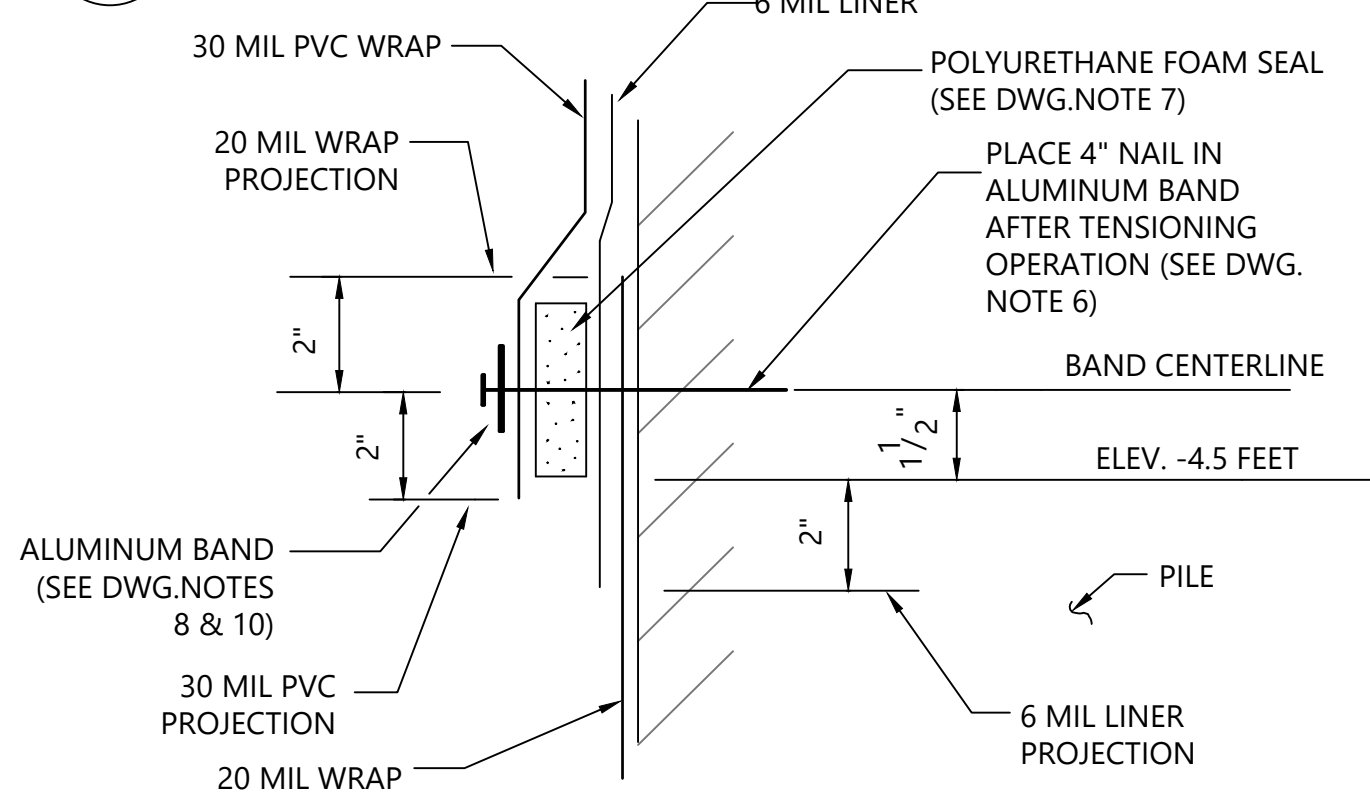
6
C04
PVC WRAP ASSEMBLY



5
C04
6 MIL POLYETHYLENE LINER INSTALLATION
(SEE DWG. NOTE 10)



4
C04
UPPER SEAL INTERTIDAL WRAPPING



3
C04
LOWER SEAL INTERTIDAL WRAPPING

DRAWING NOTES

1. MUD SEAL NOTES:
 - a. CRATER DIGGING SHOULD BE COMPLETED MANUALLY.
 - b. AFTER WRAPPING, BACKFILL CRATER WITH MUD TO ORIGINAL ELEVATION.
 - c. REMOVE ANY ROCK PRIOR TO PILE WRAPPING.
2. 20 MIL POLYETHYLENE PLASTIC BARRIER WRAPPING WITHOUT 6 MIL POLYETHYLENE LINER. (REFER TO POLA REFERENCE DRAWING NO.2-1915).
3. 30 MIL PVC PLASTIC BARRIER WRAPPING WITH 6 MIL POLYETHYLENE LINER (REFER TO POLA REFERENCE DRAWING NO. 2-1915).
4. 6 MIL POLYETHYLENE LINER (ROLL STOCK) 0.006\"/>

GENERAL NOTES

1. PLASTIC BARRIER WRAP SHALL BE AS NOTED IN "ELEVATION-PILE WRAPPING, DOWN TO MUD LINE AND BELOW".
2. PILES TO BE WRAPPED WILL BE INDICATED ON CONTRACT DRAWINGS OR IN THE SPECIFICATIONS.
3. PILE PREPARATION PRIOR TO WRAPPING-REFER TO SPECIFICATIONS.
4. FOR WRAPPINGS TO PILES, A 150 MIL WRAPPING SHALL BE INSTALLED OVER THE STANDARD WRAPPINGS IN THE INTERTIDAL ZONE ONLY.
5. ALL PLASTIC BARRIER ASSEMBLIES SHALL BE FURNISHED BY THE CONTRACTOR AND SHALL INCLUDE AS A MINIMUM:
 - a. FLEXIBLE PLASTIC SHEETS WITH ATTACHED POLES
 - b. BANDS AND FOAM SEALS FOR INTERTIDAL WRAPS,
 - c. PLASTIC POLE CLAMPS,
 - d. ALUMINUM NAILS 1 1/2\"/>
6. APITONG POLES CAN BE APITONG WOOD OR, COMPOSITE, OR OTHER UNTREATED BORER-RESISTANT POLE.

ISSUED FOR BID



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: D. SHISHINO
 DRAWN BY: R. RAZONABLE
 CHECKED BY: C. MANSOUR
 APPROVED BY: F. MASSABKI
 SCALE: AS NOTED
 DATE: MAY 29, 2025

**RIVERVIEW PARK
FISHING PIER REPAIRS**

DETAILS

C04

SHEET # **6** OF **6**

PLAN INTENDED TO BE VIEWED
IN COLOR. ADJACENT BLOCK IS
"BLUE"
ONE INCH
AT FULL SIZE. IF NOT ONE
INCH SCALE ACCORDINGLY

Appendix C

Water Meter Application



Construction Water Permit Fire Hydrant Water Meter

Fire Hydrant Meter #: _____ Date Issued: _____

Applicant/Company: _____ Tax ID: _____

Billing Address: _____ City/State/Zip: _____

Job Site: _____ Business License #: _____

Cell/Job Site Phone: _____ Office Phone: _____

Email Address: _____ Fax #: _____

Applicant Signature: _____ Print Name: _____

Meter Initial Reading: _____ Ccf Read by: _____
(Print Name)

Condition Upon Issuance: _____

Inspected By: _____

Date Returned: _____ Returned Reading: _____ Ccf

Condition Upon Return: _____

Inspected By: _____

Fire Hydrant Fees

(Resolution 17-13400)

	08/01/2022	01/01/2024	1/1/2025	1/1/2025	01/01/2027
Monthly Fixed Charge	\$330.00	\$340.00	\$360.00	\$380.00	\$485.00
Usage Charge	\$ 5.62 per CCF (748 gallons)	\$ 5.90 per CCF (748 gallons)	\$6.19 per CCF (748 gallons)	\$6.50 per CCF (748 gallons)	\$6.83 per CCF (748 gallons)
Deposit for Meter	\$ 1,200.00	(Refundable)			
Application Fee	\$ 35.00	(Non-refundable)			
Total Deposit	\$ 1,235.00				

Construction Water Permit Fire Hydrant Water Meter

All water to be used for construction purposes and drawn from a fire hydrant **MUST** be metered.

Picking Up a Hydrant Meter

1. Obtain a Construction Water Permit – Hydrant Meter Form from Pittsburg Water on the first floor of City Hall, 65 Civic Avenue.
2. Submit this completed form and pay fees according to the table .

