

**CITY OF PETALUMA  
PETALUMA, CALIFORNIA**

**CONTRACT DOCUMENTS FOR  
PETALUMA TURNING BASIN DREDGING**

**CITY PROJECT NO. C14402010**

(Notice Inviting Bids, Instructions to Bidders, Bid Forms, General Conditions,  
Special Provisions, Technical Specifications, Construction Agreement,  
Bond Forms, Project Drawings)

**CITY OF PETALUMA - SONOMA COUNTY - CALIFORNIA**

Questions concerning interpretation of improvement plans, special provisions,  
contract documents and bid items shall be directed to:

*Department of Public Works and Utilities  
202 N. McDowell Boulevard  
Petaluma, CA. 94954  
Phone: (707) 778-4546      Fax: (707) 778-4508*

Attention: Jonathan Sanglerat, P.E.

Office Hours: Monday thru Thursday - 8:00 to 5:00 p.m.

**Bid Opening: August 25, 2022, at 2:00 p.m.**

CITY OF PETALUMA  
PETALUMA, CALIFORNIA

# PETALUMA TURNING BASIN DREDGING

CITY PROJECT NO. C14402010

FOTH & VAN DYKE AND ASSOCIATES, INC. - PETALUMA -  
CALIFORNIA



Prepared by: John A. DeRuggeris, P.E.



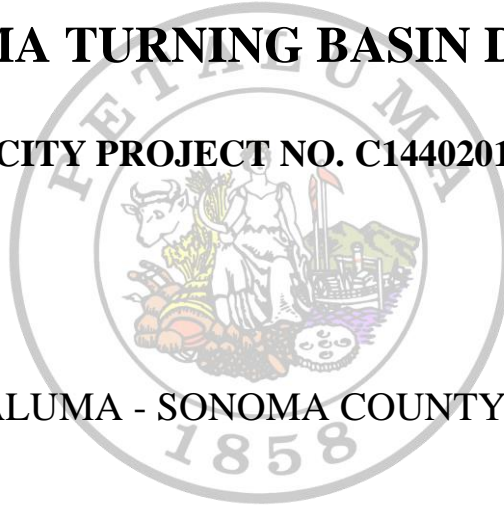
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John A. DeRuggeris, P.E. #C40313

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Date

CITY OF PETALUMA  
PETALUMA, CALIFORNIA

# PETALUMA TURNING BASIN DREDGING

**CITY PROJECT NO. C14402010**



CITY OF PETALUMA - SONOMA COUNTY - CALIFORNIA

Reviewed by: Jonathan Sanglerat, P.E.

Jonathan Sanglerat  
Jon: 909

8/4/2022  
Date

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## **NOTICE INVITING BIDS**

1. **RECEIPT OF BIDS:** Sealed Bids will be received at the office of the City Clerk of the City of Petaluma located at 11 English Street, Room 4, Petaluma, California, 94952-2610, until 2:00 PM (enter time) on Thursday, August 25<sup>th</sup>, 2022, for the Petaluma Turning Basin Dredging Project. Any Bids received after the specified time and date will not be considered. Fax and other electronically transmitted Bids will not be accepted.
2. **OPENING OF BIDS:** The Bids will be publicly opened and read at 2:00 PM (enter time) on Thursday, August 25<sup>th</sup>, 2022 at the above-mentioned office of the CITY. The CITY reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.
3. **COMPLETION OF WORK:** The WORK must be completed within 53 working days after the commencement date stated in the Notice to Proceed.
4. **DESCRIPTION OF WORK:** The WORK includes The removal, demolition, and disposal of the City's Turning Basin Floats, as designated within the Issued for Bid Plan Set. The removal, protection, and reinstallation of the Petaluma Small Craft Center floats and City's Turning Basin Floats designated for reinstallation. The removal and transportation of the East (Weller Street) gangway to a location designated by the City of Petaluma. The removal and reinstallation of the West gangway. The installation of any and all temporary barriers to close off the gangway landings to public access. The dredging of the Petaluma Turning Basin to a design depth of minus 8.0 feet (-8.0 MLLW) as indicated on the Plans. The Turning Basin shall have an overdepth allowance of 1-foot. The maximum over dredge depth shall be minus 9 feet (-9.0 MLLW). Placement of the material shall be at SF-10 or at Shollenberger Dredged Material Placement Site.
5. **SITE OF WORK:** The site of the WORK is located: at the Petaluma Turning Basin near downtown Petaluma. The nearest location is the Weller Street Park located at 150 Weller Street.
6. **OBTAINING CONTRACT DOCUMENTS:** The Contract Documents are entitled "Petaluma Turning Basin Dredging Project."

The Contract Documents may be obtained by 4:00 P.M., Monday through Thursday at the office of Public Work & Utilities, 202 North McDowell Boulevard, Petaluma, California 94954.

If you would like to receive the bid document via the CITY's website, at no cost, please go to:

- <https://cityofpetaluma.org/bid-opportunities-2/>
- Fill out the Plan Holder's form by clicking on the Plan Holder's form link
- Fill in all fields
- Click on the submit button at the end of the form

Submitting the Plan Holder's form on-line automatically puts you on the CITY's Bidders List and you will be notified of any Addendums or information pertaining to the bid by email.

If you would like to purchase bid documents, please call Phone No. (707) 778-4585, Attention: Tiffany Avila, upon payment of \$50.00 (non-refundable) for each set of

Contract Documents (including technical specification and accompanying reduced scale drawings). The scale of the reduced drawings is about one-half of the original scale. At the Bidder's request and expense, the Contract Documents may be sent by overnight mail.

- Full-scale drawings are not available.
- If full-scale drawings are available and desired, they may be purchased at reproduction cost from \_\_\_\_\_ .

7. **BID SECURITY:** Each Bid shall be accompanied by a certified or cashier's check or Bid Bond executed by an admitted surety in the amount of 10% percent of the Total Bid Price payable to the City of Petaluma as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it. Upon acceptance of the Bid, if the Bidder refuses to or fails to promptly execute the Agreement the Bidder's security shall be forfeited to the CITY.
8. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Public Contract Code Section 3300, the CITY has determined that the CONTRACTOR shall possess a valid Class A license at the time that the Contract is awarded. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.
9. **PREFERENCE FOR MATERIAL:** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal" or "or equivalent" is intended only to indicate quality and type of item desired. Substitute products will be considered prior to award of the Contract in accordance with Section 3400 of the California Public Contract Code. The Bidder will submit data substantiating its request for a substitution of "an equal" item within 14 days following submission of its Bid. Substantiation date will conform to the requirements of the instructions for Proposed Substitutions of "or equal" items contained in the bid Forms. The ENGINEER will make a determination of approval or rejection of the proposed substitution prior to the award of the Contract. No request for substitution of "an equal" items will be considered by the ENGINEER after award of the Contract. 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 Section 3400(c).
10. **REJECTION OF PROPOSALS:** The CITY reserves the right to reject all or any part of all bids submitted, waive informalities and irregularities, and will not, to the extent allowed by law, be bound to accept the lowest bid.
11. **BIDS TO REMAIN OPEN:** The Bidder shall guarantee the total bid price for a period of 90 calendar days from the date of bid opening.
12. **CALIFORNIA PREVAILING WAGE RATE REQUIREMENTS:** In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, and 1773.7

as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the WORK is to be performed. A copy of said wage rates is on file at the office of the City Clerk and is available to any interested party upon request. A copy of the prevailing rate of per diem wages are also 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. It shall be mandatory upon the CONTRACTOR to whom the WORK is awarded and upon any subcontractor under the CONTRACTOR to pay not less than said specified rates to all workers employed by them in the execution of the WORK. The Contract will be subject to compliance monitoring and enforcement by the Department of Industrial Relations under Labor Code Section 1771.4. Additionally, CONTRACTOR shall post job site notices as required by Labor Code section 1771.4.

- 13. LABOR COMPLIANCE PURSUANT TO CALIFORNIA LABOR CODE § 1771.1:** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time contract is awarded.
- 14. RETAINAGE FROM PAYMENTS:** The CONTRACTOR may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the CITY, by depositing securities of equivalent value with the CITY in accordance with the provisions of Section 22300 of the Public Contract Code. Alternatively, the CONTRACTOR may request, and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investments of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms as provided in Section 22300 of the Public Contract Code for securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or their designee and the escrow agent. Upon satisfactory completion of the WORK, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of Section 22300 of the Public Contract Code. Such securities, if deposited by the CONTRACTOR, shall be valued by the CITY, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those 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.

15. **PAYMENT BOND:** Pursuant to and in accordance with California Civil Code Section 9550, a payment bond must be filed if the expenditure for the WORK is in excess of Twenty-Five Thousand Dollars (\$25,000).

16. **PRE-BID CONFERENCE VISITS:** [At least one box below MUST be checked]

**Check if no pre-bid conference/site is to be held:**

**Mandatory pre-bid conference/site visit to be held:** Prospective bidders are required to attend a mandatory pre-bid conference/site visit at \_\_\_\_\_ (*enter time*) on \_\_\_\_\_, at the \_\_\_\_\_, offices at \_\_\_\_\_. Prospective bidders that fail to attend the mandatory pre-bid conference/site visit will be ineligible to bid on the project. Following the conference at City offices, City staff and prospective bidders will meet at the project Site. Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements and to acquaint bidders with Site conditions.

No information communicated at the pre-bid conference/site visit may amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the City may respond to such questions by addenda.

**Non-Mandatory pre-bid conference/site visit to be held:** Prospective bidders are invited to attend a non-mandatory pre-bid conference/site visit at 9:00 am (*enter time*) on Tuesday, August 9<sup>th</sup>, 2022, at the Petaluma Turning Basin, 150 Weller Street, Petaluma, CA, 94952. Following the conference at City offices, City staff and prospective bidders will meet at the project Site. Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements, and to acquaint bidders with Site conditions.

No information communicated at the pre-bid conference/site visit may amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the CITY may respond to such questions by addenda.

17. **PROJECT ADMINISTRATION:** All communications relative to the WORK shall be directed to the ENGINEER prior to opening of the Bids.

18. **FINDING OF SUBSTANTIAL COMPLEXITY:** Pursuant to Public Contract Code section 7201(b)(3) the CITY's Public Work's Director has found that the WORK is substantially complex due to: the amount of technical and scientific knowledge needed to complete the project; The amount of resources needed to complete the project including amount of days, workers, and labor; The urgency for project completion; The amount of tasks needed to complete the project; The number of organizational stakeholders needed to satisfy; The environmental complexity of the conditions; And in particular the external permitting agencies the project needs to satisfy; the size and impact of the project (which will require the operation of the D Street bridge affecting traffic, and fire station response

times); over water work (dredging and demolition of existing docks); the specialty contractor work and therefore this is a unique project that is not regularly performed and requires a higher retention amount than 5 percent.

Notwithstanding Public Contract Code Section 7201 or any other law or regulation that purports to provide otherwise, public contracting is a quintessential municipal affair, subject to charter cities' home rule power, and the California Constitution grants charter cities supreme authority over municipal affairs, which include public works, procurement, and the mode of municipal contracting (see, Public Contract Code Section 1100.7 and e.g., *Bishop v. City of San Jose* (1969) 1 C3d 56).; and it is the courts, not the legislature, that determines which matters are municipal affairs (see, e.g., *California Federal Savings and Loan v. City of Los Angeles* (1991) 54 C3d 1); and

Article X, Section 67 of the Petaluma Charter provides in pertinent part:

. . . no progressive payments can be provided for or made at any time which, with prior payments, if there have been such, shall exceed in amount at that time ninety percent of the value of the labor done and the materials used up to that time, and no contract shall provide for or authorize or permit the payment of more than ninety percent of the contract price before the completion of the work done under said contract and the acceptance thereof . . . ; and

City charters are documents of limitation and a restriction on the City Council's powers imposed by the voters (see, e.g., *City of Glendale v. Trondsen* (1957) 48 C2d 93) and, as a result, the City Council's contracting power is limited by the retention requirement in Article X, Section 67, and the City Council and City staff lack the power to provide for public works contract retention other than as specified in the City Charter.

19. **GOVERNMENT CODE SECTION 1090:** The successful Bidder may be precluded from competing for, or participating in, subsequent contracts that result from or relate to the Work performed pursuant to this Bid. The ethics laws that apply to the City and all its consultants, contractors, and vendors include California Government Code Section 1090 and following, which prohibits government officials, employees, and contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. Because City contractors always have a financial interest in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.

NAME: Jonathan Sanglerat  
ADDRESS: 202 N. McDowell Blvd  
Petaluma, CA 94954  
PHONE: 707-778-4355

20. **CITY'S RIGHTS RESERVED:** The CITY reserves the right to reject any or all bids, to waive any minor irregularity in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the CITY.

CITY : Petaluma

BY: 

DATE: 8-04-2022

END OF NOTICE INVITING  
BIDS

## **INSTRUCTIONS TO BIDDERS**

1. **DEFINED TERMS.** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to CITY, as distinct from a sub-bidder, who submits a price or quote to a Bidder.
2. **LOCAL BUSINESS LICENSE.** All CONTRACTORS, including subcontractors, not already having a local business license for the work contemplated, will be required to secure the appropriate license before a Contract can be executed.
3. **INTERPRETATIONS AND ADDENDA.**
  - 3.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Additions, deletions, or revisions to the Contract Documents considered necessary by the ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER as having received the Contract Documents. Questions received less than 14 days prior to the date of Bids may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
  - 3.2 Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents.
  - 3.3 Bidders shall make no special interpretation or inference of intent from differing formats in the Technical Specifications.
4. **BIDDER’S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**
  - 4.1 It is the responsibility of each Bidder before submitting a Bid:
    - A. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including “technical” data referred to below);
    - B. To visit the site to become familiar with local conditions that may affect cost, progress, or performance of the WORK;
    - C. To consider federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the WORK;
    - D. To study and carefully correlate the Bidder’s observations with the Contract Documents; and



- E. To notify the ENGINEER of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.
- 4.2 Reference is made to the Supplementary General Conditions for identification of:
- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.
  - B. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Utilities) which are at or contiguous to the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.
  - C. Those environmental reports or drawings relating to Asbestos, Hazardous Waste, PCBs, Petroleum, and/or Radioactive Materials identified at the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.
  - D. The ENGINEER makes no representation as to the completeness of the reports or drawings referred to in Paragraphs 4.2A, 4.2B, and 4.2C. above or the accuracy of any data or information contained therein. The Bidder may rely upon the accuracy of the technical data contained in such reports and drawings. However, the Bidder may not rely upon any interpretation of such technical data, including any interpretation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.
- 4.3 Copies of reports and drawings referred to in Paragraph 4.2 will be made available by the CITY to any Bidder on request, if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, are incorporated herein by reference.
- 4.4 Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site are based upon information and data furnished to the ENGINEER by the owners of such Underground Utilities or others, and the CITY does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions.
- 4.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- 4.6 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface,

subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 4.7 On request a minimum of 2 working days in advance, the ENGINEER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of ENGINEER and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such explorations. ENGINEER reserves the right to require Bidder to execute an Access Agreement with the CITY prior to accessing the site.
- 4.8 The lands upon which the WORK is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the CITY unless otherwise provided in the Contract Documents.
- 4.9 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Paragraph 4 and the following:
  - A. That the Bid is premised upon performing the WORK required by the Contract Documents without exception and such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Contract Documents;
  - B. That Bidder has given the ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the Bidder; and
  - C. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.
5. **BID FORMS.** The Bid shall be submitted on the Bid Forms provided by the City. All blanks on the Bid Forms shall be completed in ink. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "BID FOR" followed by the title of the Contract Documents for the WORK, the name of the CITY, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids.