Contractor Responsibilities:

1. All water to be used for construction purposes and drawn from a fire hydrant **MUST** be metered.
2. Contractor/Applicant **is responsible** to pay monthly fixed charges and a water usage charge which will be billed once a month, and after the meter is returned to Pittsburg Water. If account becomes delinquent, Public Works may request hydrant meter to be returned until account has been paid current.
3. The contractor/Applicant **is responsible** for reporting meter readings to Pittsburg Water during the **third week of every month**. **This form** and a **picture of the register** will need to be emailed to hydrants@pittsburgca.gov. If a meter reading is not provided by the **25th of each month**, a **\$37.00** verification meter reading fee will be charged to reimburse the city for the cost
4. The contractor **is responsible** to bring the hydrant meter to the Public Works Corporation Yard to have it officially read and tested every six months At this time, the condition of the meter will be checked, to determine if repairs are needed.
5. Contractor/Applicant **is responsible** for any and all damage to the meter and is required to keep the meter and register clean and free of obstructions which may affect the operation of the meter while issued to them.
6. Meters shall not be moved to another job site or taken outside city limits. Meters must be accessible to Public Works at all times.
7. Lost, stolen or severely damaged hydrant meters may result in the loss of deposit and/or additional charges to the applicant.
8. At any point Public Works could require the meter to be tested for accuracy.

PLEASE KEEP METERS INSIDE VEHICLES WHEN NOT IN USE. IF REGISTER ROLLS BACKWARDS EXTRA FEES MAY APPLY.

By signing below, I have read and understand all the rules and regulations regarding my hydrant meter.

Signature: _____

Date: _____

Appendix D

Regulatory Permits



DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA 94102

December 15, 2023

Regulatory Division

Subject: File Number SPN-2023-00318

Ms. Sara Bellafronte
City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
sbellafronte@pittsburgca.gov

Dear Ms. Bellafronte:

This correspondence is in reference to your submittal of July 25, 2023, concerning Department of the Army (DA) authorization for the City of Pittsburg Riverview Park Fishing Pier Repair Project located at Riverview Park in the City of Pittsburg, Contra Costa County, California; Latitude 38.041711153052°, Longitude -121.890701706889°.

Work within U.S. Army Corps of Engineers (Corps) jurisdiction will include the structural repairs of Riverview Park Fishing Pier, occurring both within and above traditionally navigable waters. Work occurring within the water column will include the installation of high-density polyethylene (HDPE) pile wraps on two piles for preventative maintenance against marine borers. Divers will install the HDPE wrap (with petroleum-impregnated tape) around both existing piles from mudline to top of pile. Overwater work will include the installation of fiber-reinforced plastic (FRP) cross-braces between the piles and the in-kind replacement of timber decking at the Northern terminus of the pier. Small water vessels will be used to facilitate access to repair sites, and will tie off to existing pier pilings rather than using bottom anchors. The project will not involve the discharge of fill material. All work shall be completed in accordance with the plans and drawings titled: "USACE File ID SPN-2023-00318, City of Pittsburg Riverview Park Fishing Pier Repair, City of Pittsburg, Contra Costa County, California" dated August 1, 2023, in 5 sheets, provided as enclosure 1.

Section 404 of the Clean Water Act (CWA) generally regulates the discharge of dredged or fill material below the plane of ordinary high water in non-tidal waters of the United States, below the high tide line in tidal waters of the United States, and within the lateral extent of wetlands adjacent to these waters. Section 10 of the Rivers and Harbors Act (RHA) generally regulates construction of structures and work, including excavation, dredging, and discharges of dredged or fill material occurring below the plane of mean high water in tidal waters of the United States; in former diked baylands currently below mean high water; outside the limits of mean high water but affecting the navigable capacity of tidal waters; or below the plane of ordinary high water in non-tidal waters designated as navigable waters of the United States. Navigable waters of the United States generally include all waters subject to the ebb and flow of the tide; and/or

all waters presently used, or have been used in the past, or may be susceptible for future use to transport interstate or foreign commerce.

Based on a review of the information in your submittal, the project qualifies for authorization under Department of the Army Nationwide Permit (NWP) 3 for Maintenance (86 Fed. Reg. 73522, December 11, 2021), pursuant to Section 10 of the Rivers and Harbors Act (RHA) of 1899, as amended (33 U.S.C. § 403 et seq.). The project must be in compliance with the terms of the NWP, the general conditions of the Nationwide Permit Program, and the San Francisco District regional conditions cited on our website (www.spn.usace.army.mil/Missions/Regulatory/Permitting/Nationwide/). You must also be in compliance with any special conditions specified in this letter for the NWP authorization to remain valid. Non-compliance with any term or condition could result in the revocation of the NWP authorization for your project, thereby requiring you to obtain an Individual Permit from the Corps. This NWP authorization does not obviate the need to obtain other State or local approvals required by law.

This verification will remain valid until March 14, 2026, unless the NWP authorization is modified, suspended, or revoked. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon a NWP will remain authorized provided the activity is completed within 12 months of the date of a NWP expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 C.F.R. § 330.4(e) and 33 C.F.R. § 330.5(c) or (d). This verification will remain valid if, during the time period between now and March 14, 2026, the activity complies with any subsequent modification of the NWP authorization. The Chief of Engineers will periodically review NWPs and their conditions and will decide to modify, reissue, or revoke the permits. If a NWP is not modified or reissued within five years of its effective date, it automatically expires and becomes null and void. It is incumbent upon you to remain informed of any changes to the NWPs. Changes to the NWPs would be announced by Public Notice posted on our website (www.spn.usace.army.mil/Missions/Regulatory/Public-Notices.aspx). Upon completion of the project and all associated mitigation requirements, you shall sign and return the Certification of Compliance, enclosure 2, verifying that you have complied with the terms and conditions of the permit.

You shall comply with all terms and conditions set forth by the “Notice of Applicability for Enrollment of the City of Pittsburg Riverview Park Fishing Pier Repair Project under the General Waste Discharge Requirements and Water Quality Certification for Construction and Maintenance of Overwater Structures, Contra Costa County,” issued by the San Francisco Bay Regional Water Quality Control Board on September 25, 2023, (enclosure 3). You shall consider such conditions to be an integral part of the NWP authorization for your project.

This authorization will not be effective until you have obtained a concurrence from the San Francisco Bay Conservation and Development Commission that your project will comply with California's Coastal Zone Management Act. If the Commission fails to act on a valid request for concurrence with your certification within six months after receipt, the Corps will presume a concurrence has been obtained. You shall submit a copy of the concurrence to the Corps prior to the commencement of work.

General Condition 18 stipulates that project authorization under a NWP does not allow for the incidental take of any federally-listed species in the absence of a biological opinion with incidental take provisions. As the principal federal lead agency for this project, the Corps initiated consultation with the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) to address project related impacts to listed species, pursuant to Section 7(a) of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 *et seq.* By letter of August 21, 2023, cited in enclosure 4, the USFWS concurred with the determination that this project was not likely to adversely affect delta smelt (*Hypomesus transpacificus*), longfin smelt (*Spirinchus thaleichthys*), or designated critical habitat for delta smelt. By letter of December 4, 2023, cited in enclosure 5, the NMFS concurred with the determination that the project was not likely to adversely affect North American green sturgeon (*Acipenser medirostris*), Central California Coast and California Central Valley steelhead (*Oncorhynchus mykiss*), Sacramento River winter-run and Central Valley spring run Chinook salmon (*Oncorhynchus tshawytscha*), or designated critical habitat for these species.

The Corps also initiated consultation with the NMFS to address project related impacts to Essential Fish Habitat (EFH) for various life stages of fish species managed with the Pacific Salmon Fishery Management Plan (FMP), Pacific Groundfish FMP, and Coastal Pelagic FMP, pursuant to the Magnuson-Stevens Fishery Conservation and Management Act of 1996, as amended, 16 U.S.C. § 1801 *et seq.* NMFS did not issue any additional conservation recommendations for EFH.

In order to ensure compliance with this NWP authorization, the following special conditions shall be implemented:

1. The USFWS concurred with the determination that the project was not likely to adversely affect delta smelt (*Hypomesus transpacificus*), longfin smelt (*Spirinchus thaleichthys*), and designated critical habitat for delta smelt. The NMFS concurred with the determination that the project was not likely to adversely affect Sacramento River winter-run and Central Valley spring-run Chinook salmon (*Oncorhynchus tshawytscha*), Central California Coast and California Central Valley Steelhead (*Oncorhynchus mykiss*), Southern green sturgeon (*Acipenser medirostris*), and designated critical habitat for these

species. The concurrences from USFWS and NMFS were premised, in part, on project work restrictions and the description of the proposed action outlined in enclosures 4 and 5, respectively. These work restrictions are incorporated as special conditions to the NWP authorization for your project to ensure unauthorized incidental take of species and loss of critical habitat does not occur.