- 5.2 The Bid must set forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the WORK, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the WORK according to detailed Drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
6. CERTIFICATES.
- 6.1 Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.
- 6.2 Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- 6.3 Bids by joint venture must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.
7. DISQUALIFICATION OF BIDDERS. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the CITY believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the CITY believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK. If a Bidder is not registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 and Section 1771.1, then the Bid may be rejected as non-responsive.
8. QUANTITIES OF WORK. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Bid price.

9. **SUBSTITUTE OR “OR EQUAL” ITEMS.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular manufacturer and the name is followed by the words “or equal”, the Bidder may write the name of a substitute manufacturer (which the Bidder considers as an “or equal”) in the List of Proposed Substitutions in the Bid Forms. The ENGINEER will make a determination of approval or rejection of the proposed substitution prior to award of the Contract. No request for substitution of an “or equal” item will be considered by the ENGINEER after award of the Contract. The procedure for the submittal of substitute or “or equal” products is contained in the Bid Forms. The Bidder shall not be relieved of any obligations of the Contract Documents or be entitled to an adjustment in the Contract Price in the event any proposed substitution is not approved.
10. **COMPETENCY OF BIDDERS.** In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder’s experience as of recent date including: (a) all projects worked on by the Bidder over the past three (3) years including the contract amount for each project; (b) all complaints made against the Contractor’s license in the past ten (10) years; and (c) all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project.
11. **SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder’s sole responsibility to see that its Bid is received in proper time and at the proper place.
12. **BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified or cashier’s check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the CITY and shall be given as a guarantee that the Bidder, if awarded the WORK, will enter into an Agreement with the CITY and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the CITY. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein. Bid Bonds shall comply with the requirements applicable to payment and performance bonds in the General Conditions.
- 12.1 **BIDDING CAPACITY.** Each Bid shall be accompanied by a list of the projects currently being worked on by Bidder, their size, contract price, scheduled completion date, location, and owner. Additionally, Bidder shall provide certified evidence of its current bonding capacity.
13. **DISCREPANCIES IN BIDS.** In the event there is more than one Bid item in a Bid Schedule, the Bidder shall furnish a price for all Bid Items in the Schedule, and failure to do so will render the Bid non-responsive and shall cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall

govern and the amount will be corrected accordingly, and the BIDDER shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the BIDDER shall be bound by said correction.

14. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.** Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications will not be considered.
15. **WITHDRAWAL OF BID.** The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.
16. **BID PROTEST.** Any Bid protest must be submitted in writing to the City Manager before 5:00 p.m. on the fifth (5<sup>th</sup>) working day following Bid opening.
  - A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
  - B. The party filing the protest must have actually submitted a Bid for the WORK. A subcontractor of a party submitting a Bid for the WORK may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
  - C. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
  - D. The protest must include the name, address and telephone number of the person representing the protesting party.
  - E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - F. The CITY will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the CITY.

- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
- H. If the CITY determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.
17. **AWARD OF CONTRACT.** Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder whose Bid complies with the requirements of the Contract Documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule. In the event the WORK is contained in more than one Bid Schedule, the CITY may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded. The CITY may condition the award upon the Bidder's timely submission of all items required by the Contract Documents, including, but not limited to the executed Agreement, performance, labor and materials, and maintenance bonds, and required certificates of insurance and endorsements.
18. **RETURN OF BID SECURITY.** Within 14 days after award of the contract, the CITY will, if requested, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany.
19. **EXECUTION OF AGREEMENT.** The Bidder to whom award is made shall execute a written Agreement with the CITY on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within five (5) working days after receipt of Notice of Award from the CITY. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the CITY may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the CITY.
20. **LIQUIDATED DAMAGES.** Provisions for liquidated damages, if any, are set forth in the Agreement.

21. **WORKERS' COMPENSATION REQUIREMENT.** The Bidder should be aware that in accordance with Section 3700 of the California Labor Code it will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Workers' Compensation Certification in the form contained in these Contract Documents.
22. **NON-COLLUSION AFFIDAVIT.** Bidders must execute the following affidavit and submit the same with his/her bid:
23. **MATERIALS SUPPLIERS LIST.** Bidders and their subcontractors must complete the List of Materials Suppliers and Material Guarantee form provided with the Bid Forms and must submit the completed form with the Bid.

END OF INSTRUCTIONS TO BIDDERS

BID PROPOSAL CERTIFICATE  
(if Corporation)

STATE OF CALIFORNIA   )  
  ) ss:  
COUNTY OF                   )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_  
\_\_\_\_\_, a  
corporation existing under the laws of the State of \_\_\_\_\_, held on  
\_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_  
President of the Corporation, be and is hereby authorized to execute the Bid  
Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_  
\_\_\_\_\_ project, in the City of Petaluma, and that his/her  
execution thereof, attested by the Secretary of the Corporation, and with the  
Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)



BID PROPOSAL CERTIFICATE  
(if Partnership)

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_  
\_\_\_\_\_,  
a partnership existing under the laws of the State of \_\_\_\_\_, held  
on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as the  
General Partner of the Partnership, be and is hereby authorized to execute the Bid  
Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_  
project, in the City of Petaluma and that his/her execution thereof, attested by the  
\_\_\_\_\_ shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Partner

(SEAL)

BID PROPOSAL CERTIFICATE  
(if Joint Venture)

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_  
\_\_\_\_\_

a joint venture existing under the laws of the State of \_\_\_\_\_,  
held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as  
\_\_\_\_\_ of the joint venture, be and is hereby authorized to  
execute the Bid Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_  
\_\_\_\_\_ project, in the City of Petaluma, and  
that his/her execution thereof, attested by the \_\_\_\_\_ shall be the  
official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Managing Partner

(SEAL)

BID PROPOSAL CERTIFICATE  
(if Proprietorship)

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF )

I HEREBY CERTIFY that \_\_\_\_\_, as owner of  
\_\_\_\_\_ that I am authorized to execute the  
Bid Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_  
\_\_\_\_\_ project, in the City of Petaluma, and that my execution  
thereof shall be the official act and deed of this proprietorship.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

(SEAL)

**SECTION I**

**BID FORMS**

**(TO BE SUBMITTED WITH BIDS)**

**BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID**

\_\_\_\_\_, [Contractor] hereby declares that:

He or she is \_\_\_\_\_ [title/position] of \_\_\_\_\_, [company name] the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Public Contract Code section 7106  
Code of Civil Procedure section 2015.5

END OF BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID

BID PROPOSAL CERTIFICATE  
(if Corporation)

STATE OF CALIFORNIA    )  
  ) ss:  
COUNTY OF                    )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_  
\_\_\_\_\_, a  
corporation existing under the laws of the State of \_\_\_\_\_, held on  
\_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_  
President of the Corporation, be and is hereby authorized to execute the Bid  
Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_  
\_\_\_\_\_ project, in the City of Petaluma, and that his/her  
execution thereof, attested by the Secretary of the Corporation, and with the  
Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

BID PROPOSAL CERTIFICATE  
(if Partnership)

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_  
\_\_\_\_\_,  
a partnership existing under the laws of the State of \_\_\_\_\_, held  
on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as the  
General Partner of the Partnership, be and is hereby authorized to execute the Bid  
Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_  
project, in the City of Petaluma and that his/her execution thereof, attested by the  
\_\_\_\_\_ shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Partner

(SEAL)

BID PROPOSAL CERTIFICATE  
(if Joint Venture)

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ a joint venture existing under the laws of the State of \_\_\_\_\_,  
held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as  
\_\_\_\_\_ of the joint venture, be and is hereby authorized to  
execute the Bid Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_  
\_\_\_\_\_ project, in the City of Petaluma, and  
that his/her execution thereof, attested by the \_\_\_\_\_ shall be the  
official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Managing Partner

(SEAL)



BID PROPOSAL CERTIFICATE  
(if Proprietorship)

STATE OF CALIFORNIA     )  
   ) ss:  
COUNTY OF                             )

I HEREBY CERTIFY that \_\_\_\_\_, as owner of  
\_\_\_\_\_ that I am authorized to execute the  
Bid Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_  
\_\_\_\_\_ project, in the City of Petaluma, and that my execution  
thereof shall be the official act and deed of this proprietorship.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

(SEAL)

# PROPOSAL

To the City Council of the City of Petaluma:

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans, specifications, and special provisions for the unit or lump sum prices set forth in the attached Bid Schedule.

It is understood and agreed that the undersigned shall complete the work of the contract within the time provided for in the Contract Documents and Specifications governing said work.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds, insurance certificates and agreements within five (5) working days after receipt of Notice of Award of said contract from the City.

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and other contract documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all the figures on the attached Bid Schedule and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid.

Enclosed find bidder's bond, certified check, or cashier's check no. \_\_\_\_\_ of the \_\_\_\_\_ (Company) (Bank) for \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

This project requires a Class A California State Contractor's License.

Contractor's License No. \_\_\_\_\_ License Class \_\_\_\_\_

Expiration Date of Contractor's License \_\_\_\_\_

This project requires registration with the California State Department of Industrial Relations.

Public Works Contractor Registration No. \_\_\_\_\_

Registration Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

A bid submitted to a public agency by a contractor who is not licensed and not registered shall be considered non-responsive and shall be rejected by the public agency. The undersigned contractor declares that the contractor's license number, public work contractor registration number, and expiration dates stated herein are made under penalty of perjury under the laws of the State of California.

Contractor: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

END OF PROPOSAL

**BID SCHEDULE**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS		
2	Demolition and Disposal of Existing Floating Wood Docks, Cleats, Dock Utilities (Water/Power), and Power Pedestals, and specified reinstallation	1	LS		
3	Removal and Reinstallation of West Gangway	1	LS		
4	Removal and Relocation of East Gangway	1	LS		
5	Removal and Reinstallation of PSCC Floats	1	LS		
6	Petaluma Turning Basin and River Dredging and Disposal at SF-10	10,005	CY		
<b>Total Base Bid</b>				<b>\$</b>	<b>\$</b>

**OPTIONAL BID ITEMS**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
7	Stand-By-Rate	100	HR		

**\*Note:** In case of error in extension of price into the total price column, the unit price will govern.

Total Amount of Bid (written in words) is: _____ _____ Dollars and _____ Cents. In the event of discrepancy between words and figures, the words shall prevail. \$ _____ _____ Figures
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**The award of the contract shall be awarded to the lowest price of the total of Base Bid items 1 through 6. Options Bid items should NOT be included in the Base Bid Price.**

Address of Bidder

Signature of Bidder

\_\_\_\_\_  
City

\_\_\_\_\_  
Name of Bidder (Print)

\_\_\_\_\_  
Telephone Number of Bidder

\_\_\_\_\_  
Fax Number of Bidder

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
License's Expiration Date

**Addendum Acknowledgement**

Addendum No. 1    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_

Addendum No. 2    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_

Addendum No. 3    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_

Addendum No. 4    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_

Addendum No. 5    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_

Addendum No. 6    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_

Addendum No. 7    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_

Addendum No. 8    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_

## LIST OF SUBCONTRACTORS

In accordance with Section 4104 of the Public Contracting Code of the State of California, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or, in the cases of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. In each such instance, the nature and extent of the work to be performed shall be described.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself. The subcontracting of work for which no subcontractor was designated in the original bid and which is in excess of one-half of one percent of the total contract price, will be allowed only with the written consent of the City.

<b>Name of Subcontractor</b>	<b>Address of Office, Mill, or Shop</b>	<b>Description of Work to be Performed (also show Bid Schedule Item Number)</b>	<b>Public Works Contractor Registration Number</b>
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END OF LIST OF SUBCONTRACTORS

**LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE**

The bidder is required to name the make and supplier of the material items listed below to be furnished under these specifications. The bidder shall name a manufacturer for each item and the supplier of the item if the supplier is not the manufacturer. The naming of more than one supplier for a single item or naming a supplier followed by the words “or equal” will not be acceptable. Substitution of any listed supplier following submission of this form with the Bid shall only be permitted as authorized by the Engineer pursuant to Section 6.3 of the General Conditions.

Failure to complete this form and submit it with the bid proposal may cause the proposal to be rejected as being incomplete and not responsive to the solicitation.

<b>Item</b>	<b>Supplier &amp; Manufacturer</b>	<b>Address</b>

**MATERIAL GUARANTEE**

In addition to completion of the list of material suppliers on the Material Suppliers form, the bidder may be required to furnish prior to award of contract, a complete statement of the origin, composition and manufacturer of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to test, provided for in these specifications or in the Special Provisions to determine their quality and fitness for the work.

END OF  
LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE



**QUESTIONNAIRE AND FINANCIAL ASSURANCE STATEMENT**

The following statements as to experience and financial qualifications of the Proposer are submitted in conjunction with the proposal as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Proposer.

The Proposer has been engaged in the contracting business under the present business for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the proposal extends over a period of \_\_\_\_\_ years.

The Proposer, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor, except as follows:

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List all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project:

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The following contracts for work have been completed in the last three (3) years for the persons, firm or authority indicated and to whom reference is made:

<u>Year</u>	<u>Type of Work-Size, Length and Contract Amount</u>	<u>Location and For Whom Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following complaints have been made against the Proposer's contractor's license within the past ten (10) years:

Date: \_\_\_\_\_ Nature of Complaint \_\_\_\_\_

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Reference is hereby made to the following bank or banks as to the financial responsibility of the proposer:

NAME OF BANK	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the proposer:

NAME OF SURETY COMPANY:  
\_\_\_\_\_

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
SIGNATURE OF PROPOSER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF PROPOSER

END OF  
QUESTIONNAIRE AND FINANCIAL STATEMENT FORM

## STATEMENT OF QUALIFICATIONS

**The apparent low Bidder shall submit a Statement of Qualifications as specified herein as a submittal to the City within 24 hours of the bid opening.**

- A. The following are minimum requirements for the Bidder to be found responsible to perform the Work. Bidder's compliance with the minimum qualification requirements will be measured by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work. If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's supervisory personnel.
  - 1. Five years experience as a continuously operating entity engaged in the performance of similar work.
  - 2. Experience on public works projects, with no history of default termination.
  - 3. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
  
- B. Owner will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

**SITE VISIT AFFIDAVIT  
TO BE EXECUTED  
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID**

(To Accompany Bid)

State of California     )  
  )   ss.  
County of                    )

\_\_\_\_\_, **being first duly sworn**, deposes and says that he or  
(Contractor's Authorized Representative)

she is

\_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing  
(Title of Representative)                   (Contractor's Name)

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

Signature                   Name of Bidder

**BID BOND**

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Petaluma (herein called "the Owner") for the payment of the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, which is ten (10) percent of the total amount bid by bidder to the Owner. Principal has submitted the accompanying bid for the construction of the \_\_\_\_\_ project.

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files the bonds required by the Agreement with the Owner, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner's reasonable attorney's fees, witness fees and other costs incurred with or without suit.

Executed on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Any claims under this bond may be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and address of Surety's agent for service of process in California, if different from above)

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

**NOTICE:**

No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

END OF BID BOND

**SECTION II**  
**GENERAL CONDITIONS**

**CITY OF PETALUMA - GENERAL CONDITIONS**

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## **ARTICLE 1 - DEFINITIONS**

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated in this Article 1 which meanings are applicable to both the singular and plural thereof. If a word which is entirely in upper case in these definitions is found in lower case in the Contract Documents, then the lower case word will have its ordinary meaning.

**Addenda** - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

**Agreement** - The written contract between the CITY and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

**Application for Payment** - The form accepted by the ENGINEER which is to be used by the CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentations as is required by the Contract Documents.

**Asbestos** - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

**Bid** - The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the WORK.

**Bonds** - Bid, Performance, and Labor and Materials, and Maintenance Bonds and other instruments of security.

**Change Order** - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the CITY, and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

**CITY** - The City of Petaluma.

**Clarification** - A document issued by the ENGINEER to the CONTRACTOR that clarifies the requirements(s) and/or design intent of the Contract Documents, which may not represent an addition, deletion, or revision in the WORK or an adjustment in the Contract Price or the Contract Times.

**Contract Documents** - The Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), Agreement, Performance Bond, Labor and Materials Bond, Maintenance Bond, General Conditions, any Supplementary General

Conditions, Special Provisions, Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. Shop Drawings are not Contract Documents.

**Contract Price** - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

**Contract Times** - The number or numbers of successive calendar days or dates stated in the Contract Documents for the completion of the WORK.

**CONTRACTOR** - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has executed the Agreement.

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

**Defective Work** - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the ENGINEER's recommendation of final payment.

**Drawings** - The drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

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

**ENGINEER** - The City Manager or his/her designee.

**Field Order** - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

**Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 U.S.C. Section 6906) as amended from time to time.

**Laws and Regulations; Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

**Lien or Mechanic's Lien** - A form of security, an interest in real property, which is held to secure the payment of an obligation. When related to public works construction, Lien or Mechanic's Lien may be called Stop Notice.

**Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the WORK or a period of time within which the separately identifiable part of the WORK should be performed prior to completion of all the WORK.

**Notice of Award** - The written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY will enter into an Agreement.

**Notice of Completion** - A form signed by the ENGINEER and the CONTRACTOR recommending to the CITY that the WORK is Complete and fixing the date of completion. After acceptance of the WORK by the CITY Council, the form is signed by the CITY and filed with the County Recorder. This filing starts the 30 day lien filing period on the WORK.

**Notice to Proceed** - The written notice issued by the CITY to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK for the purpose for which it is intended prior to completion of all the WORK.

**Partial Utilization** - Use by the CITY of a completed part of the WORK for the purpose for which it is intended prior to completion of all the WORK.

**Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

**Project** - The total construction project of which the WORK to be provided under the Contract Documents may be the whole, or as part as indicated elsewhere in the Contract Documents.

**Record Drawings** - Drawings generated by marking a set of Drawings to reflect all of the changes that have occurred during construction of the Project.

**Resident Project Representative** - The authorized representative of the ENGINEER who is assigned to the Site or any part thereof.

**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.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of WORK.

**Site** - Lands or other areas designated in the Contract Documents as being furnished by the CITY for the performance of the construction, storage, or access.

**Special Provisions** - Specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications.

**Specifications** - The directions, provisions and requirements set forth in the Standard Specifications as supplemental and modified by the special provisions.

**Stop Notice** - A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work, which secures payment from construction funds possessed by the CITY. In some states, for public property, the Stop Notice remedy is designed to substitute for a mechanic's lien.

**Subcontractor** - An individual, partnership, corporation, joint-venture, or other legal entity having a direct contract with the CONTRACTOR or with any other subcontractor for the performance of a part of the WORK at the Site.

**Supplementary General Conditions** - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

**Supplier** - A manufacturer, fabricator, distributor, materialman, or vendor having a direct contract with the CONTRACTOR or with any Subcontractor to furnish materials, equipment, or product to be incorporated in the WORK by the CONTRACTOR or any Subcontractor.

**Utilities** - All pipelines, conduits, ducts, cables, wires, tracks, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above the ground to furnish any of the following services or materials; water, sewage, sludge, drainage, fluids, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic control, or other control systems.

**WORK** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK 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.

**Working day** - Any day except Saturdays, Sundays and CITY holidays.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES**

- A. When the CONTRACTOR delivers the signed Agreement to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and insurance policies and certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.



## 2.2 COPIES OF DOCUMENTS

- A. The CITY will furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.

## 2.3 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

- A. The Contract Times will start to run on the commencement date stated in the Notice to Proceed.

## 2.4 STARTING THE WORK

- A. The CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, but no work shall be done at the Site prior to said commencement date.
- B. Before undertaking each part of the WORK, the CONTRACTOR shall review the Contract Documents in accordance with Paragraph 3.3.

## 2.5 PRECONSTRUCTION CONFERENCE

- A. The CONTRACTOR is required to attend a preconstruction conference. This conference will be attended by the CITY, ENGINEER, and others as appropriate in order to discuss the WORK.
- B. The CONTRACTOR's initial schedule submittals for shop drawings, obtaining permits, and Plan of Operation and CPM Schedule will be reviewed and finalized. At a minimum, the CONTRACTOR's representatives shall include its project manager, project superintendent and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment will be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

# ARTICLE 3 – INTENT AND USE OF CONTRACT DOCUMENTS

## 3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the CITY and the CONTRACTOR concerning the WORK. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of California .
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any

labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not called for specifically.

- C. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in Article 1 of the General Conditions.

### 3.2 REFERENCE TO STANDARDS

- A. Reference to standard 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. However, no provision of any referenced standard specification, manual or code shall be effective to change the duties and responsibilities of the CITY or the CONTRACTOR or any of their consultants, agents or employees, from those set forth in the CONTRACT Documents, nor shall it be effective to assign to CITY any duty or authority to direct the performance of the WORK or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.3 REVIEW OF CONTRACT DOCUMENTS

- A. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any 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, CONTRACTOR shall report it to ENGINEER in writing at once, and CONTRACTOR shall not proceed with the work affected thereby (except in an emergency as authorized by Paragraph 6.13 until a Clarification, Field Order, or Change Order to the Contract Documents has been issued.

### 3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. Unless otherwise noted herein, conflicts or inconsistencies between parts of the Contract will be resolved by the ENGINEER with a Change Order or an Addendum, if required. Addenda and Change Orders bearing the most recent date shall prevail over Addenda or Change Orders bearing earlier dates. Any reference to addenda-changed specifications or drawings shall be considered to have been changed accordingly. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Orders/Addenda (most recent in time take precedence)
2. Agreement and Bond Forms
3. Referenced Standard Specifications
4. Special Provisions
5. Drawings
6. General Conditions
7. Instructions to Bidders
8. Contractor's Bid (Bid Form)
9. Notice Inviting Bids
10. Supplementary General Conditions (if any)
11. Permits from other agencies as may be required by law

B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over any other drawings
4. Drawings govern over standard drawings

### 3.5 AMENDING CONTRACT DOCUMENTS

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10).

### 3.6 REUSE OF DOCUMENTS

A. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the CITY shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of CITY.

## ARTICLE 4 – SITE OF THE WORK

### 4.1 AVAILABILITY OF LANDS

- A. The CITY will furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the ENGINEER prior to said use; and the CITY will not be liable for any claims or damages resulting from the CONTRACTOR's trespass on or use of any such properties. The CONTRACTOR shall provide the CITY with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the WORK.

### 4.2 REPORTS OF PHYSICAL CONDITIONS

- A. **Subsurface Explorations:** Reference is made to any Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by the ENGINEER in the preparation of the Contract Documents.
- B. **Existing Structures:** Reference is made to any Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground Utilities referred to in Paragraph 4.3 herein) which are at or contiguous to the Site that have been utilized in the preparation of the Contract Documents.
- C. The CITY makes no representation as to the completeness of the reports or drawings referred to in Paragraph 4.2 A or B above or the accuracy of any data or information contained therein. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports and drawings. However, the CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

#### 4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. **Indicated:** The information and data indicated in the Contract Documents with respect to existing underground Utilities at or contiguous to the Site are based on information and data furnished to the CITY or the ENGINEER by the owners of such underground Utilities or by others. Unless it is expressly provided in any Supplementary General Conditions the CITY will not be responsible for the accuracy or completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of all of which are deemed to have been included in the Contract Price.
- B. **Not Indicated:** If an underground Utility is uncovered or revealed at or contiguous to the Site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such underground Utility and give written notice thereof to that owner and shall notify the ENGINEER.

#### 4.4 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall notify the ENGINEER, in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, promptly upon their discovery (but in no event later than 14 days after their discovery) and before they are disturbed:
  - 1. Subsurface or latent physical conditions at the Site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in Paragraph 4.2, 4.3, and 4.5.
- B. The ENGINEER will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto.
- C. If the ENGINEER concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the difference.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening the Contract Times, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the ENGINEER and the CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

- E. The CONTRACTOR's failure to give notice of differing Site conditions within 14 days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

#### 4.5 HAZARDOUS MATERIALS

- A. CITY shall be responsible for any Asbestos, Hazardous Waste, Petroleum, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the WORK and which may present a substantial danger to persons or property exposed thereto in connection with the WORK at the Site. CITY will not be responsible for any such material brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.
  - 1. Upon discovery of any Asbestos, Hazardous Waste, Petroleum, or Radioactive Material, the CONTRACTOR shall immediately stop all work in any area affected thereby (except in an emergency as required by Paragraph 6.13) and notify ENGINEER (and therefore confirm such notice in writing). CONTRACTOR shall not be required to resume any work in any such affected area until after CITY has obtained any required permits related thereto and delivered to CONTRACTOR special written notice. Such written notice will specify that such condition and any affected area is or has been rendered safe for the resumption of the work or specify any special conditions under which the work may be resumed safely. If ENGINEER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of adjustment, if any, in Contract Price or Contract Times as a result of such work stoppage or such special conditions under which work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.
  - 2. If, after receipt of such special written notice, CONTRACTOR does not agree to resume such WORK based on a reasonable belief it is unsafe, or does not agree to resume such WORK under special conditions, ENGINEER may order such portion of the WORK that is in connection with such hazardous condition or in such affected area to be deleted from the WORK. If ENGINEER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the WORK then either party may make a claim therefor as provided in Articles 11 and 12. CITY may have such deleted portion of the WORK performed by CITY's own forces or others in accordance with Article 7.
- B. The provisions of Paragraphs 4.2, 4.3, and 4.4 are not intended to apply to Asbestos, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

#### 4.6 REFERENCE POINTS

- A. The ENGINEER will provide the location and elevation of one bench mark, near or on the Site of the WORK, for use by the CONTRACTOR for alignment and elevation control. Unless otherwise specified in any Supplementary General Conditions, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.
- B. The CONTRACTOR shall preserve or replace any and all bench marks, section corners, witness corners, stakes, and other survey marks, and in case of their removal or destruction by any party, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by surveyor licensed under the applicable state codes governing land surveyors.

### ARTICLE 5 – BONDS AND INSURANCE

#### 5.1 BONDS

- A. The CONTRACTOR shall furnish Performance and Labor and Materials Bonds, each in the amount of one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of completion, except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.
- B. The CONTRACTOR shall guarantee the WORK to be free of defects in material and workmanship for a period of one (1) year following the CITY's acceptance of the WORK. The CONTRACTOR shall agree to make, at the CONTRACTOR's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The CONTRACTOR's guarantee against defects required by this provision shall be secured by a Maintenance Bond, in the amount of ten percent (10%) of the contract price, which shall be delivered by the CONTRACTOR to the CITY prior to acceptance of the WORK. The Maintenance Bond shall remain in force for one (1) year from the date of acceptance of the contracted WORK. The CONTRACTOR shall make all repairs and replacements within the time required during the guarantee period upon receipt of written order from the ENGINEER. If the CONTRACTOR fails to make the repairs and replacements within the required time, the CITY may do the work and the CONTRACTOR and the CONTRACTOR's surety for the Maintenance Bond shall be liable to the CITY for the cost. The expiration of the Maintenance Bond during the one-year guarantee period does not operate to waive or void the one-year guarantee, as set forth herein and in paragraph 6.16 of these General Conditions.