2. Any waste material that enters the water or the bay bottom shall be removed immediately.
3. All material and debris generated as a result of project construction shall be removed from the site and disposed of in an approved location outside of Corps jurisdiction. Temporary fills and stockpiles shall be completely removed from the project area at project completion.
4. All appropriate best management practices shall be implemented throughout the project site to help minimize sediment disturbance and suspension within the water.
5. All staging, maintenance, and storage of heavy machinery shall be conducted in such a location and manner that no fuel, oil, or other petroleum products may run off or be washed by rainfall into the water.

You may refer any questions on this matter to Isabella Fenstermaker by telephone at 415-503-6680 or by e-mail at isabella.r.fenstermaker@usace.army.mil. All correspondence should be addressed to the Regulatory Division, Branch, referencing the file number at the head of this letter.

The San Francisco District is committed to improving service to our customers. The Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner while preserving and protecting our nation's aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website: www.spn.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,



Digitally signed by Katerina Galacatos
Date: 2023.12.15 14:32:36 -08'00'

Katerina Galacatos, Ph.D.
South Branch Chief, Regulatory Division

Enclosures

cc:

CA RWQCB, Oakland CA (Attn. Katie Hart, kathryn.hart@waterboards.ca.gov)
Anchor QEA, LLC., San Francisco, CA (Attn: Kara Dewhurst,
kdewhurst@anchorqea.com; Joshua Burnam, jburnam@anchorqea.com)
NOAA NMFS, Santa Rosa, CA (Attn. Alison Weber-Stover,
alison.weber-stover@noaa.gov)
USFWS, Sacramento, CA (Attn. Kim Squires, kim_squires@fws.gov)



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



January 5, 2024

Sarah Bellafronte
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Dear Ms. Sarah Bellafronte:

**Notification of Lake or Streambed Alteration, Notification No. EPIMS-CCA-41132-R3,
Riverview Park Fishing Pier Repair Project impacting the San Joaquin River, tributary to
Suisun Bay**

The California Department of Fish and Wildlife (CDFW) had until December 18, 2023, to submit a draft Lake or Streambed Alteration Agreement (Agreement) to you or inform you that an Agreement is not required. CDFW did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

Please note that pursuant to Fish and Game Code section 1602, subdivision (a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received by CDFW in writing prior to September 18, 2023. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify CDFW before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

Your notification includes, but is not limited to, the following information:

- Project activities will occur at 2 Riverview drive, Pittsburg, CA 94565 (Latitude 38.041730, Longitude -121.890697).
- Project activities will occur in the years 2023 to 2027.
- Project activities will include repair of a fire-damaged portion of the end of the Riverview Park Fishing Pier and wrapping of piles with high-density polyethylene (HDPE) to prevent further marine borer damage, installation of above-water fiber-reinforced plastic (FRP) cross braces between the piles. Pier the area of repair is 14 feet 3 inches long by 12 feet 4 inches wide or approximately 171 sq ft of the pier. No dredging, pile installation, or pile removal would be required as part of the proposed project, and the proposed project would entail no new fill. Rocks at the mudline near the two piles being repaired would be temporarily removed, and sand or mud would be excavated by hand by a diver to a minimum of 12 inches below grade to allow proper encapsulation of the piles. Additionally, the diver would carefully remove sand or mud from the mudline at the base of the piles to ensure sufficient area is exposed to install the wrap.
- All treated timber members would be pre-measured and cut landside and brought to the construction site to eliminate dust and contaminants that would be released from cutting above-water.

Conserving California's Wildlife Since 1870

Ms. Sarah Bellafronte

January 5, 2024

Page 2 of 3

- Removal of the existing cross-braces and demolished timber components would require work from a barge/small vessel alongside the Pier and would span approximately 30 days. All of this work would be overwater, not in-water.
- All construction-related equipment would be inspected daily and maintained in good working order to minimize the potential for hazardous waste spills. Current hazardous material spill prevention and cleanup plans would be maintained on site. Hydraulic attachments would be placed on plywood and covered with plastic or a comparable material prior to the onset of rain to prevent run-on and runoff.
- Adequate erosion control supplies would be kept on site and used during all construction activities to ensure that materials are kept out of waterbodies.
- A Biological Monitor shall be on-site during initial ground disturbance; placement of bank stabilization materials, such as RSP; in-water excavation; and handling of hazardous materials adjacent to, on, or over the channel. A Construction Monitor shall be present for all other project activities.
- Project personnel or motorized equipment shall not harass, herd, or drive at any wildlife. Harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding, or sheltering. Project personnel and equipment shall not cause displacement of wildlife into roadways or open areas lacking cover from aerial predators. Any wildlife encountered during the course of project activities shall be given a buffer and allowed to leave the project area unharmed and of their own volition.

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, Fish and Game Code sections 2080 *et seq.* (species listed as threatened or endangered, or a candidate for listing under the California Endangered Species Act); section 1908 (rare native plants); sections 3511, 4700, 5050, and 5515 (fully protected species); section 3503 (bird nests and eggs); section 3503.5 (birds of prey); section 5650 (water pollution); section 5652 (refuse disposal into water); section 5901 (fish passage); section 5937 (sufficient water for fish); and section 5948 (obstruction of stream).

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your notification with all attachments available at all times at the work site.

If you have questions regarding this letter, please contact Sabrina Dunn, Environmental Scientist, at (707) 428-2069 or by email at Sabrina.Dunn@wildlife.ca.gov.

Sincerely,
DocuSigned by:

Melissa Farinha

035E89A0361731
Melissa Farinha

Environmental Program Manager

ec: California Department of Fish and Wildlife
Sabrina Dunn, Environmental Scientist
Bay Delta Region
Sabrina.Dunn@wildlife.ca.gov

Ms. Sarah Bellafronte
January 5, 2024
Page 3 of 3

Anchor QEA
Josh Burnam
jburnam@anchoragea.com

Anchor QEA
Kara Dewhurst
kdewhurst@anchoragea.com



GAVIN NEWSOM
GOVERNOR



YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION

San Francisco Bay Regional Water Quality Control Board

Sent via electronic mail: No hard copy will follow

September 25, 2023
Place ID 889612
RM 453623

City of Pittsburg
65 Civic Avenue
Pittsburg, CAA 94565
Attn: Sara Bellafronte, sbellafronte@pittsburgca.gov

Subject: Notice of Applicability for Enrollment of the City of Pittsburg Riverview Park Fishing Pier Repair Project under the General Waste Discharge Requirements and Water Quality Certification for Construction and Maintenance of Overwater Structures, Contra Costa County

Dear Ms. Bellafronte:

On July 24, 2023, the City of Pittsburg (Applicant) provided the San Francisco Bay Regional Water Quality Control Board (Water Board) a Notice of Intent (NOI) to enroll the City of Pittsburg Riverview Park Fishing Pier Repair Project (Project) for coverage under the state's certification of Nationwide Permit 3a (*Maintenance*). After review of the NOI we determined that the Project qualifies for coverage under the subject General Order ([Order No. R2-2018-0009](#)) (General Certification). The full application fee of \$2,734 was paid in full on September 20, 2023, and was calculated as "Category E – *Low Impact Discharge*."

Project: The Project is located on Riverview Park Drive, on the shore of the Sacramento-San Joaquin Delta in the City of Pittsburg (City) (lat. 38.041730, long. -121.890697). The purpose of the Project is to return the approximately 150-foot-long pier to usable condition and ensure continued safe access to City residents and users of the Riverview Park.

The above-water portions of the fishing pier were damaged during a recent fire and require repair and replacement. Additionally, the piles under the pier have degraded over the years and require repair. The Project will involve in-kind replacement of damaged portions of the pier and of above-water fiber-reinforced plastic cross-braces between the piles as well as installation of new high-density polyethylene plastic pile (HDPE) wraps around the piles. No dredging, pile installation, or pile removal will occur.

JAYNE BATTEY, CHAIR | EILEEN WHITE, EXECUTIVE OFFICER

The work will occur primarily at the northern end of the structure where an approximately 100-square-foot platform is situated.

Timber replacement will occur between Bents 9 and 10 at the end of the pier. The fire damage includes numerous small areas of scorched wood across the deck so repairs will require removal and replacement of all of the decking on the platform. The damaged portions of the pier will be reconstructed in-kind, and removed sections will be replaced with pressure-treated timber and galvanized steel hardware.