- C. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.
- D. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the CITY.
- E. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

## 5.2 INSURANCE

Contractor and any subcontractor shall not commence work under this Agreement until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and carrier and the City Manager as to sufficiency, nor shall Contractor allow any contractor or subcontractor to commence work on this contract or subcontract until all similar insurance required of the contractor and/or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

CONTRACTOR shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor’s agents, representatives, employees or subcontractors.



**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage.
2. Insurance Services Office form number CA covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. [Optional] Such other insurance coverages and limits as may be required by the CITY as follows: \_\_\_\_\_.

**B. Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident  
Bodily Injury by Disease - \$1,000,000 policy limit  
Bodily Injury by Disease - \$1,000,000 each employee

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions**

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. The CITY, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.
4. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. 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 CITY.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**F. Verification of Coverage**

CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY. All endorsements are to be received and

approved by the CITY before work commences. As an alternative to the CITY's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

## **ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

### **6.1 COMMUNICATIONS**

- A. Written communications with the CITY shall be only through or as directed by the ENGINEER.

### **6.2 SUPERVISION AND SUPERINTENDENCE**

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and all safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall designate in writing and keep on the Site at all times during the performance of the WORK a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the ENGINEER. The superintendent will be the CONTRACTOR's representative at the Site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.
- C. The CONTRACTOR's superintendent shall be present at the Site at all times while work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the Site.

### **6.3 LABOR, MATERIALS, AND EQUIPMENT**

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any required temporary works. The CONTRACTOR shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the WORK or property at the Site or adjacent thereto, and except as otherwise indicated in the

Contract Documents, all work at the Site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any federally observed holiday without the CITY's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER in writing a minimum of 24 hours in advance.

- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.
- C. All increased costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY has the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, lubricants, power, light, heat, telephone, water, sanitary facilities, and all other facilities, consumables, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
- E. All materials and equipment incorporated into the WORK shall be of specified quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the CITY. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the CITY or any of its 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 contrary to the provisions of Paragraph 9.9 C.
- F. The work, unless otherwise permitted or approved by the ENGINEER, shall be completed with the incorporated use of equipment, materials, and/or products where such are specified. Substitutions and equal alternatives will be permitted as

provided in this article; however, neither the request for substitution nor the offer of alternatives shall in any way by their submittal obligate the CITY to assent to any request or offer. Failure of the CONTRACTOR awarded the work to either submit requests for substitutions or to offer alternatives within the required times provided in this General Condition will be considered as evidence that the work shall be accomplished with trade-named equipment, materials, and/or products as identified in the Specifications and/or the Drawings.

- G. Unless otherwise provided elsewhere in the Contract, all equipment, materials, and/or products incorporated into the work shall be new and, where not specified, shall be of the highest quality of the respective kinds for the intended use, and all workmanship shall meet or exceed applicable construction industry standards and practices. If equipment, materials, and/or products are designated by listing named manufacturers of particular equipment, materials, and/or products followed by the words "or equal," then the CONTRACTOR may furnish the named equipment, materials, and/or products or any equal equipment, materials, and/or products. The first-named manufacturer of particular equipment, materials, and/or products is the basis for the design shown on the Project Drawings. A subsequently named manufacturer or particular equipment, materials, and/or products has been determined to be an acceptable substitution but may require modifications in the Project's design and its ultimate construction to accommodate its use. If such subsequently named items are selected by the CONTRACTOR for incorporation into the work, the CONTRACTOR shall assume all costs required for modifications to the equipment, materials, and/or products, and Project design and construction as may be required for said items' use. Substitutions for an unnamed "equal" item of material shall be permitted upon compliance of the procedures set forth in Paragraph I of this article. If a CONTRACTOR makes use of an unnamed "equal" product as a substitute for a specifically named material or product, the CONTRACTOR shall assume all costs required to make the necessary revisions or modifications to accommodate the use of said unnamed product.
- H. Before beginning the work and within thirty-five (35) calendar days after award of the Contract, the CONTRACTOR shall submit a List of Materials to the ENGINEER for review. The List shall include all items of equipment, materials, and/or products to be incorporated into the work and the names of suppliers with whom purchase orders have been placed. The names on the List shall be arranged in the same order as in the specifications, and shall contain sufficient data to identify precisely the items of equipment, materials, and/or products the CONTRACTOR proposes to furnish. The List shall include Specifications or Drawing references. Once the submission is determined to be acceptable to the ENGINEER, it shall be returned to the CONTRACTOR.
- I. Substitution for those equipment, materials, and/or products specified shall only be permitted when the proposed unnamed "equal" product or material to be furnished is both equal in quality and utility and after the CONTRACTOR has

complied with the following provisions: (1) All substitutions shall be reviewed by the ENGINEER. (2) The ENGINEER must approve such substitution in writing prior to its incorporation into the work. (3) Unless otherwise authorized in writing by the CITY, the CONTRACTOR shall, within thirty-five (35) calendar days of award and prior to placing any purchase orders, but at least thirty (30) calendar days before it requires approval of any such alternative item, submit to the CITY sufficient data, drawings, samples, literature, or other detailed information as will demonstrate to the ENGINEER that the proposed substitute is equal in quality and utility to the equipment, materials and/or products specified.

1. Within thirty (30) calendar days following receipt of all requested information from the CONTRACTOR, the ENGINEER will determine whether the proposed alternative is equal in quality and utility and meets the requirements of the Contract and will inform the CONTRACTOR in writing of such determination. The burden of substantiating the quality and utility of alternatives shall be upon the CONTRACTOR, and the CONTRACTOR shall furnish all necessary information requested and required by the ENGINEER. The ENGINEER will be the sole judge as to the quality and utility of alternative equipment, materials, and/or products, and the ENGINEER's decision shall be final. An acceptance by the ENGINEER of a substitution shall not relieve the CONTRACTOR from complying with the requirements of the Drawings and Specifications. Acceptance by the ENGINEER shall not relieve the CONTRACTOR from full responsibility for the efficiency, sufficiency, and quality and performance of the substitute equipment, materials, and/or products, in the same manner and degree as the equipment, materials, and/or products specified by name.
2. Failure of the CONTRACTOR to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the CITY of any other proposed substitutions.
3. In determining whether a proposed product is equal in quality and utility, the ENGINEER is not restricted to such basic issues as performance and durability, but may consider any other issues that the ENGINEER, in the discretion of the ENGINEER, deems appropriate. Said issues may, but are not required to include, nor are they limited to, such additional factors as comparable performance, reliability, efficiency of operation, ease of operation, adaptability, ease of maintenance, capital costs, life-cycle costs, operational characteristics, costs of training personnel, maintenance history, warranties, problems created by the resulting overall warranty system, availability of qualified service, availability of parts, the history of any supplier and compatibility with existing facilities.

4. No one factor or group of factors, including such issues as savings on capital costs, shall be determinative of whether the proposed product or material is equal in quality and utility. The decision of the ENGINEER shall be based on those factors deemed by the ENGINEER to be relevant and any data, drawings, samples, literature, or other detailed information furnished by the CONTRACTOR with respect to the proposed substitution. Each decision as to whether a product or material is equal in quality and utility shall be made by the ENGINEER on a case-by-case basis.
  5. The CONTRACTOR shall be responsible for any and all costs, including consultant costs, incurred by the CITY with respect to the proposed substitution that exceed the costs inherent in the normal and reasonable review of drawings and other standard data, information, and documents concerning any proposed substitution. The CONTRACTOR shall be responsible for this cost, regardless of whether or not the substitution is approved by the ENGINEER.
- J. Unless otherwise provided in the Contract, the title and interest in the right to the use of all water, and the title to all soil, stone, gravel, sand, minerals, timber, and all other materials developed or obtained within the Project limits from operations by the CONTRACTOR or any of its subcontractors, of any of their representatives or employees, and the right to use or dispose of the same are hereby expressly reserved in the CITY; and neither the CONTRACTOR nor any of its subcontractors, nor any of their representatives or employees, shall have any right, title, or interest in or to any part thereof.
- K. All material used under the Contract after it has been attached or affixed to the work or soil and after partial payment has been made therefore shall become the property of the CITY.
- L. In the event that any Indian relics or items possessing archaeological or historical value are discovered by the CONTRACTOR or any of its subcontractors or any of their representatives or employees, the CONTRACTOR shall immediately notify the ENGINEER and await the ENGINEER's decision before proceeding with any work. The CONTRACTOR shall have no property right in such relics and items.
- M. The CONTRACTOR shall be satisfied as to the quantity of acceptable materials or products which may be produced or obtained at local sources, and the CITY will not assume any responsibility as to the quantities or quality of acceptable materials or products available.
- N. The CONTRACTOR, with the permission of the ENGINEER, may use in the proposed construction such stone, gravel, sand, or other material suitable in the opinion of the ENGINEER as may be found in excavation.

- O. Existing equipment, materials, and/or products to be salvaged shall remain the property of the CITY. Salvage to be reinstalled in the work shall be refurbished as required before reinstallation. Other work to be salvaged shall be carefully removed and handled in such a manner as to avoid damage and shall be delivered to storage at a location designated by the ENGINEER.

#### 6.4 SCHEDULE

- A. The CONTRACTOR shall comply with the schedule requirements in the Special Provisions or as otherwise provided in the Contract Documents.

#### 6.5 SUBSTITUTES OR “OR EQUAL” ITEMS

- A. The CONTRACTOR shall submit proposed substitutes or “or equal” items in accordance with the Bidding Requirements. No request for substitution of an “or equal” item will be considered by the ENGINEER after award of the Contract, except as provided in Paragraph 6.3I herein.

#### 6.6 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. The CONTRACTOR shall be responsible to the CITY for the acts and omissions of its Subcontractors, Suppliers, and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the CITY nor relieve the CONTRACTOR of any liability or obligation under the Contract Documents. The CONTRACTOR shall include these General Conditions and the Supplementary General Conditions as part of all its subcontract and supply agreements.

#### 6.7 PERMITS

- A. Unless otherwise provided in any Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements shall not be made the basis for claims for additional compensation by CONTRACTOR. When necessary, the CITY will assist the CONTRACTOR, in obtaining such permits and licenses. The CONTRACTOR shall pay all charges of utility owners for inspection or connections to the WORK.

#### 6.8 PATENT FEES AND ROYALTIES

- A. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design,



process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by the ENGINEER in the Contract Documents. The CONTRACTOR's indemnification obligation under this Paragraph 6.8 A. for all claims and liabilities arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product or device not specified in the Contract Documents shall be in accordance with Paragraph 6.16 of these General Conditions.

## 6.9 LAWS AND REGULATIONS

- A. The CONTRACTOR shall observe and comply with all Laws and Regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK including, but not limited to, all applicable safety Laws and Regulations. If any discrepancy or inconsistency should be discovered between the Contract Documents and any such Laws or Regulations, the CONTRACTOR shall report the same in writing to the ENGINEER. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The CONTRACTOR's indemnification obligations for all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors or Suppliers shall be in accordance with Paragraph 6.16 of these General Conditions.

## 6.10 TAXES

- A. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the WORK.

## 6.11 USE OF PREMISES

- A. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site, the land and areas identified in and permitted by the Contract Documents, and the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall assume full liability and responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the CITY by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall

promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation at the CONTRACTOR's sole liability expense. The CONTRACTOR's indemnification obligations for all claims and liability, arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the CITY, its consultants, subconsultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK shall be in accordance with Paragraph 6.16 of these General Conditions.

## 6.12 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall be responsible for the direction and control of the work assigned and for assuring that all workers on the project understand the hazards of the work involved and the safe work procedures required for each job. The CONTRACTOR shall assure that its subcontractors of all tiers shall, without expense to the CITY, comply with this safety responsibility. No work shall proceed until each worker and subcontractor understands the scope of the work and all safety rules and work procedures to be followed. The CONTRACTOR shall not allow a new employee or new subcontractor to begin work on CITY projects without a full and proper safety orientation. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage to prevent damage, injury or loss to:
1. All persons at the Site and other persons and organizations who may be affected thereby;
  2. All the WORK and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the performance of the WORK.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may effect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. CONTRACTOR'S duties and responsibilities for safety and for protection of the WORK shall continue until such time as all the

WORK is completed and ENGINEER has issued a notice to the CONTRACTOR in accordance with Paragraph 14.7 B. that the WORK is acceptable.

- C. The CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be made available at the Site by the CONTRACTOR for every hazardous product used.
- E. Material usage shall strictly conform to OSHA safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The CONTRACTOR shall be responsible for the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended use to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.
- H. Before starting work, the CONTRACTOR shall submit a written safety program to the CITY. The objective of the safety program shall be accident prevention. Such program shall include, but not be limited to, the following:
  - 1. An organization chart and accompanying narrative which describes the responsibility for employee and public safety of those individuals who control each phase of operations and set forth in writing the policies and procedures to be followed by all personnel. The chart shall also show the CONTRACTOR's internal lines of communication (including subcontractors) for the program.
  - 2. A specific program for communication between the CONTRACTOR and CITY on safety matters. The CONTRACTOR shall also designate one person with whom official contact can be made by the CITY on safety matters.
  - 3. Evidence that the CONTRACTOR has become thoroughly familiar with the potential hazards of the work and applicable federal and state regulations.

4. Specific safety procedures and guidelines for conduct of the Work.
5. The CITY's review, comment upon, and/or acceptance of the CONTRACTOR's safety program and/or plan does not in any way negate the responsibilities of the CONTRACTOR for safety or place any responsibility upon the CITY for such safety. Such review comment and/or acceptance shall not be construed as limiting in any manner the CONTRACTOR's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the site.

#### 6.13 EMERGENCIES

- A. In emergencies affecting the safety or protection of persons or the WORK or property at the Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, is obligated to immediately act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued to document the consequences of such action.

#### 6.14 SUBMITTALS

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the Special Provisions, the CONTRACTOR shall submit to the ENGINEER for review all Shop Drawings and details of all structural and reinforcing steel, equipment, electrical controls, structural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances in accordance with the accepted schedule of Shop Drawing submittals specified in the Special Provisions or as otherwise provided in the Contract Documents.
- B. The ENGINEER'S review will be only to determine if the items covered by the submittals will, after installation or incorporation in the WORK, generally conform to the Contract Documents and with the design concept of the completed Project. The ENGINEER's favorable review shall be obtained before any such items are manufactured or used in the work. The favorable review of Drawings by the ENGINEER shall apply in general design only and shall in no way relieve the CONTRACTOR from responsibility for errors or omissions contained therein. Favorable review by the ENGINEER shall not relieve the CONTRACTOR of its obligation to meet safety requirements and all other requirements of law. The ENGINEER will start reviewing the CONTRACTOR's submittals only after the

Notice to Proceed is issued by the CITY with the exception of some unusual long lead items which may require submittals prior to issuing the Notice to Proceed.

- C. The CONTRACTOR shall also submit to the ENGINEER for review all Samples in accordance with the accepted schedule of Sample submittals specified in the Special Provisions or as otherwise provided in the Contract Documents.
- D. Before submittal of each Shop Drawing or Sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the WORK and the Contract Documents. The CONTRACTOR shall provide submittals in accordance with the requirements of the Special Provisions or as otherwise provided in the Contract Documents.
- E. Shop-drawing submittal and coordination are the responsibility of the prime contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Any designation of work "by others," shown on Shop Drawings, shall mean that the work will be the responsibility of the CONTRACTOR rather than the subcontractor or supplier who has prepared the Shop Drawings.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall demonstrate clearly compliance with the Drawings and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portions of the data are applicable to this Project.

- F. Review of shop-drawing submittals by the ENGINEER has as its primary objective the completion for the CITY of a Project in full conformance with the Drawings and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective, shop-drawing review as a secondary objective will assist the CONTRACTOR in its procurement of equipment that will meet all requirements of the Drawings and Specifications, will fit the structures detailed on the Drawings, will be complete with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility. Acceptance of Shop Drawings and submittals does not constitute a change order to the Contract requirements.
- G. Where the CONTRACTOR is required by these Specifications to make submittals, they shall be submitted to the ENGINEER with a letter of transmittal and in sufficient number of copies to allow a distribution of at least one (1) copy to all parties needing a copy to carry out the provisions of the Specifications, including three (3) copies to be retained by the ENGINEER. The ENGINEER

shall determine the appropriate number of such copies required at the time of the preconstruction conference.

H. Within twenty-five (25) calendar days of receipt by the ENGINEER of each of the CONTRACTOR's submissions and all appurtenant data required for their review, the appropriate number of copies will be returned to the CONTRACTOR with one of the following notations:

1. Resubmittal not required; correction, if any, noted.
2. Correct and resubmit; corrections noted.

Returned copies of Drawings marked with Notation "1" authorize the CONTRACTOR to proceed with the operations covered by such returned copies, provided that such operations be subject to the comments, if any, shown on such returned copies. Returned copies of Drawings marked with Notation "2" shall be corrected, as necessary and required, and shall be submitted in the same manner as before.

I. When submittals are favorably reviewed, the ENGINEER will retain three (3) copies and will return all other copies to the CONTRACTOR. When submittals are not favorably reviewed, the ENGINEER will retain only two (2) copies and will return all others to the CONTRACTOR. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submission to the ENGINEER at least by the second submission of data. The CITY reserves the right to deduct monies from payments due the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the second submission.

J. Favorable review by the ENGINEER will not constitute acceptance by the ENGINEER of any responsibility for the accuracy, coordination, and completeness of the Shop Drawings or the items of equipment represented on the Drawings. Accuracy, coordination, and completeness of Shop Drawings shall be the sole responsibility of the CONTRACTOR, including responsibility to back check comments, corrections, and modifications from the ENGINEER's review before fabrication. Supplemental, specific requirements for Shop Drawings and details are contained in the applicable technical sections of these Specifications.

K. Copies of schedules and Shop Drawings submitted to the ENGINEER for review shall be such as to provide three (3) copies for the ENGINEER's files, and such additional copies as the CONTRACTOR may desire for its own office files and/or for distribution by it to subcontractors or vendors. Exceptions will be noted in specific sections of Specifications. All Shop Drawings and supporting data, catalogs, and schedules shall be submitted as the instruments of the CONTRACTOR, who shall be responsible for their accuracy and completeness. These submittals may be prepared by the CONTRACTOR, subcontractors, or suppliers, but the CONTRACTOR shall ascertain that submittals meet all of the

requirements of the Contract, while conforming to structural, space, and access conditions at the point of installation. The CONTRACTOR shall check all submittals before submitting them to the ENGINEER.

- L. The ENGINEER shall check and review schedules, drawings, etc., submitted by the CONTRACTOR only for general design conformance with the concept of the Project and compliance with the Contract. Shop Drawings shall not be used to order products' fabrication or delivery for construction or installation unless submitted to and favorably reviewed by the ENGINEER. Acceptance by the ENGINEER of any drawings, method of work, or any information regarding materials and equipment the CONTRACTOR proposes to furnish shall not relieve the CONTRACTOR of its responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the Design ENGINEER or the CITY, or any officer or employee thereof, and the CONTRACTOR shall have no recourse against the CITY under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the ENGINEER has no objection to the CONTRACTOR using, upon its own full responsibility, the plan or method of work proposed or furnishing the materials and equipment proposed.

#### 6.15 CONTINUING THE WORK

- A. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the CITY. No WORK shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

#### 6.16 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- A. CONTRACTOR warrants and guarantees that all WORK will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR represents that the WORK performed pursuant to the Contract shall be of the quality specified or of the highest quality if no quality is specified, and shall conform to the Contract Documents. The CONTRACTOR warrants all equipment, material, products, and workmanship furnished and all work performed under the Contract against defects for a period of one (1) year after final acceptance regardless of whether the same were furnished or performed by the CONTRACTOR or by any of its subcontractors or suppliers of any tier.
- B. The CONTRACTOR shall make, at its own expense, all repairs and/or replacements necessitated by defects in the equipment, materials, and/or products and in the workmanship provided by the CONTRACTOR or any of its subcontractors that become evident within the warranty period.

- C. Upon receipt of written notice from the CITY of any breach of warranty during the applicable warranty period, the affected item shall be redesigned, repaired, or replaced by the CONTRACTOR and the CONTRACTOR shall perform such tests as the CITY may require to verify that such redesign, repair, and replacement comply with the requirements of the Contract. The CITY shall have the right to operate and use such equipment, materials, and/or products until they can, without damage to the CITY, be taken out of service for correction or replacement by the CONTRACTOR. As to the redesigned, repaired, or replaced work, the CONTRACTOR warrants such redesigned, repaired, or replaced work against defective design, equipment, materials, products, and workmanship for a period of one (1) year from and after the date of satisfactory completion of such redesigned, repaired, or replaced work. The CITY reserves the right to require that the CONTRACTOR performs such repair or replacement work.
- D. The CITY also reserves the right to make such repairs or replacements, if, within seven (7) calendar days after the mailing of a notice in writing to the CONTRACTOR and Surety, the CONTRACTOR shall neglect to make or undertake with due diligence the aforesaid repairs or replacements and that Surety within seven (7) calendar days after mailing of a notice in writing of such negligence of the CONTRACTOR shall neglect to make or undertake with due diligence the aforesaid repairs or replacements itself, provided, however, that in the case of an emergency where in the opinion of the CITY delay would cause hazard to health or serious loss or damage, repair may be made without notice being sent to the CONTRACTOR or Surety, and the CONTRACTOR shall pay the cost thereof.
- E. All costs including workforce and materials incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment necessary to gain access and all other costs incurred as the result of a breach of warranty shall be borne by the CONTRACTOR whether performed by the CITY or the CONTRACTOR.
- F. Nothing in this section shall be construed to limit, relieve, or release the CONTRACTOR, subcontractor's, and equipment, materials, and/or products suppliers, and other service providers' liability to the CITY for damages sustained as the result of latent defects in the workmanship, equipment, materials, and/or products done and/or furnished by the CONTRACTOR, its subcontractors, suppliers and/or other service providers.
- G. The Performance Bond shall extend for a period of one (1) year after acceptance of the Contract by the CITY and shall cover the CONTRACTOR's obligations resulting from the warranty requirements herein specified.
- H. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:



1. Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, or Suppliers, or other individual or entity for whom CONTRACTOR is responsible;
  2. Normal wear and tear under normal usage.
- I. CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of WORK that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents:
1. Observations by ENGINEER;
  2. Recommendation by ENGINEER or payment by CITY of any progress or final payment;
  3. The issuance of a Certificate of Completion by the CITY;
  4. Use or occupancy of the WORK or any part thereof by the CITY;
  5. Any acceptance by CITY or any failure to do so;
  6. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice or acceptability by ENGINEER pursuant to Paragraph 14.7 B.;
  7. Any inspection, test, or approval by others; or
  8. Any correction of Defective Work by CITY.

#### 6.17 INDEMNIFICATION

- A. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the WORK or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the City. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its subcontractors, employees, or

agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;

2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, or Supplier's own employees, or agents engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;
3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the CONTRACTOR, its subcontractors, employees, or agents;
4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement;
5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the CITY or any other parties by the CONTRACTOR, its subcontractors, employees, or agents;
6. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its subcontractors, employees, or agents;
7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CONTRACTOR;
8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CONTRACTOR, Subcontractors, Suppliers, or any of their employees or agents, and;
9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the CITY, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CONTRACTOR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous thereto or its performance of the WORK thereon.

- B. The CONTRACTOR shall reimburse the CITY for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said CITY in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Article 11 shall not be limited in any way by any limitation on the amount or type of insurance carried by CONTRACTOR or by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

#### 6.18 CONTRACTOR'S DAILY REPORTS

- A. The CONTRACTOR shall complete a daily report indicating location worked, total manpower for each construction trade, major equipment on Site, each Subcontractor's manpower and equipment, weather conditions, and other related information involved in the performance of the WORK. These components will be decided by the ENGINEER.

#### 6.19 CONTRACT DOCUMENTS AND RECORD DRAWINGS

- A. The CONTRACTOR shall keep on the work site a copy of the Contract Documents and shall at all times give the ENGINEER access thereto. Any drawings included in the Specifications shall be regarded as part thereto and of the Contract. Anything mentioned in these Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both. The ENGINEER will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the CONTRACTOR's guidance. It shall be the duty of the CONTRACTOR to see that the provisions of the Contract Documents are complied with in detail irrespective of the inspection given the work during its progress by the ENGINEER. Any failure on the part of the CONTRACTOR to observe the requirements contained in the Contract Documents will be sufficient cause for the rejection of the work at any time before its acceptance.
- B. The CONTRACTOR shall maintain, at the jobsite, one record set of Drawings in good order and clearly marked to show any deviations which have been made from the Drawings, including concealed construction and utility features which are revealed during the course of construction. Marked prints shall be updated at least once each week and shall be available to the ENGINEER for review as to

currency prior to developing partial payment estimates. Upon completion of the work, the marked set of prints shall be delivered to the ENGINEER.

- C. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the Record Drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- D. Requests for partial payments will not be approved if the updated set of Drawings is not in good order or is not kept current. Request for final payment will not be approved until the complete and correct Record Drawings are delivered to the ENGINEER.

## 6.20 CLEAN UP

The CONTRACTOR shall, at all times, keep the premises, occupied by it in relation to this Contract, in a neat, clean, and safe condition and at all times provide reasonable access thereto. The CONTRACTOR shall, as a minimum, conduct daily inspections to verify that requirements of this Article are being met.

- A. During the progress of the WORK, the CONTRACTOR shall:
  - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of material.
  - 2. Provide adequate storage of all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the environment.
  - 3. Remove any accumulation of scrap, debris, waste material, and other items not required for construction of this work.
  - 4. Dispose of existing materials and equipment to be demolished and removed and all trash such as broken concrete, wood blocking, shipping containers, etc., resulting from the contract work off the premises occupied by the CONTRACTOR, including CITY property, at the CONTRACTOR's expense. CITY-leased dumpsters and other disposal containers on CITY's property, unless specifically provided by the CONTRACTOR, shall not be used by the CONTRACTOR.
  - 5. Maintain all excavation, embankments, haul roads, permanent access roads, Plant site, waste disposal areas, borrow areas, and all other work areas within contract work limits free from dust, as determined by the

ENGINEER. Industry-accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment, or similar methods, will be permitted. No separate payment will be made to the CONTRACTOR for dust control.

- B. If the CONTRACTOR fails to comply with any of the foregoing, the CITY will transmit written notification of noncompliance. If, within five (5) calendar days of the written notification, the CONTRACTOR fails to comply, cleanup may be undertaken by the CITY at the expense of the CONTRACTOR.
- C. Upon completion of any portion of any WORK, the CONTRACTOR shall promptly remove all of its equipment, temporary structures, and surplus construction and other materials not to be used at or near the same location during later stages of work. Upon completion of any WORK and before final inspection is made, the CONTRACTOR shall unless otherwise specifically directed by the ENGINEER:
  - 1. Remove from the job site all plant, buildings, tools, surplus materials, equipment, forms, rubbish, scrap, debris, and waste.
  - 2. Clean all paved areas on the site. Completely remove all resultant debris.
  - 3. Visually inspect all interior surfaces, and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains, and dirt from finished surfaces. Use only approved cleaning materials and equipment.
  - 4. Restore any improved area used for the CONTRACTOR's work or material storage to its condition at the time the CONTRACTOR moved onto the site or to the satisfaction of the ENGINEER.
  - 5. Schedule final cleaning and improvement restoration to enable the CITY to accept a completely clean and restored project.

## 6.21 STORM WATER POLLUTION PREVENTION

### A. General

- 1. Prevention - The CONTRACTOR shall prevent the pollution of storm drain systems and creeks on or near the construction project site(s) resulting from the construction operation. The CONTRACTOR shall keep pollution out of storm drains by reducing the possibility of accidental discharge of materials and wastes, by reducing erosion and sedimentation, and by any action as required. The CONTRACTOR shall train all employees and subcontractors on the storm water pollution prevention

requirements contained in these Specifications and ensure that all employees and subcontractors are aware of the consequences as described in subsection A.3. below. The CONTRACTOR shall include appropriate subcontract provisions to ensure that these requirements are met by all subcontractors.