Pressure-treated timber elements of the pier will use marine-grade, non-leaching preservative (likely ammoniacal copper zinc arsenate (ACZA)), which will be applied by the lumber supplier before the lumber and timbers arrive at the site. None of the treated sections will be fully submerged in water. All treated timber members will be pre-measured and cut landside and brought to the construction site to eliminate dust and contaminants that could be released from cutting above-water. Removal of the existing cross-braces and demolished timber components will require work from a barge/small vessel alongside the pier and will span approximately 30 days.

Two piles at Bent 10 will be repaired by divers using HDPE wrap from the mudline to the top of pile or, at minimum, the bottom of the three-by-ten-inch ledgers. Rocks at the mudline will be temporarily removed, and sand or mud will be excavated to a minimum of 12 inches below grade to allow proper encapsulation of the piles. This limited in-water work will occur over two weeks and will be conducted by hand or using small equipment with a diver. Given that removal of the rock will be completed by hand, turbidity impacts are not expected. There is no eelgrass in the Project area per the latest California Department of Fish and Wildlife mapping, and depths at the pile repair location are not shallow enough for eelgrass presence. Existing cross-braces will be removed to perform pile wrap work. Once repairs are complete, rocks and substrate will be replaced, and new cross-braces will be installed. All work will be completed in accordance with the plans included in the NOI, *Riverview Park Fishing Pier Repairs* (Anchor QEA, May 2023).

The Project is required to implement all necessary Best Management Practices (BMPs) to fully avoid and minimize impacts to waters of the State and fully comply with the requirements in the General Certification.

The Executive Officer finds that the Project meets the eligibility criteria of the General Certification, and accordingly, hereby authorizes coverage of the Project under the General Certification. The following additional condition shall apply:

1. No later than 30 days after Project completion, the Applicant shall submit to the Water Board a Notice of Completion (NOC) and shall demonstrate that the Project has been carried out in accordance with the Project description provided in the Application. The NOC must include a map of the project location, final boundaries of the project area, and pre- and post-project photographs. Each

photograph shall include a descriptive title, date taken, and photographic site identification. The NOC shall include the Project name, RM 453623, and shall be submitted via email RB2-401Reports@waterboards.ca.gov or by mail to the attention of 401 Certification Reports at the Water Board (see address on the letterhead).

Please be advised that failure to comply with all the provisions in the attached General Certification is a violation of state law and is subject to administrative civil liability pursuant to California Water Code Section 13350. Failure to meet any condition of this Certification may subject you to civil liability imposed by the Water Board to a maximum of \$5,000 per day of violation or \$10 for each gallon of waste discharged in violation of the Certification.

If you have any questions, please contact Kathryn Hart at (510) 622-2356 or by e-mail to Kathryn.Hart@waterboards.ca.gov.

Sincerely,



Digitally signed by
Keith H. Lichten,
Division Manager
Date: 2023.09.24
14:30:34 -07'00'

for Eileen White
Executive Officer

Enc.: General Waste Discharge Requirements and Water Quality Certification for the Construction and Maintenance of Overwater Structures (link [Order No. R2-2018-0009](#))

cc: State Board, DWQ, stateboard401@waterboards.ca.gov
Water Board, Victor Aelion, victor.aelion@waterboards.ca.gov
U.S. Army Corps:
Katerina Galacatos, Katerina.Galacatos@usace.army.mil
U.S. EPA:
Jennifer Sui, siu.jennifer@epa.gov
EPA 401 Mailbox, r9cwa401@epa.gov
Anchor QEA, LLC, Josh Burnam, jburnam@anchorqea.com



United States Department of the Interior



FISH AND WILDLIFE SERVICE
San Francisco Bay-Delta Fish & Wildlife Office
650 Capitol Mall, Suite 8-300
Sacramento, California 95814-4700

In reply refer to:
2023-0117940-S7-001

August 21, 2023

Katerina Galacatos, Ph.D.
South Branch Chief
Regulatory Division
U.S. Army Corps of Engineers
San Francisco District
450 Golden Gate Avenue
San Francisco, California 94102-3406

Subject: Informal Section 7 Conference and Consultation on the Riverview Park Fishing Pier Repair Project, City of Pittsburg, Contra Costa County, California (U.S. Army Corps of Engineers File Number: SPN-2023-00318)

Dear Dr. Galacatos:

This letter is in response to the U.S. Army Corps of Engineers' (Corps') August 16, 2022, letter requesting initiation of informal consultation and conference with the U.S. Fish and Wildlife Service (Service) for the City of Pittsburg's Riverview Park Fishing Pier Repair Project (proposed project), in the City of Pittsburg, Contra Costa County, California. The Corps determined the proposed project may affect but is not likely to adversely affect the federally threatened delta smelt (*Hypomesus transpacificus*) and its critical habitat and the federally proposed as endangered San Francisco Bay-Delta distinct population segment (DPS) of the longfin smelt (*Spirinchus thaleichthys*). Critical habitat for the longfin smelt has not been proposed. This response is provided under the authority of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*) (Act), and in accordance with the implementing regulations pertaining to interagency cooperation (50 CFR § 402).

In considering your request, we have based our evaluation on the following: (1) the Corps' August 16, 2023, letter with enclosed documents; and (2) other information available to the Service.

Proposed Project Description

The City of Pittsburg is proposing to conduct structural repairs to the Riverview Park Fishing Pier (Pier) on the shore of the Sacramento-San Joaquin Delta. Above-water portions of

the Pier were damaged during a recent fire and require repair and replacement. Additionally, the piles under the Pier have degraded over years of use and require repair, specifically pile wrapping to protect against marine borers and to keep the piles in use for the future. The proposed project would entail in-kind replacement of damaged portions of the Pier and of above-water fiber-reinforced plastic cross-braces between the piles as well as installation of new high-density polyethylene (HDPE) plastic pile wraps around the piles. No dredging, pile installation, or pile removal would be required as part of the proposed project, and the proposed project would entail no new fill.

Structural Repairs

Timber replacement would occur only at the end platform of the Pier, between Bent 9 and Bent 10. Repairs would require temporary removal of all of the decking on the platform, because the fire damage includes numerous small areas of scorched wood across the deck. Removal of the entire deck allows access for the removal of the three internal stringers in addition to all other structural members and handrail beams damaged by the fire. Existing bolt hardware removed during demolition would be salvaged for reutilization. The damaged portions of the Pier would be reconstructed in-kind, and removed sections would be replaced like-for-like with pressure-treated timber and galvanized steel hardware. Pressure-treated timber elements of the Pier would use modern marine-grade, non-leaching preservative (likely ammoniacal copper zinc arsenate or another preservative approved for use by the State of California), which would be applied by the lumber supplier before the lumber and timbers arrive at the site. None of the treated sections would be fully submerged in water; rather, the only contact with water would come from occasional splashing. Metal fasteners would not leach zinc or other chemicals into river waters.

All treated timber members would be pre-measured and cut landside and brought to the construction site to eliminate dust and contaminants that would be released from cutting above-water. Removal of the existing cross-braces and demolished timber components would require work from a barge/small vessel alongside the Pier and would span approximately 30 days. This work would be conducted above-water, not in-water.

Pile Repairs

Two piles located at the end of the Pier, at Bent 10, would undergo repair by divers. The proposed repairs would entail installing HDPE wrap (with petroleum-impregnated tape) around both existing piles from mudline to top of pile or, at minimum, the bottom of the three-by-ten-inch ledgers. Rocks would be temporarily removed, and sand or mud would be excavated to a minimum of 12 inches below grade to allow proper encapsulation of the piles. Existing cross-braces would be removed to perform pile wrap work. The repairs would require an estimated 2 weeks of diving for installation. Once repairs are complete, rocks and substrate would be replaced, and new cross-braces would be installed.

Conservation Measures

1. The contractor would fully understand and adhere to the terms and conditions of approvals and permits obtained, as well as all proposed project best management

practices.

2. All construction activities would occur within the designated proposed project footprint.
3. Netting, sandbags, tarps, or other forms of barriers would be placed around staging areas to prevent debris from entering the water.
4. If debris reaches the water, personnel in workboats would immediately retrieve the debris for proper handling and disposal.
5. All debris and trash would be collected and disposed of in appropriate waste containers by the end of each construction day. Discharge of hazardous materials into the proposed project site would be prohibited.
6. All construction-related equipment would be inspected daily and maintained in good working order to minimize the potential for hazardous waste spills. Current hazardous material spill prevention and cleanup plans would be maintained on site. Hydraulic attachments would be placed on plywood and covered with plastic or a comparable material prior to the onset of rain to prevent run-on and runoff.
7. Construction material that could wash or blow away would be covered every night and during any rainfall event.
8. Construction materials would be stored in an area that does not freely drain to the water, is free from standing water and wet soil, and is protected from rain. If necessary, materials would be stored on skids or support timbers to kept off the ground.
9. Adequate erosion control supplies would be kept on site during all construction activities to ensure that materials are kept out of waterbodies.