2. Notification - If the CONTRACTOR causes or permits the spillage or overflow of any sewage, oil, or petroleum product, hazardous substance, contaminant, or waste that may result in the fluid or substance being discharged directly or indirectly into any storm drains, creeks, wetlands, or other manmade or natural waterways the CONTRACTOR shall notify the CITY as soon as possible to the extent notification can be provided without substantially impeding cleanup or other emergency measures. In no event shall such notification be later than one hour after knowledge of the occurrence.
3. Cleanup - Immediately upon gaining knowledge of such spillage, overflow, or discharge, the CONTRACTOR shall eliminate the cause of the spillage, overflow, or discharge and take action to minimize any damages. The CONTRACTOR shall also immediately implement a cleanup program. The cleanup, including sampling and testing required by regulatory agencies to determine the nature and level of contamination shall be performed and completed to the satisfaction of the various regulatory agencies involved and the CITY, at the expense of the CONTRACTOR. Any fines, penalties, and/or subsequent actions imposed upon the CITY and/or the CONTRACTOR by regulatory agencies related to the spillage, overflow, or discharge and any subsequent monitoring, testing, and reporting, as required by regulatory agencies, shall also be at the expense of the CONTRACTOR. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site. The quantity of cleanup materials shall be appropriate in consideration of the risk of an occurrence of a spill, overflow or discharge.

B. Management of Nonhazardous Material and/or Waste

1. Designated Area - The CONTRACTOR shall propose designated areas of the project site, for approval by the ENGINEER, suitable for material delivery, storage, and waste collection that to the maximum extent practicable are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.
2. Backfill or Excavated Material - The CONTRACTOR shall not allow backfill or excavated material to enter the storm drains or creeks. When rain is forecast within 24 hours or during wet weather, the

CONTRACTOR may be required to cover such material with a tarpaulin and to surround the material with sand bags.

3. Street Sweeping - At least once per week or more frequently as directed by the ENGINEER, the CONTRACTOR shall clean and sweep roadways and on-site paved areas of all materials attributed to or involved in the work. The CONTRACTOR shall not use water to flush down streets in place of street sweeping.
4. Disposal - At the end of each working day, the CONTRACTOR shall collect all scrap, debris, and waste material, and dispose of such materials properly. The materials may be stored in the CONTRACTOR's yard in stockpiles or placed in dumpsters. The CONTRACTOR shall inspect dumpsters for leaks and replace or repair dumpsters that leak. The CONTRACTOR shall not discharge water from cleaning dumpsters on site. The CONTRACTOR shall arrange for regular waste collection before dumpsters overflow.

C. Management of Hazardous Material and/or Waste

1. Storage - The CONTRACTOR shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels, and all hazardous wastes, such as waste oil and antifreeze in accordance with all applicable state and federal regulations. The CONTRACTOR shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations. All such materials and wastes shall be covered, as needed, to avoid rainwater becoming polluted with hazardous constituents which could result in potential management of collected rain water as a hazardous waste. The CONTRACTOR shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on site.
2. Usage - When rain is forecast within 24 hours or during wet weather, the CONTRACTOR shall refrain from applying chemicals in outside areas. The CONTRACTOR shall follow material manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. The CONTRACTOR shall post warning signs in areas treated with chemicals.
3. Disposal - The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes. The CONTRACTOR shall dispose of hazardous waste in accordance with all applicable local, state and federal regulations. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials. The CONTRACTOR shall

report any hazardous materials spill to the CITY in accordance with Section A.2 above.

D. Vehicle/Equipment Cleaning, Maintenance, and Fueling

1. General - The CONTRACTOR shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

The CONTRACTOR shall comply with federal, state, and city requirements for aboveground storage tanks.

2. Cleaning - The CONTRACTOR shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off site into streets, gutters, storm drains, or creeks. Soaps, solvents, degreasers, steam-cleaning equipment, or equivalent methods shall not be allowed.
3. Maintenance and Fueling - The CONTRACTOR shall perform maintenance and fueling of vehicles or equipment in areas that will not allow run-on of storm water or runoff of spills to storm drains and provide for confined clean-up. Examples are working in bermed areas or utilizing drip pans. The CONTRACTOR shall not contaminate the soils or groundwater with such maintenance and fueling activities.

The CONTRACTOR shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured, and shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in Section C.3 above.

E. Dewatering Operations

1. Sediment Control - The CONTRACTOR shall route water through a control measure, such as a sediment trap, sediment basin, or Baker tank, to remove settleable solids prior to discharge to the storm drain system. Straw bales shall be placed in front of storm drain inlets as required. Filtration of the water following the control measure may be required on a case-by-case basis. Approval of the control measure shall be obtained in advance from the ENGINEER. If the ENGINEER determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measure requirement above may be waived.
2. Contaminated Groundwater - If the project is within an area of known groundwater contamination or if contamination is found, water from



dewatering operations shall be tested prior to discharge. If the water quality meets Regional Water Quality Control Board (RWQCB) standards, it may be discharged to a storm drain or creek. Otherwise, the water shall be hauled off site for proper disposal.

F. Paving or Oiling Operations

1. When rain is forecast within 24 hours or during wet weather, the ENGINEER may prevent the CONTRACTOR from paving or oiling the street. The ENGINEER may direct the CONTRACTOR to protect drainage courses by using control measures, such as earth dike, straw bale, and sand bag, to divert runoff or trap and filter sediment.
2. The CONTRACTOR shall prevent saw-cut slurry from entering catch basins and storm drains by limiting the area over which the slurry may spread.
3. The CONTRACTOR shall cover catch basins and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
4. The CONTRACTOR shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. The CONTRACTOR shall either collect the sand and return it to the stockpile or dispose of it in a trash container.

G. Concrete, Grout, and Mortar Waste Management

1. Concrete Truck/Equipment Washout - The CONTRACTOR shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks. The CONTRACTOR shall perform washout of concrete trucks or equipment off site or in a designated area on site where the water will flow onto dirt or into a temporary pit in a dirt area. The CONTRACTOR shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the CONTRACTOR shall collect the wash water and remove it off site.
2. Exposed Aggregate Concrete Wash Water - The CONTRACTOR shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, the CONTRACTOR shall filter the wash water through straw bales or equivalent material before discharging to a storm drain. The CONTRACTOR shall collect sweepings from exposed aggregate concrete for disposal.

H. Paint Disposal and Clean-up

1. Disposal of Unused Paint - The CONTRACTOR shall carefully use, store and dispose of paint, solvents, chemicals, and waste materials in compliance with all applicable state and federal regulations. The CONTRACTOR shall not dispose of paint to sanitary sewer systems or storm drains. The CONTRACTOR shall utilize other recycling and disposal services as follows:
  - a. "Recycling Centers" and "Waste Disposals" as may be listed in the yellow pages.
  - b. Local household hazardous waste facility if appropriate.

The CONTRACTOR may dispose of small amounts of leftover latex (water-based) paint by applying the paint to the surface of an item to be discarded and allowing it to dry thoroughly, then disposing of it in a dumpster.

The CONTRACTOR shall store these materials and conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or runoff of spills. The CONTRACTOR shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drains, or creeks.

2. Disposal of Paint Clean-up Waste - The CONTRACTOR shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
  - a. The CONTRACTOR shall not discharge cleaning wastes from oil-based paints, buckets, brushes or tools to the sanitary sewer system. The CONTRACTOR shall retain a certified waste hauler to recycle or to dispose of cleaning wastes from oil-based paints at the CONTRACTOR's expense.
  - b. The CONTRACTOR may discharge very small amounts of cleaning wastes from brushes, rollers, buckets, and tools contaminated with latex (water-based) paints to the sanitary sewer system provided they do not contain additives with pollutants of concern (e.g., mercury, tributyltin). Brushes, rollers, and tools containing latex paints may be washed over a sink with plenty of water. Buckets containing latex paints shall first be emptied into the original can or discarded as specified in paragraph 1 above. Should excessive amounts of paint or solvent be found in the wastewater discharged, the CONTRACTOR may be subject to

enforcement action by the CITY in accordance with the City Codes.

- c. The CONTRACTOR shall not discharge any of these paint clean-up wastes to storm drains, streets, gutters, or creeks.
  - d. Waste Disposal - The CONTRACTOR shall dispose of waste thinner, solvent, and sludge from cleaning of equipment and tools as hazardous waste, as described in Section C.3 above. The CONTRACTOR shall dispose of excess thinners, solvents, and oil- and water-based paint as hazardous waste.
- I. Contaminated Soil - If the project is within an area of known soil contamination or evidence of soil contamination is found, the CONTRACTOR shall comply with the requirements of all applicable local, state and federal regulations.

## **ARTICLE 7 – OTHER WORK**

### **7.1 RELATED WORK AT SITE**

- A. The CITY may perform other work related to the Project at the Site by the CITY's own forces, have other work performed by utility owners, or let other direct contracts for such other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each person who is performing the other work (including the CITY's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will not only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.
- C. If the proper execution or results of any part of the CONTRACTOR's work depends upon such other work by another, the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work except for latent or nonapparent defects and deficiencies in the other work.

## 7.2 COORDINATION

- A. If the CITY contracts with others for the performance of other work at the Site, CITY will have sole authority and responsibility in respect of such coordination, unless otherwise provided in the Supplementary General Conditions.

## ARTICLE 8 – CITY’S RESPONSIBILITIES

### 8.1 COMMUNICATIONS

- A. Except as may be otherwise provided in these General Conditions or the Supplementary General Conditions, the CITY will issue all its communications to the CONTRACTOR through the ENGINEER.

### 8.2 PAYMENTS

- A. The CITY will make payments to the CONTRACTOR as provided in Article 14.

### 8.3 LANDS, EASEMENTS, AND SURVEYS

- A. The CITY’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.6.

### 8.4 REPORTS AND DRAWINGS

- A. The CITY will identify and make available to the CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures which have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2.

### 8.5 CHANGE ORDERS

- A. The CITY will execute Change Orders as indicated in Article 10.

### 8.6 INSPECTIONS AND TESTS

- A. The CITY’S responsibility for inspections and tests is set forth in Paragraph 13.3.

### 8.7 SUSPENSION OF WORK

- A. The CITY’s right to stop work or suspend work is set forth in Paragraphs 13.4 and 15.1.

## 8.8 TERMINATION OF AGREEMENT

- A. The CITY's right to terminate services of the CONTRACTOR is set forth in Paragraphs 15.2 and 15.3.

## 8.9 LIMITATION ON CITY'S RESPONSIBILITIES

- A. The CITY shall not supervise, direct or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the WORK. CITY will not be responsible for CONTRACTOR's failure to perform or furnish the WORK in accordance with the Contract Documents.

## 8.10 UNDISCLOSED HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. CITY's responsibility in respect to an undisclosed hazardous environmental condition is set forth in Paragraph 4.5.

## **ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION**

### **9.1 CITY’S REPRESENTATIVE**

- A. The ENGINEER will be the CITY’S representative during the construction period. The ENGINEER shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications, the proposal and the contract documents therefor; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR; and all questions as to claim and compensation.

### **9.2 OBSERVATIONS ON THE SITE**

- A. The ENGINEER will make observations on the Site during construction to monitor the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. The ENGINEER will not be required to make exhaustive or continuous inspections to check the quality or quantity of the WORK.

### **9.3 PROJECT REPRESENTATION**

- A. The ENGINEER may furnish a Resident Project Representative to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be as provided in the Supplementary General Conditions.

### **9.4 CLARIFICATIONS**

- A. The ENGINEER will issue with reasonable promptness such written Clarifications of the requirements of the Contract Documents as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

### **9.5 AUTHORIZED VARIATIONS IN WORK**

- A. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the Contract Times. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Times, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

## 9.6 REJECTING DEFECTIVE WORK

- A. The ENGINEER will have authority to reject Defective Work and will also have authority to require special inspection or testing of the WORK as provided in Article 13.

## 9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

- A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals.
- B. The ENGINEER's responsibilities for Change Orders are set forth in Articles 10, 11, and 12.
- C. The ENGINEER's responsibilities for Applications for payment are set forth in Article 14.

## 9.8 DECISIONS ON DISPUTES

- A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK and interpretation of the requirements of the Contract Document pertaining to the performance of the work shall be determined by the ENGINEER. Any claims in respect to changes in the Contract Price or Contract Times shall be resolved in accordance with the requirements set forth in Articles 10, 11, and 12.

## 9.9 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

- A. Neither the ENGINEER's authority to act under this Article 9 or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority

to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9 C.

- C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, Supplier, or any other person or organization performing any of the WORK.

## **ARTICLE 10 – CHANGES IN THE WORK**

### **10.1 GENERAL**

- A. Without invalidating the Agreement and without notice to any surety, the CITY may at any time or from time to time, order additions, deletions, or revisions in the WORK. Such additions, deletions or revisions will be authorized by a Change Order or Field Order. Upon receipt of any such document, CONTRACTOR shall promptly proceed to implement the additions, deletions, or revisions in the WORK in accordance with the applicable conditions of the Contract Documents.
- B. The CONTRACTOR shall not be entitled to an increase in the contract Price nor an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3.F and G.
- C. The CITY and the CONTRACTOR shall execute appropriate Change Orders covering:
  - 1. Changes in the WORK which are ordered by the CITY pursuant to Paragraph 10.1 A.;
  - 2. Changes required because of acceptance of Defective Work under Paragraph 13.6; and
  - 3. Changes in the Contract Price or Contract Times which are agreed to by the parties under Articles 11 and/or 12, respectively.
- D. If notice of any change in the WORK is required to be given to a surety, the giving of any such notice shall be the CONTRACTOR's responsibility. If the change in the WORK affects the Contract Price, the CITY may require an



adjustment to the amount of any applicable Bond and the amount of each applicable Bond shall be adjusted accordingly.

- E. If the CITY and CONTRACTOR agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that should be allowed as a result of a Field Order, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the WORK pending the issuance of a Change Order.
- F. If the CITY and the CONTRACTOR are unable to agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of time and materials so as to minimize the impact on and delays to the WORK, and the CONTRACTOR may make a claim as provided in Articles 11 and 12.