The Service concurs with the Corps' determination that the proposed project may affect but is not likely to adversely affect the threatened delta smelt and its critical habitat and the proposed longfin smelt. This conclusion is based on: (1) the minimal and temporary localized in-water work by divers over approximately 2 weeks is not likely to rise above baseline conditions in an area with boat traffic and fishing; (2) any disturbed substrate will be replaced; (3) all in-water work will be done by hand by divers and will not require pile driving; (4) the pile repairs would result in no permanent change in overwater coverage or in-water fill; and (5) the implementation of the proposed *Conservation Measures* to minimize contaminants entering the water.

REINITIATION – CLOSING STATEMENT

This concludes informal consultation on the Riverview Park Fishing Pier Repair Project. As provided in 50 CFR § 402.16,

(a) Reinitiation of consultation is required and shall be requested by the Federal agency or by the

Service, where discretionary Federal involvement or control over the action has been retained or is authorized by law and:

- (1) If the amount or extent of taking specified in the incidental take statement is exceeded;
- (2) If new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered;
- (3) If the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in the biological opinion or written concurrence; or
- (4) If a new species is listed or critical habitat designated that may be affected by the identified action.

(b) An agency shall not be required to reinitiate consultation after the approval of a land management plan prepared pursuant to 43 U.S.C. 1712 or 16 U.S.C. 1604 upon listing of a new species or designation of new critical habitat if the land management plan has been adopted by the agency as of the date of listing or designation, provided that any authorized actions that may affect the newly listed species or designated critical habitat will be addressed through a separate action-specific consultation. This exception to reinitiation of consultation shall not apply to those land management plans prepared pursuant to 16 U.S.C. 1604 if:

- (1) Fifteen years have passed since the date the agency adopted the land management plan prepared pursuant to 16 U.S.C. 1604; and
- (2) Five years have passed since the enactment of Public Law 115-141 [March 23, 2018] or the date of the listing of a species or the designation of critical habitat, whichever is later.

Please address any questions or concerns regarding this response to Kim Squires, Section 7 Division Manager via email at Kim_Squires@fws.gov. Please refer to the Service File Number: 2023-0117940-S7-001 in any future correspondence regarding this project.

Sincerely,

JANA
AFFONSO



Digitally signed by JANA
AFFONSO
Date: 2023.08.21
13:41:23 -07'00'

Jana Affonso
Assistant Field Supervisor



**UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration**

NATIONAL MARINE FISHERIES SERVICE
West Coast Region
777 Sonoma Avenue, Room 325
Santa Rosa, California 95404-4731

December 4, 2023

Refer to NMFS No: WCRO-2023-02019

James Mazza
Chief, Regulatory Division
U.S. Department of the Army
San Francisco District, Corps of Engineers
450 Golden Gate Avenue, 4th Floor, Suite 0134
San Francisco, California 94102-3406

Re: Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Riverview Park Fishing Pier Repair Project (Corps File No. SPN-2023-00318)

Dear Mr. Mazza:

On August 16, 2023, NOAA's National Marine Fisheries Service (NMFS) received your request for a written concurrence that the U.S. Army Corps of Engineers' (Corps) proposed authorization of the Riverview Park Fishing Pier Repair Project (Project) under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. Section 403 et seq.) is not likely to adversely affect (NLAA) species listed as threatened or endangered or critical habitats designated under the Endangered Species Act (ESA).

This response to your request was prepared by NMFS pursuant to section 7(a)(2) of the ESA and implementing regulations at 50 CFR 402. On July 5, 2022, the U.S. District Court for the Northern District of California issued an order vacating the 2019 regulations that were revised or added to 50 CFR part 402 in 2019 ("2019 Regulations," see 84 FR 44976, August 27, 2019) without making a finding on the merits. On September 21, 2022, the U.S. Court of Appeals for the Ninth Circuit granted a temporary stay of the district court's July 5 order. On November 14, 2022, the Northern District of California issued an order granting the government's request for voluntary remand without vacating the 2019 regulations. The District Court issued a slightly amended order two days later on November 16, 2022. As a result, the 2019 regulations remain in effect, and we are applying the 2019 regulations here. For purposes of this consultation and in an abundance of caution, we considered whether the substantive analysis and conclusions articulated in the letter of concurrence would be any different under the pre-2019 regulations. We have determined that our analysis and conclusions would not be any different.

Thank you also for your request for consultation pursuant to the essential fish habitat (EFH) provisions in Section 305(b) of the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1855(b)) for this action.



This letter underwent pre-dissemination review using standards for utility, integrity, and objectivity in compliance with applicable guidelines issued under the Data Quality Act (section 515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106-554). The document will be available within two weeks at the Environmental Consultation Organizer [<https://www.fisheries.noaa.gov/resource/tool-app/environmental-consultation-organizer-eco>]. A complete record of this consultation is on file at NMFS North-Central Coast Office in Santa Rosa, California.

Consultation History

The Corps requested consultation with NMFS on the Project by letter dated August 16, 2023. The Corps also provided the Project's engineering designs and supplemental project information prepared by the City of Pittsburg's (Project applicant) consultant Anchor QEA titled "Permit Application Supplement," dated June 2023. Additional information was requested by NMFS, via email, on September 1, September 9, and September 12, 2023, regarding the timing of work, materials, and light transmittance. Additional information was exchanged via email and phone conversations between NMFS, Anchor QEA, and the Corps between September 12, 2023, and October 4, 2023. Sufficient information was received by NMFS on October 4, 2023, to initiate consultation.

Proposed Action and Action Area

The Corps proposes to provide authorization to the City of Pittsburg (City) to replace approximately 192 square feet of decking and provide structural repairs to an existing fishing pier. The Project would entail the in-kind replacement of damaged portions of the pier and of above-water fiber-reinforced plastic (FRP) cross-braces between the piles as well as the installation of new high-density polyethylene (HDPE) plastic pile wraps around the piles (described in detail in the Permit Application Supplement and engineering design plans provided by the Corps). No dredging, pile installation, or pile removal would be required as part of the Project. The work would be conducted as soon as possible after the City receives permit authorizations and may include winter or spring months. Construction would take approximately two months to complete with the in-water work lasting approximately two weeks.

Above-water structural repairs would include replacing the damaged portions of the pier with pressure-treated timber and galvanized steel hardware. Pressure-treated timber elements of the pier would use modern marine-grade, non-leaching preservative (Chromated Copper Arsenate (CCA) and Ammoniacal Copper Zinc Arsenate (ACZA)), and applied by the lumber supplier before the lumber and timbers arrive at the site. None of the treated sections would be fully submerged in water. All treated timber members would be pre-measured and cut landside and brought to the construction site to eliminate dust and contaminants that would be released from cutting above water. Removal of the existing cross-braces and demolished timber components would require work from a barge/small vessel alongside the pier and would span approximately 30 days.

Two piles located at the end of the pier, at Bent 10, would undergo repair; repair work would be completed by divers. The proposed repairs would entail installing HDPE wrap (with petroleum-impregnated tape) around both existing piles from mudline to top of pile or, at minimum, the bottom of the ledgers. Rocks would be temporarily removed, and sand or mud would be

excavated to a minimum of 12 inches below grade to allow proper encapsulation of the piles. Existing cross-braces would be removed to perform pile wrap work. The repairs would require an estimated two weeks of diving for installation. Once repairs are complete, rocks and substrate will be replaced, and new cross-braces will be installed.

The avoidance and minimization measures (AMMs) described below will be implemented during Project activities to prevent runoff, siltation, contamination, and minimize impacts from underwater noise:

1. Netting, sandbags, tarps, or other forms of barriers would be placed around staging areas to prevent debris from entering the water.
2. If debris reaches the water, personnel in workboats would immediately retrieve the debris for proper handling and disposal.
3. All debris and trash would be collected and disposed of in appropriate waste containers by the end of each construction day. Discharge of hazardous materials into the Project site would be prohibited.
4. All construction-related equipment would be inspected daily and maintained in good working order to minimize the potential for hazardous waste spills. Current hazardous material spill prevention and cleanup plans would be maintained on-site. Hydraulic attachments would be placed on plywood and covered with plastic or a comparable material prior to the onset of rain to prevent run-on and runoff.
5. Construction material that could wash or blow away would be covered every night and during any rainfall event.
6. Construction materials would be stored in an area that does not freely drain to the water, is free from standing water and wet soil, and is protected from rain. If necessary, materials would be stored on skids or support timbers to keep off the ground.
7. Adequate erosion control supplies would be kept on site during all construction activities to ensure that materials are kept out of waterbodies.

We considered, under the ESA whether or not the proposed action would cause any other activities and determined that it would not.

The action area is located within the San Francisco Estuary, along the shoreline of the City of Pittsburg, in Contra Costa County, California. The action area includes the pier repair site, the water column under the pier, and the adjacent water column where water quality may be affected during pile repair activities. The shoreline at the Project site and the adjacent area is highly modified with rock slope protection, bay fill, marinas, and other hardened surfaces. Frequent boat traffic occurs at the docks along the shoreline. The substrate in the action area is mud typical of the San Francisco Estuary, and it is expected that common benthic (bottom) invertebrates inhabit the mud substrate (*e.g.*, clams, shrimp, crabs, and worms).

Background and Action Agency's Effects Determination

The Corps determined that the proposed Project may affect, but is not likely to adversely affect, listed species and their critical habitat based on their finding that impacts would be minor, localized and temporary.

Available information indicates the following listed species (Evolutionarily Significant Units [ESU] or Distinct Population Segments [DPS]) under the jurisdiction of NMFS may be affected by the Project:

- Sacramento River winter-run Chinook salmon ESU** (*Oncorhynchus tshawytscha*)
endangered (70 FR 37160; June 28, 2005)
critical habitat (58 FR 33212; June 16, 1993);
- Central Valley spring-run Chinook salmon ESU** (*O. tshawytscha*)
threatened (70 FR 37160; June 28, 2005);
- California Central Valley steelhead DPS** (*O. mykiss*)
threatened (71 FR 834; January 5, 2006);
- Central California Coast steelhead DPS** (*O. mykiss*)
threatened (71 FR 834; January 5, 2006);
- North American green sturgeon southern DPS** (*Acipenser medirostris*)
threatened (71 FR 17757; April 7, 2006)
critical habitat (74 FR 52300; October 9, 2009).

The life history of steelhead is summarized in Busby *et al.* (1996) and the recovery plans for Central California Coast (CCC) (NMFS 2016) and California Central Valley (CCV) steelhead (NMFS 2014). Chinook salmon life history is summarized by Myers *et al.* (1998) and the Central Valley salmonid recovery plan (NMFS 2014). CCC steelhead, CCV steelhead, Sacramento River winter-run Chinook salmon, and Central Valley spring-run Chinook use the San Francisco Estuary primarily as a migration corridor. These anadromous salmonids pass through the greater San Francisco Bay on their way to the ocean to rear as juveniles or to upstream areas to spawn as adults. Their migrations generally take place in winter and spring months.

The life history of threatened green sturgeon in California is summarized in Adams *et al.* (2002) and NMFS (2018). The Southern DPS (sDPS) of North American green sturgeon are anadromous, making migrations as adults to the Sacramento River in the spring (Moyle *et al.* 1995). As juvenile green sturgeon age, they migrate downstream and live in the lower delta and bays, spending from three to four years there before entering the ocean. Individuals may be present in the San Francisco Estuary, and near the Project site year-round because the Estuary provides rearing habitat for juveniles and foraging habitat for non-spawning adults and subadults (NMFS 2009).

Regarding EFH, the Corps has determined Project activities may adversely affect EFH. The Project is located within areas identified as EFH for various life stages of fish species managed under the Pacific Coast Groundfish Fishery Management Plan (FMP), Coastal Pelagic Species FMP, and Pacific Coast Salmon FMP. San Francisco Estuary, including the Project area, is also

designated as an estuary habitat area of particular concern (HAPC) for various federally-managed fish species as defined in the Pacific Salmon and Groundfish FMPs.¹

ENDANGERED SPECIES ACT

Effects of the Action

Under the ESA, “effects of the action” are all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action (50 CFR 402.02). In our analysis, which describes the effects of the proposed action, we considered 50 CFR 402.17(a) and (b). When evaluating whether the proposed action is not likely to adversely affect listed species or critical habitat, NMFS considers whether the effects are expected to be completely beneficial, insignificant, or discountable. Completely beneficial effects are contemporaneous positive effects without any adverse effects to the species or critical habitat. Insignificant effects relate to the size of the impact and should never reach the scale where take occurs. Effects are considered discountable if they are extremely unlikely to occur.

The effects of the proposed action include degradation of water quality due to potential introduction of debris and wood treatment chemicals into the water and elevated levels of turbidity. Because work may occur in winter or spring, listed anadromous salmonids may be present in the action area during work and be subjected to degraded water quality. Adult salmonids are more likely to move upstream and downstream in deeper channels adjacent to the action area, but juvenile salmonids are frequently found rearing in shallow, nearshore habitats and could be present in the action area during work activities. Juvenile, sub-adult, and adult green sturgeon may also occur in the action area during construction and be exposed to the effects of construction activities.

During Project activities (excavation), copper in the sediments may be resuspended in the water column or enter the food chain when benthic organisms ingest benthic sediments. The Project also includes installation of treated wood products on the pier structure. Copper leaches from treated wood products in a dissolved state, and it can bind rapidly to organic or inorganic material in suspension, which may then settle and become incorporated into the sediments. At environmentally relevant concentrations copper can be toxic to fish, and has been shown to impair salmonid olfactory function, respiration, and disease resistance. Impairment of olfactory function in turn affects predator avoidance and migratory success (Baldwin *et al.* 2003, NMFS 2009b). The severity of impact is dependent upon length of exposure and concentration. The amount of copper resuspended during excavation is expected to be minimal when installing FRP because the area of disturbance is small (limited to the area adjacent to two piles). Additionally, the Project is installing wood treated with [ACZA and CCA], which have the lowest aquatic toxicity of preservatives used for pressure-treated timber in aquatic systems. For this Project,

¹ For more information on HAPCs designated under the Groundfish and Salmon FMPs, please see page 102 of the Groundfish FMP at http://www.pcouncil.org/wp-content/uploads/2017/03/GF_FMP_FinalThruA27-Aug2016.pdf, and page 6 of the Salmon FMP Appendix A at http://www.pcouncil.org/wp-content/uploads/Salmon_EFH_Appendix_A_FINAL_September-25.pdf.

leaching of copper into the waterway is expected to be minimal based on the location of materials (structural supports only submerged at higher tides). Any copper that does enter the water is expected to be a very small amount and unlikely to have a detrimental effect on listed fishes due to dilution from tidal flushing and the reduced toxicity of copper in seawater. Additionally, any construction debris will be captured at the time of its creation or, in the event that debris enters the water, work will be halted and the debris will be removed immediately. The wrapping of existing piles is expected to provide some benefits to water quality in the action area by preventing further leaching of any chemicals from creosote into the aquatic environment. For these reasons, the potential effects of degraded water quality resulting due to potential introduction of debris and wood treatment chemicals are expected to be insignificant to the above-listed salmonids and sDPS green sturgeon.

The surface of the mudflat will be disturbed during Project activities, and surface sediment may be mobilized into the water column and increase turbidity levels. If turbidity remains high for an extended period of time, the primary productivity of an aquatic area may be reduced (Cloern 1987) and fish may suffer reduced feeding ability and be prone to fish gill injury (Benfield and Minello 1996; Nightingale and Simenstad 2001). However, minimal sediment disturbance and turbidity is expected to result from Project activities because activities that would disturb the sediment are minor and will only occur for a short duration of time. Tidal mudflat areas throughout Suisun Bay and in the action area have naturally high background levels of turbidity and tidal water movement, and it is expected that turbidity will dissipate rapidly to background levels within one tidal cycle. Based on the above, Project effects to sDPS green sturgeon and CCC steelhead resulting from degraded water quality due to elevated levels of turbidity are expected to be insignificant.

The action area is located within designated critical habitat for Sacramento River winter-run Chinook salmon and Southern DPS green sturgeon. The physical and biological features (PBFs)² essential for the conservation of Sacramento River winter-run Chinook salmon relevant to estuarine areas include access from the Pacific Ocean to appropriate areas in the upper Sacramento River; habitat areas and adequate prey that are not contaminated; and access downstream so that juveniles can migrate from spawning grounds to San Francisco Bay and the Pacific Ocean. For Southern DPS green sturgeon, the PBFs of designated critical habitat in estuarine areas include food resources, water flow, water quality, migratory corridor, water depth, and sediment quality.

Potential effects to designated critical habitat are temporary degradation of water quality and benthic habitat disturbance. The Project's potential effects associated with degraded water quality on critical habitat are expected to be insignificant for the reasons presented above.