## 10.2 ALLOWABLE QUANTITY VARIATIONS

- A. In the event of an increase or decrease in the quantity of any bid item under a unit price contract, the total amount of work actually done or materials or equipment furnished will be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25 percent of the estimated quantity of any unit price bid item of the WORK.
- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon by the CITY and the CONTRACTOR by Change Order.

## ARTICLE 11 – CHANGE OF CONTRACT PRICE

### 11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR FOR PERFORMING THE work. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4; or
  3. On the basis of the cost of work (determined as provided in Paragraph 11.3) plus the CONTRACTOR's overhead and profit (determined as provided in Paragraph 11.4).
- C. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 10 days) after the start of the event giving rise to the claim and shall state the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after the start of such event (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of such event. All claims for adjustment in the Contract Price will be determined by the ENGINEER. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1 C.

## 11.2 COSTS RELATING TO WEATHER

- A. The CONTRACTOR shall have no claims against the CITY for damages for any injury to work, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment, and work, the CONTRACTOR may be granted a reasonable extension of Contract Times to make proper repairs, renewals, and replacements of the work, materials, or equipment.

## 11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. **General:** The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.
- B. **Labor:** The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is

done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers will be paid only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Nondirect labor costs including superintendence shall be considered part of the markup set out in Paragraph 11.4.

C. **Materials:** Materials must be specifically authorized by the ENGINEER. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the Site in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:

1. All trade discounts and rebaters shall accrue to the CITY, and the CONTRACTOR shall make provisions so that they may be obtained;
2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Except for actual costs incurred in the handling of such materials, markup will not be allowed;
3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the Site, whichever price is lower; and
4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the Site less trade discount. The CITY reserves the right to furnish materials for the extra work and no claim will be allowed by the CONTRACTOR for costs and profit on such materials.

D. **Equipment:** The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates." Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment will be the rate resulting in the least total cost to the CITY for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the above-

referenced publication, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate. Payment for equipment shall be subject to the following:

1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used;
2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number;
3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer;
4. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefore.

E. **Equipment Rental Time:** The rental time to be paid for equipment on the Site will be the time the equipment is in productive operation on the extra work being performed and, in addition, will include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the Site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the Site of the extra work on other than the extra work. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment on the work Site will be computed subject to the following:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation will be considered to be half-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation;
2. When daily rates are listed, any part of a day less than 4 hours operation will be considered to be half-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and

materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs 3, 4, and 5, following;

3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3 D., herein;
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the Site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein accordance with the provisions of Paragraph 11.3 B., herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages; and
5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

F. **Special Services:** Special work or services are defined as that work characterized by extraordinary complexity, sophistication, innovation, or a combination of the foregoing attributes which are unique to the construction industry. The ENGINEER will make estimates for payment for special services and may consider the following:

1. When the ENGINEER and the CONTRACTOR, determine that a special service or work is required which cannot be performed by the forces of the CONTRACTOR or those of any of its Subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs;
2. When the CONTRACTOR is required to perform work necessitating special fabrication or matching process in a fabrication or a machine shop facility away from the Site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization; and
3. All invoices for special services will be adjusted by deducting all trade discounts. In lieu of the allowances for overhead and profit specified in

Paragraph 11.4, herein, an allowance of 15 percent will be added to invoices for special services.

- G. **Sureties;** All work performed hereunder shall be subject to all provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to Bonds or supplemental Bonds shall be submitted to the CITY for review prior to the performance of any work hereunder.

#### 11.4 CONTRACTOR'S OVERHEAD AND PROFIT

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. No additional mark-ups and/or surcharges will be added to the cost. The allowance for overhead and profit will include full compensation for superintendence, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

##### Overhead and Profit Allowance

Labor ..... 20 percent  
Materials ..... 15 percent  
Equipment... 15 percent

To the sum of the costs and markups provided for in this Article, an additional 2 percent of the sum will be added as compensation for Bonds and insurance.

- B. It is understood that labor, materials, and equipment for extra work may be furnished by the CONTRACTOR or by the Subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein will be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

#### 11.5 EXCLUDED COSTS

- A. The term "cost of the work" shall not include any of the following:
  - 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, proprietors, partners, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and

contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Site or in CONTRACTOR's principal or a branch office for general administration of the WORK all of which are to be considered administrative costs covered by the CONTRACTOR's allowance for overhead and profit;

2. Non-direct labor costs, including superintendence, shall be considered part of the markup for overhead and profit, and no additional payment will be allowed for such;
3. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site;
4. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments;
5. Cost of premiums for all Bonds and for all insurance whether or no CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as provided by Paragraph 11.4 above);
6. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damages to property; and
7. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Paragraph 11.4.

## 11.6 CONTRACTOR'S EXTRA WORK REPORT

- A. In order to be paid for extra work, the CONTRACTOR must submit a daily extra work report on the form furnished by the ENGINEER. The form must be completely filled out based on the provisions of Paragraphs 11.3 through 11.5 and signed by the CONTRACTOR and ENGINEER at the end of each work day. Failure to complete the form and obtain appropriate signatures by the next working day after the extra work of the previous day was completed will result in CONTRACTOR's costs for extra work being disallowed.

## ARTICLE 12 – CHANGE OF CONTRACT TIMES

### 12.1 GENERAL

- A. The Contract Times may only be changed by a Change Order. Any claim for an extension of the Contract Times shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 10 days) after the start of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after the start of such event (unless the ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR is entitled as a result of said event. All claims for adjustment in the Contract Times will be determined by the ENGINEER. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this Paragraph 12.1 A. An increase in Contract Times does not mean that the CONTRACTOR is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.
- B. All time limits stated in the Contract Documents are of the essence of the Agreement.
- C. When CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the WORK due to such delay, if a claim is made therefor as provided in Paragraph 12.1.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by CITY; acts or neglect of those performing other work as contemplated by Article 7; and fires, floods, epidemics, abnormal weather conditions, or acts of God. Delays attributable to and within the control of any Subcontractor or Supplier shall be deemed to be delays within the control of the CONTRACTOR.
- D. In no event will CITY be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for any increase in the Contract Price or other damages arising out of or resulting from the following:
1. Delays caused by or within the control of CONTRACTOR; or
  2. Delays beyond the control of both CITY and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by those performing other work as contemplated by Article 7.



## 12.2 EXTENSIONS OF CONTRACT TIMES FOR DELAY DUE TO WEATHER

- A. The CONTRACTOR's construction schedule shall anticipate delay due to unusually severe weather. The number of days of anticipated delay is set forth in the Supplementary General Conditions.
- B. Contract Times may be extended by the ENGINEER because of delays in excess of the anticipated delay. The CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing and request an extension of Contract Times. The ENGINEER will ascertain the facts and the extent of the delay and extend the Contract Times when, in its judgment, the findings of the fact justify such an extension.

## **ARTICLE 13 – INSPECTIONS AND TESTS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### 13.1 NOTICE OF DEFECTIVE WORK

- A. Prompt notice of Defective Work known to the ENGINEER will be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13. Defective Work may be rejected even if approved by prior inspection.

### 13.2 ACCESS TO WORK

- A. ENGINEER and other representatives and personnel of CITY, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

### 13.3 INSPECTIONS AND TESTS

- A. The CONTRACTOR shall give the ENGINEER not less than 24 hours notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. The CITY shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. For inspection, tests, or approvals covered by Paragraphs 13.3C. and 13.3D. below;

2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.3G. shall be paid as provided in said Paragraph 13.3G.; and
  3. As otherwise provided in the Contract Documents.
- C. If Laws and Regulations of any public body having jurisdiction require any WORK (or any part thereof) to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals; pay all costs in connection therewith; and furnish the ENGINEER the required certificates of inspection or approval.
- D. The CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the ENGINEER's acceptance of materials or equipment to be incorporated in the WORK or acceptance of materials, mix designs, or equipment submitted for approval prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. Such inspections, tests, or approvals shall be performed by organizations acceptable to the ENGINEER.
- E. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in any Supplementary General Conditions, the cost of such inspection and testing will be borne by the CITY. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- F. If any WORK (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER not less than 24 hours notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.
- G. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.

- H. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such work is Defective Work, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to, fees and charges of engineers, architects, attorneys, and other professionals. However, if such work is not found to be Defective Work, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
- I. No acceptance of equipment, materials, or work shall be construed to result from such inspections by the ENGINEER. Any inspections or tests or waivers thereof shall not relieve the CONTRACTOR of its responsibility for meeting the requirement of the Contract.

#### 13.4 CITY MAY STOP THE WORK

- A. If Defective Work is identified, the ENGINEER may order the CONTRACTOR to stop performance of the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the ENGINEER to stop the WORK shall not give rise to any duty on the part of the ENGINEER to exercise this right for the benefit of the CONTRACTOR or any other party.

#### 13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- A. If required by the ENGINEER, the CONTRACTOR shall promptly either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the work has been rejected by the ENGINEER, remove it from the Site and replace it with non-defective WORK. The CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

#### 13.6 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of Defective Work, the CITY prefers to accept the Defective Work, the CITY may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the CITY's evaluation of and determination to accept such Defective Work. If

any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the CITY shall be entitled to an appropriate decrease in the Contract Price.

### 13.7 CITY MAY CORRECT DEFECTIVE WORK

- A. If the CONTRACTOR fails within a reasonable time after written notice from the ENGINEER to correct Defective Work, or to remove and replace Defective Work as required by the ENGINEER in accordance with Paragraph 13.5A., or if the CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to the CONTRACTOR, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this paragraph, the CITY shall proceed with corrective and remedial action. In connection with such corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the Site, take possession of all or part of the WORK, and suspend the CONTRACTOR's services related thereto and incorporate in the WORK all materials and equipment for which the CITY has paid the CONTRACTOR whether stored at the Site or elsewhere. The CONTRACTOR shall provide the CITY and its ENGINEER, access to the Site to enable CITY to exercise the rights and remedies under this paragraph.
- C. All direct, indirect, and consequential cost and damages incurred by the CITY in exercising the rights and remedies under this paragraph will be charged against the CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the CITY shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, the CITY may make a claim therefor as provided in Article 11. Such claim will include, but not be limited to, all costs of repair or replacement of work of others, destroyed or damaged by correction, removal, or replacement of CONTRACTOR's Defective Work and all direct, indirect, and consequential damages associated therewith.
- D. The CONTRACTOR shall not be allowed an extension of Contract Times (or Milestones) because of any delay in the performance of the WORK attributable to the exercise by CITY of CITY's rights and remedies under this paragraph.

### 13.8 CORRECTION PERIOD

- A. The correction period for Defective Work shall be the longer of:
  - 1. One year after the date of final acceptance;

2. Such time as may be prescribed by Laws and Regulations;
  3. Such time as specified by the terms of any applicable special guarantee required by the Contract Documents; or
  4. Such time as specified by any specific provision of the Contract Documents.
- B. If, during the correction period as defined in Paragraph 13.8A above, any work is found to be Defective Work, the CITY shall have the same remedies as set forth in Paragraphs 13.5, 13.6, and 3.7 above.
- C. Where Defective Work (and damage to other work resulting therefrom) has been corrected, removed, or replaced under this paragraph, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### **14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)**

- A. The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and shall be incorporated into a form of “Application for Payment acceptable to the ENGINEER.

### **14.2 UNIT PRICE BID SCHEDULE**

- A. Progress payments on account of unit price work will be based on the number of units completed.

### **14.3 APPLICATION FOR PROGRESS PAYMENT**

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, the Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a subtotal, the amount of the CONTRACTOR total earnings to date; plus the value of materials stored at the Site which have not yet been incorporated in the WORK; and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for materials stored at the Site, but not yet incorporated in the WORK.

- C. The net payment due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified in the Supplementary General Conditions and the total amount of all previous payments made to the CONTRACTOR.
- D. The value of materials stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in any Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the Site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY's interest therein, all of which will be satisfactory to the CITY.
- E. A ten percent (10%) retention of payment amount shall be held by the CITY from the amount of each Application for Payment.
- F. **OPTIONAL:** Partial payments for mobilization/demobilization costs shall be as follows:
  - 1. Thirty-five percent (35%) of the amount bid for mobilization/demobilization or 1.75 percent of the original Contract Price, whichever is less, shall be paid in each of the first two progress payments.
  - 2. The balance of the amount bid for mobilization/demobilization shall be paid upon completion of all WORK on the project.

#### 14.4 CONTRACTOR'S WARRANTY OF TITLE

- A. The CONTRACTOR warrants and guarantees that title to all WORK, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the CITY no later than the time of payment, free and clear of all Liens.

#### 14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to the CITY, or return the application to the CONTRACTOR indicating in writing the ENGINEER'S REASONS FOR REFUSING TO RECOMMEND PAYMENT. In the latter case, the CONTRACTOR may make

the necessary corrections and resubmit the application. If the ENGINEER still disagrees with a portion of the application, it will submit the application recommending the undisputed portion of the application to the CITY for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER'S recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B.) become due and when due will be paid by the CITY to the CONTRACTOR.

- B. The ENGINEER, in its discretion, may refuse to recommend the whole or any part of any payment. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect CITY from loss because:
1. The work is Defective Work or the completed WORK has been damaged requiring correction or replacement.
  2. The Contract Price has been reduced by written amendment or Change Order.
  3. The CITY has been required to correct Defective Work or complete WORK in accordance with Paragraph 13.7.
  4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.1 through 15.4 inclusive.
  5. Third party claims filed or reasonable evidence indicating probable filing of such claims; or
  6. Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment; or
  7. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum; or
  8. Failure of the Contractor to submit an acceptable construction schedule or failure to update the schedule; or
  9. Damage to the City or another contractor; or
  10. Reasonable evidence that the work will not be completed within the time provided for in the Contract; or

11. Contractor's failure or inability to obtain or maintain insurance coverage and bonds as required by the Contract throughout the course of the job; or
  12. Persistent failure to carry out the work in accordance with the Contract; or
  13. Failure to deliver copies of certified payrolls, as specified in Section 17.11, General Conditions.
  14. In addition, the City may deduct from any such payments due the Contractor any amounts the City may be currently or in the future authorized to retain pursuant to federal, state, or local laws or regulations, any amounts due the City from the Contractor, and any other amounts which the City is otherwise authorized to retain as specified in Special Provisions.
- C. The CITY may refuse to make payment of the full amount recommended by the ENGINEER because:
1. Claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the WORK.
  2. Liens have been filed in connection with the WORK, except where CONTRACTOR has delivered a specific Bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.
  3. There are other items entitling CITY to set-off against the amount recommended, or
  4. CITY has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.5B. through 14.5C and 15.1 through 15.4 inclusive.