During construction, a minimal amount of benthic habitat disturbance will occur directly adjacent to piles where installation of the pile wrap occurs. This disturbance may impact the

² The designation of critical habitat for these species uses the term primary constituent element or essential features. The new critical habitat regulations (81 FR 7414) replace this term with physical or biological features (PBFs). This shift in terminology does not change the approach used in conducting our analysis, whether the original designation identified primary constituent elements, physical or biological features, or essential features. We use the term PBF to mean PCE or essential feature, as appropriate for the specific critical habitat.

benthic community, including some benthic invertebrates that may be potential prey for Sacramento River winter-run Chinook salmon and green sturgeon. However, these temporary disturbances of bottom substrate are limited to a very small area adjacent to the piles and all work will be completed within approximately two weeks. Post-construction, the pile wrapping will prevent further leaching of any harmful chemicals into the area from old piles. Benthic habitat in the action area has been modified and degraded by shoreline development. The substrate underneath and adjacent to the pier is unlikely to provide quality foraging habitat for the Sacramento River winter-run Chinook salmon or sDPS green sturgeon, and the Project is not expected to further degrade PBFs. Based on the above, the effects of benthic habitat disturbance from Project activities are expected to be insignificant on Sacramento River winter-run Chinook salmon and sDPS green sturgeon designated critical habitat.

Conclusion

Based on this analysis, NMFS concurs with the Corps that the proposed action is not likely to adversely affect the subject listed species and designated critical habitats.

Reinitiation of Consultation

Reinitiation of consultation is required and shall be requested by the Corps or by NMFS, where discretionary Federal involvement or control over the action has been retained or is authorized by law and (1) the proposed action causes take; (2) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered; (3) the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in the written concurrence; or (4) a new species is listed or critical habitat designated that may be affected by the identified action (50 CFR 402.16). This concludes the ESA consultation.

MAGNUSON-STEVENSON FISHERY CONSERVATION AND MANAGEMENT ACT

Section 305(b) of the MSA directs Federal agencies to consult with NMFS on all actions or proposed actions that may adversely affect EFH. Under the MSA, this consultation is intended to promote the conservation of EFH as necessary to support sustainable fisheries and the managed species' contribution to a healthy ecosystem. For the purposes of the MSA, EFH means "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity", and includes the associated physical, chemical, and biological properties that are used by fish (50 CFR 600.10). Adverse effect means any impact that reduces quality or quantity of EFH, and may include direct or indirect physical, chemical, or biological alteration of the waters or substrate and loss of (or injury to) benthic organisms, prey species and their habitat, and other ecosystem components, if such modifications reduce the quality or quantity of EFH. Adverse effects may result from actions occurring within EFH or outside of it and may include direct, indirect, site-specific or habitat-wide impacts, including individual, cumulative, or synergistic consequences of actions (50 CFR 600.810). Section 305(b) of the MSA also requires NMFS to recommend measures that can be taken by the action agency to conserve EFH. Such recommendations may include measures to avoid, minimize, mitigate, or otherwise offset the adverse effects of the action on EFH (50 CFR 600.905(b)).

Based on information provided by the Corps and the City of Pittsburg, the Project may

affect EFH through degraded water quality and benthic habitat disturbance and alteration. Therefore, NMFS has determined that the Project would adversely affect EFH for various life stages of fish species managed under the Pacific Coast Groundfish FMP, Pacific Salmon FMP, and the Coastal Pelagic Species FMP. However, impacts during construction are anticipated to be minor, localized, and of short duration. Post-construction, the partial replacement and repair of the pier structure will maintain the existence of the structure, which has altered the benthic habitat in the area underneath and adjacent to the pier. However, the Project will not further degrade the forage and refuge functions of benthic habitat in the Project area. The pile wrappings are expected to provide benefits to EFH by preventing further leaching of contaminants in the environment. Based on the localized extent of Project effects and implementation of avoidance and minimization measures, NMFS has no practical EFH conservation recommendations to provide.

The Corps must reinitiate EFH consultation with NMFS if the proposed action is substantially revised in a way that may adversely affect EFH, or if new information becomes available that affects the basis for NMFS' EFH conservation recommendations (50 CFR 600. 920(l)). This concludes the MSA consultation.

Please direct questions regarding this letter to Brian Meux, North-Central Coast Office in Santa Rosa, California at (707) 575-1253 or brian.meux@noaa.gov.

Sincerely,



Alison Weber-Stover
Acting San Francisco Bay Branch Supervisor
North-Central Coastal Office

cc: Isabella Fenstermaker, Corps of Engineers (isabella.r.fenstermaker@usace.army.mil)
Copy to E-File ARN 151422WCR2023SR00175

REFERENCES

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- NMFS (National Marine Fisheries Service). 2014. Recovery Plan for the Evolutionarily Significant Units of Sacramento River Winter-run Chinook Salmon and Central Valley Spring-run Chinook Salmon and the Distinct Population Segment of California Central Valley Steelhead. California Central Valley Area Office. July 2014.
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Appendix E

Sample Right of Entry Agreement

LICENSE AND RIGHT OF ENTRY AGREEMENT

This License and Right of Entry Agreement (the "Agreement") is made as of XXXXXXXX (the "Effective Date") between the City of Pittsburg, a public body (the "Agency") and Consolidated Engineering Inc., a (California Corporation) (the "Licensee").

RECITALS

A. The Agency is the fee owner of that certain real property known as XXXXXXXX (no longer in active use, and fenced) located in the City of Pittsburg, California (the "Property"). The Property is more particularly described in the attached Exhibit A.

B. Licensee desires to use the Property for the sole purpose of using it as a construction yard for staging material and equipment until the completion of the Licensee's construction work for XXXXXXXX. The Agency is willing to give such permission subject to the terms and conditions set forth herein.

Therefore, the Agency and the Licensee agree as follows:

Section 1. ALLOWED USE OF PROPERTY. The Agency hereby provides permission to the Licensee, its employees and agents to enter the Property for the sole and exclusive purpose of the Work the Licensee is performing for the City (the "Permitted Activity"). Licensee shall not conduct any other activities of any type on the Property, without the Agency's prior written permission, which may be granted or denied in the Agency's sole discretion.

Section 2. TERM; CONDITION PRECEDENT TO ENTRY. The term of this Agreement shall commence as of the Effective Date and shall thereafter automatically and without further notice or action by the Agency terminate on XXXXXX, at 11:59 p.m. The Agency may terminate this Agreement prior to XXXXXXXX, by providing the Licensee written notice of such termination (the "Termination Notice") at least ten (10) days prior to the termination date set forth in the Termination Notice.

Section 3. EXTENSION. The Licensee may request, in writing, an extension of the Permitted Activity. Such request shall be delivered to the Agency no less than thirty (30) days prior to this Agreement's termination date. Such extension may be approved or disapproved in writing, in the Agency's sole discretion.

Section 4. PAYMENT. In consideration for the use of the Property pursuant to the terms of this Agreement, the Licensee, shall pay the Agency, One Dollar (\$1.00).

Section 5. LICENSEE'S CONDUCT ON PROPERTY.

A. The Licensee, its employees and agents, shall not suffer or permit any dangerous condition to be created, exist or continue on the Property.

B. All acts, and things done by the Licensee, its employees and agents on the Property shall be done in a safe, workmanlike manner and in compliance with any and all laws and regulations applicable thereto. Licensee shall promptly furnish satisfactory evidence of such compliance upon request by the Agency.

C. The Licensee is responsible for securing the Property and preventing unauthorized access to the Property. This may be by using additional security/privacy fencing or with an automatic security camera system. Note: No spoils are to be stored on this project site and spoils should always be off-hauled following excavation no exceptions shall be made.

D. Access to the Property for the Permitted Activity is personal to Licensee and the Licensee's agents and employees. It is non-assignable to any other party and any attempt to assign this Agreement or the permission to enter the Property by the Licensee shall automatically terminate this Agreement and such assignment or transfer shall be null and void and of no effect.

E. The Licensee shall not make any improvements or alterations to the Property without the prior written consent of the Agency. Upon such written approval of the Agency, if granted any and all improvements made to the Property shall be at the sole cost of the Licensee. Upon the termination of this Agreement, any and all improvements made to the Property shall remain the sole property of the Agency or shall be removed by the Licensee at the Agency's written request within ten (10) after the Agency's request.

F. In the event the Agency reasonably determines that Licensee's activities in any way endangers the Property, the environment, or the health and safety of any person or persons, the Agency may at the Agency's sole discretion temporarily halt the Permitted Activity until proper and appropriate protective measures are taken to eliminate the danger. Licensee shall hold the Agency harmless from any claims in any way resulting from any delay under this paragraph. The Agency's right to halt activities under this paragraph shall in no way affect or alter the Licensee's obligations under Sections 7 or 8, nor shall it relieve the Licensee from any of its obligations hereunder that pertain to health, safety, or the protection.

G. The Licensee shall maintain storm water pollution prevention measures throughout the term of the agreement. Upon notification of required maintenance or an illicit discharge Licensee shall respond within 24 hours. The Licensee shall cover all stockpiles of aggregate materials and lay down polyethylene plastic underneath stockpiles as good practice. If the Agency determines that an immediate remediation is

required and Licensee does not respond accordingly, the Agency will perform the required remediation and Licensee shall reimburse the Agency for all associated costs.

H. The Agency shall have access to the Property at all times. Also, Licensee shall not stockpile or store Asbestos Concrete Pipe waste material or waste deemed hazardous by the State of California on the Property at any time.

I. The Licensee shall be liable to the Agency for all costs (including all reasonable attorneys' fees, litigation expenses and costs) associated with any cleanup, remediation, and/or removal of any Hazardous Materials associated or attributable to Licensee's (or the Licensee's agents or employees) occupation of the Property. The term Hazardous Materials includes without limitation:

i. any "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14)) or Section 25281(d) or 25316 of the California Health and Safety Code all as amended from time to time;

ii. any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code all as amended from time to time;

iii. any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA (42 U.S.C. Section 9601 et seq., Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clear Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.) or California Water Code (Section 13000 et seq.) at such time and

iv. any additional wastes, substances, or materials which at such time are classified, considered, or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Property, including, but not limited to the following: any petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, any flammable explosive, or any radioactive material.

Section 6. TERMINATION; RESTORATION OF PROPERTY. Upon termination or expiration of the term of this Agreement, the Licensee shall promptly remove all of the Licensee's personal property from the Property and restore the Property to a substantially similar pre-existing state in which it was provided to the Licensee on the Effective Date. The Licensee shall bear the entire cost of such removal and restoration and the Agency shall bear no liability for any costs caused or related to the termination of this Agreement. This includes any costs associated with restoring the Property to its original pristine condition (including existing underground utilities) due to damage

caused by the Permitted Activity or Licensee's (or Licensee's agent's or employee's) entry onto the Property.

Thirty (30) days after the Licensee vacates the Property or thirty days (30) after the expiration of this Agreement, whichever is earlier, the Licensee shall deliver a report to the Agency documenting that there are no Hazardous Materials associated with or attributable to the Licensee's occupation (or the Licensee's agents or employee's occupation) on the Property. In the event that such a report documents that Hazardous Materials associated with or attributable to, Licensee's occupation (or the Licensee's agents or employees occupation) of the Property are present, then the Licensee shall promptly remove and remediate any Hazardous Materials in accordance with all applicable laws. As between the Agency and the Licensee, the Licensee shall bear all costs related to the removal and remediation of any Hazardous Materials associated with or attributable to the Licensee's occupation (or the Licensee's agents or employee's occupation) of the Property.

In the event the Licensee fails to remove its personal property and perform restoration of the Property upon the termination or expiration of the term of this Agreement (including, but not limited to the removal of any Hazardous Materials associated with, or attributable to the Licensee's occupation (or the Licensee's agents or employee's occupation) of the Property, the Licensee shall pay the Agency the amount of Six Hundred Dollars (\$600) for each additional week the Licensee's personal property remains on the Property and the Agency may elect to remove the Licensee's personal property and perform restorations as necessary and recover all expenses from the Licensee through all remedies available by the law.

Section 7. INSURANCE. The applicable insurance provisions must meet the Agency's insurance requirements and must remain in effect throughout the term of this Agreement. A copy of the Licensee's insurance is attached hereto as Exhibit B and incorporated herein by this reference.

Section 8. INDEMNITY. The Licensee shall defend (with counsel reasonably selected by the Agency), indemnify, and hold harmless the Agency, its officers, employees, and agents harmless from and against any and all active and passive liability, claims, suits, actions, damages, penalties, and/or causes of action arising from the Licensee's use or occupation (or Licensee's agents or employee's use or occupation) of the Property during the term of this Agreement for personal injury, bodily injury, loss of life or damage to property, violation of any federal, state, or municipal law or ordinance, or other causes of action in connection with the operations of the Licensee, its employees or agents on the Property.

This Indemnity shall extend to all claims, attorney fees, litigation expenses and costs incurred in obtaining expert testimony, and the attendance of witnesses, expenses, and liability incurred in and about any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments, or decrees which may be entered therein.

For any claims related to the Permitted Activity, the Licensee's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of Licensee's insurance and shall not contribute with it.

Section 9. AS-IS, ENTRY & RELEASE. The Agency permits the Licensee to enter, and the Licensee agrees to enter the Property in its current "AS IS" condition. The Licensee enters the Property entirely at its own risk and acknowledges that neither the Agency nor any of its officers, employees, or agents has made any warranty or representation to the Licensee, its employees, or agents that the premises are safe or suitable for any particular purpose, including the Permitted Activity. The Agency shall not be liable to the Licensee for, and the Licensee hereby waives and releases the Agency and its board members, directors, employees and agents from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on the Property, the condition of the Property, or the use or occupancy of the Property. The Licensee hereby waives and agrees not to commence any action, legal proceeding, cause of action, or suits in law and equity, of whatever kind and nature, directly or indirectly against the Agency in connection with the Licensee's use of the Property or the Permitted Activity and expressly waives the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Licensee's Initials: _____

Section 10. NOTICES. All notices and other communications required under this Agreement shall be in writing, and delivered personally, sent certified mail, or sent by reputable overnight delivery service to the party set forth below:

LICENSEE:
XXXXXXXXX.
XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
Attn: XXXXXXXXX

AGENCY:
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: Garrett Evans

Notice will be deemed received: (i) on the date of delivery in person, (ii) on the third (3rd) business day, if mailed, and (iii) on the date of receipt or refusal of delivery if transmitted by overnight delivery service. Any change in address may be accomplished by delivery of notice in compliance with this Section.

Section 11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto and may only be amended in writing specifically referencing this Agreement and signed by the Agency and the Licensee. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, including all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

Section 12. WARRANTIES OF LICENSEE. The Licensee hereby warrants and represents to the Agency the following:

i. Licensee is a California corporation duly formed, validly existing, and in good standing under the laws of the State of California, with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.

ii. The undersigned on behalf of the Licensee has the authority and authorization to bind the Licensee to all the terms and conditions set forth herein.

Section 13. ATTORNEYS' FEES. In the event that any party shall bring an action to enforce its rights under this Agreement, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs of the proceeding, including any appeal thereof.

Section 14. COUNTERPARTS; MULTIPLE ORIGINALS. This Agreement may be executed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Agency and the Licensee have caused this Agreement to be executed as of the Effective Date.

LICENSEE:

AGENCY:

XXXXXXXXXXXXX.,
a California Corporation

CITY OF PITTSBURG, a public body
corporate and politic

By:

By:

XXXXXXXXXX
President

Garrett Evans
City Manager

Note: The Licensee must initial Section 9.

EXHIBIT A
DESCRIPTION OF THE PROPERTY

INSURANCE

(Insert approved General Liability and Automobile Liability insurance certificates and endorsements here)

Coverage shall be provided for not less than the following amounts or greater where required by Laws and Regulations:

1. Insurance Requirements for Licensee: The Licensee shall procure and maintain for the duration of this Agreement:
 - a. Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the permitted use of the property hereunder by the Licensee, his agents, representatives, employees or subcontractors.

The cost of such insurance shall be the responsibility of the Licensee.
2. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - a. Insurance Services Office General Liability coverage (Occurrence form CG 0001).
 - b. Insurance Service Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto); and
3. Minimum Limits of Insurance: Licensee shall maintain no less than:
 - a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage, and at least \$4,000,000 general aggregate. The general liability insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies.
 - b. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees, agents and volunteers; or the Licensee shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The Agency, its officers, officials, employees, agents and volunteers are to be covered as insured with respect to liability arising out automobiles owned, hired or borrowed by or on behalf of the Licensee; and with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance, or as a separate owner's policy.
 - b. For any claims related to the Permitted Activity, the Licensee's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of Licensee's insurance and shall not contribute with it.
 - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
7. **Verification of Coverage:** The Licensee shall furnish the Agency with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements are to be on forms provided by the Agency or on other than the Agency's forms, provided those endorsements are to be received and approved by the Agency before Permitted Activity commences. All endorsements are to be received and approved by the Agency before Permitted Activity commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the Agreement at any time.