The CITY must give the CONTRACTOR immediate written notice stating the reasons for such action and promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by CITY and CONTRACTOR, when CONTRACTOR corrects to CITY's satisfaction the reasons for such action.

#### 14.6 COMPLETION

- A. When the CONTRACTOR considers the WORK ready for its intended use, the CONTRACTOR shall notify the ENGINEER in writing that the WORK is complete. The CONTRACTOR shall attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER considers the WORK complete, the ENGINEER



will prepare and execute and deliver for City Council approval and recordation the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of completion.

#### 14.7 PARTIAL UTILIZATION

- A. The CITY shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the CITY plans to exercise said right, the CONTRACTOR will be notified in writing by the ENGINEER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of Partial Utilization, the CITY will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the CITY prior to completion of the WORK.

#### 14.8 FINAL APPLICATION FOR PAYMENT

- A. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.6 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements), and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the WORK.

#### 14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt

of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the application to the CITY for payment.

- B. After acceptance of the WORK by the City Council, the CITY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
1. Liquidated damages, as applicable;
  2. Amounts withheld by CITY under Paragraph 14.5B. and C. which have not been released; and
  3. In accordance with Section 17.6, one-and-one-half times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the ENGINEER as required by the Contract Documents, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the CITY to cover the value of all such uncompleted or uncorrected items.
- C. Prior to final payment by the CITY, the CONTRACTOR must provide the CITY a fully-executed Conditional Waiver and Release Upon Final Payment in accordance with California Civil Code Section 3262.

## **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

### **15.1 SUSPENSION OF WORK BY CITY**

- A. The CITY may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt of a notice of resumption of work. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both directly attributable to any suspension if the CONTRACTOR makes an approval claim therefor as provided in Articles 11 and 12.

### **15.2 TERMINATION OF AGREEMENT BY ENGINEER FOR DEFAULT**

- A. In the event of default by the CONTRACTOR, the ENGINEER may give seven days written notice to the CONTRACTOR and the CONTRACTOR's surety of CITY's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default within a specified period of time. It will be considered a default by the CONTRACTOR whenever CONTRACTOR shall:
1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
  2. Disregard or violate the Laws or Regulations of any public body having jurisdiction;
  3. Fail to provide materials or workmanship meeting the requirements of the Contract Documents;
  4. Disregard or violate provisions of the Contract Documents or ENGINEER's instructions;
  5. Fail to prosecute the WORK according to the approved progress schedule;
  6. Fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents;
  7. Disregard the authority of the ENGINEER; or
  8. Assign or subcontract any part of the work without the ENGINEER's consent.
- B. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the ENGINEER may then issue the notice of termination.

- C. In the event the Agreement is terminated in accordance with Paragraph 15.2A., herein, the CITY may take possession of the WORK and may complete the WORK by whatever method or means the CITY may select. The cost of completing the WORK will be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the CITY. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.

### 15.3 TERMINATION OF AGREEMENT BY CITY FOR CONVENIENCE

- A. Upon seven days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy of the CITY, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid (without duplication of any items):
  - 1. For completed and acceptable WORK executed in accordance with the Contract Documents, prior to the effective date of termination, including fair and reasonable sums for overhead and profit of such WORK;
  - 2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted WORK, plus fair and reasonable sums or overhead and profit on such expenses;
  - 3. For all reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. For reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

### 15.4 TERMINATION OF AGREEMENT BY CONTRACTOR

- A. The CONTRACTOR may terminate the Agreement upon 14 days written notice to the ENGINEER whenever:
  - 1. The WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the

Agreement has not been received from the ENGINEER within this time period; or

2. The CITY should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the ENGINEER by the CONTRACTOR of a request therefor, unless within said 14-day period the CITY shall have remedied the condition upon which the payment delay was based.
- B. In the event of such termination, the CONTRACTOR shall have no claims against the CITY except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

## **ARTICLE 16 – GENERAL TERMS**

### **16.1 GIVING NOTICE**

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **16.2 TITLE TO MATERIALS FOUND ON THE WORK**

- A. The CITY reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the WORK. Unless otherwise specified in the Contract Documents, neither the CONTRACTOR nor any Subcontractor shall have any right, title, or interest in or to any such materials. The CONTRACTOR will be permitted to use in the WORK, without charge, any such materials which meet the requirements of the Contract Documents.

### **16.3 RIGHT TO AUDIT**

- A. If the CONTRACTOR submits a claim to the ENGINEER for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plant or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses

all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the ENGINEER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the ENGINEER.

#### 16.4 SURVIVAL OF OBLIGATIONS

- A. All representations, indemnifications, warranties, and guaranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the WORK or termination or completion of the Agreement.

#### 16.5 CONTROLLING LAW

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 16.6 SEVERABILITY

- A. If any term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

#### 16.7 WAIVER

- A. The waiver by the CITY of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the CITY which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by CONTRACTOR or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

## ARTICLE 17 – CALIFORNIA STATE REQUIREMENTS

### 17.1 STATE WAGE DETERMINATIONS

- A. As required by Section 1770 and following, of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages available file at the office of the City Clerk, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of such determination at each job site.
- B. In accordance with Section 1775 of the California Labor Code, the CONTRACTOR shall, as a penalty to the CITY, forfeit not more than **\$200.00** for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for the work or craft in which the worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her.

### 17.2 WORKERS' COMPENSATION

- A. In accordance with the provisions of Section 3700 of the California Labor Code, the CONTRACTOR shall secure the payment of compensation to its employees.
- B. Prior to beginning work under the Contract, the CONTRACTOR shall sign and file with the ENGINEER the following certification:

“I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the WORK of this Contract.”
- C. Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the CITY, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers’ compensation.

### 17.3 APPRENTICES ON PUBLIC WORKS

- A. The CONTRACTOR shall comply with all applicable provisions of Section 1777.5 of the California Labor Code relating to employment of apprentices on public works.

#### 17.4 WORKING HOURS

- A. The CONTRACTOR shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The CONTRACTOR shall, as a penalty to the CITY, forfeit \$25.00 for each worker employed in the execution of the Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

#### 17.5 CONTRACTOR NOT RESPONSIBLE FOR DAMAGE RESULTING FROM CERTAIN ACTS OF GOD

- A. As provided in Section 7105 of the California Public Contract Code, the CONTRACTOR shall not be responsible for the cost of repairing or restoring damage to the WORK which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the WORK damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the CITY. The CONTRACTOR shall obtain insurance to indemnify the CITY for any damage to the WORK caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the WORK. For purposes of this Section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

#### 17.6 NOTICE OF COMPLETION

- A. In accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the WORK BY THE City Council the ENGINEER will file, in the County Recorder's office, a Notice of Completion of the WORK.

#### 17.7 UNPAID CLAIMS

- A. If, at any time prior to the expiration of the period for service of a stop notice, there is served upon the CITY a stop notice as provided in Sections 3179 and 3210 of the California Civil Code, the CITY shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due to the CONTRACTOR under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the ENGINEER shall, in its discretion, permit CONTRACTOR to file with the ENGINEER the bond referred to in Section 3196 of the Civil Code of the State of California, said monies shall not thereafter be withheld on account of such stop notice.



## 17.8 RETAINAGE FROM MONTHLY PAYMENTS

- A. Pursuant to Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any money withheld by the CITY to insure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY or with a state or federally chartered bank in California as to the escrow agent, who shall return such securities to the CONTRACTOR upon satisfactory completion of the Contract.
- B. 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 in Section 22300 of the Public Contract Code securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of Section 22300 of the Public Contract Code. The CONTRACTOR shall pay to each subcontractor, not later than 20 days of 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.
- C. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to 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.

## 17.9 PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY

- A. In accordance with Section 7103.5 of the California Public Contract Code, the CONTRACTOR and Subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising

from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

17.10 PAYROLL RECORDS; RETENTION; INSPECTION; NONCOMPLIANCE PENALTIES; RULES AND REGULATIONS

- A. In accordance with Section 1776 of the California Labor Code the CONTRACTOR and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall 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.
  2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- B. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request as well as submitted electronically online to the Department of Industrial Relations Labor Commissioner: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.
  2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  3. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the

CONTRACTOR, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated.
- E. The CONTRACTOR shall inform the ENGINEER of the location of the records including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address.
- F. The CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTOR must comply with this Section. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

#### 17.11 CULTURAL RESOURCES

- A. The CONTRACTOR's attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as specified under Section 01560 - Temporary Environmental Controls, of the General Requirements.

#### 17.12 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS

- A. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the CONTRACTOR shall submit for acceptance by the ENGINEER, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or

other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Occupational Safety and Health, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Contract for completion of the WORK as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the CITY or any of its officers, agents, representatives, or employees.

- B. Excavation shall not start until the CONTRACTOR has obtained a permit from the California Division of Industrial Safety and has posted it at the site.

#### 17.13 CONCRETE FORMS, FALSEWORK, AND SHORING

- A. The CONTRACTOR shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the CONTRACTOR shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the WORK as set forth in the Contract Documents.

#### 17.14 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

- A. In accordance with the provisions with the provisions of Section 4215 of the California Government Code, the CITY shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the Contract, if such utilities are not identified by the CITY in the plans and specifications made a part of the invitation for bids. The CITY will compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.
- B. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

- C. Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided however, nothing herein shall relieve the public agency from identifying main or trunklines in the plans and specifications.
- D. If the CONTRACTOR while performing the Contract discovers utility facilities not identified by the public agency in the Contract Documents it shall immediately notify the public agency and utility in writing.
- E. The public utility, where they are the owner, shall have the sole discretion to perform such repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation work at a reasonable price.

#### 17.15 CONTRACTOR LICENSE REQUIREMENTS

- A. In accordance with Section 7028.15 of the California Business and Professions Code:
- B. It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:
  - 1. The person is particularly exempted from this chapter.
  - 2. The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or any local agency project governed by Section 20103.5 of the Public Contract Code.
- C. If a person has previously been convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contract work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- D. In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, “the price of the contract” for the purpose of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- E. This section shall not apply to a joint venture license, as required by Section 7029.1 of the California Business and Professions Code. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

- F. This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- G. Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 and 7028.13 inclusive of the California Business and Professions Code. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.
- H. Any compliance or noncompliance with subdivision (G) of this paragraph shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- I. A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For the purposes of this section, a telephone response by the board shall be deemed sufficient.

17.16 DIGGING TRENCHES OR EXCAVATIONS; NOTICE ON DISCOVERY OF HAZARDOUS WASTE OR OTHER UNUSUAL CONDITIONS; INVESTIGATIONS; CHANGE ORDERS; EFFECT ON CONTRACT

- A. If this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the following shall apply:
  - 1. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the ENGINEER in writing, of any:
    - a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

- b. Subsurface or latent physical conditions at the site differing from those indicated.
- c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- d. The ENGINEER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work shall issue a change order the procedures described in the Contract.
- e. In the event that a dispute arises between the ENGINEER and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR'S cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### 17.17 RETENTION PROCEEDS; WITHHOLDING; DISBURSEMENT

- A. In accordance with Section 7107 of the Public Contract Code with respects to all contracts entered into on or after January 1, 1993 relating to the construction of any public work of improvement the following shall apply:
  - 1. The retention proceeds withheld from any payment by the CITY from the original CONTRACTOR, or by the original CONTRACTOR from any subcontractor, shall be subject to this paragraph 17.18.
  - 2. Within 60 days after the date of completion of the WORK, including any punch-list WORK, the retention withheld by the CITY shall be released. In the event of a dispute between the ENGINEER and the original CONTRACTOR, the CITY may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For the purposes of this paragraph, "completion" means any of the following:
    - a. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or

commissioning, by the CITY, accompanied by cessation of labor on the work of improvement.

- b. The acceptance by the City Council of the work of improvement.
  - c. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the CONTRACTOR.
  - d. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the ENGINEER files for record a notice of cessation or a notice of completion.
3. Subject to subparagraph 17.18 A.4, within 10 days from the time that all or any portion of the retention proceeds are received by the original CONTRACTOR, the original CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the original CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.
  4. The original CONTRACTOR may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original CONTRACTOR. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.
  5. In the event that retention payments are not made within the time periods required by this paragraph 17.18, the CITY or original CONTRACTOR shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.
  6. Any attempted waiver of the provisions of this section shall be void as against the public policy of this state.



#### 17.18 TIMELY PROGRESS PAYMENTS; INTEREST; PAYMENT REQUESTS

- A. If the CITY fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the CONTRACTOR, the CITY shall pay interest to the CONTRACTOR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- B. Upon receipt of a payment request, the ENGINEER shall act in accordance with both of the following:
  - 1. Each payment request shall be reviewed by the ENGINEER as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
  - 2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the CONTRACTOR as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- C. The number of days available to the CITY to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the CITY exceeds the seven-day requirement set forth above.
- D. For purposes of this paragraph:
  - 1. A “progress payment” includes all payments due the CONTRACTOR, except that portion of the final payment designated by the contract as retention earnings.
  - 2. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payments is not delayed due to an audit inquiry by the financial officer of the CITY.

#### 17.19 PREFERENCE FOR MATERIAL

- A. In accordance with Section 3400 of the California Public Contract Code, the CONTRACTOR will be provided a period prior to award of the contract for submission of data substantiating a request for a substitution of “as equal” item.

17.20 RESOLUTION OF CONSTRUCTION CLAIMS

- A. In accordance with Section 20104 et Seq. of the California Public Contract Code. This paragraph applies to all claims of \$375,000 or less which arise between the CONTRACTOR and the CITY under this Contract for:
1. A time extension;
  2. Payment of money or damages arising from work done by or on behalf of, the CONTRACTOR pursuant to this CONTRACT and payment of which is not otherwise expressly provided for or the CONTRACTOR is not otherwise entitled to; or
  3. An amount the payment of which is disputed by the ENGINEER.
- B. For any claim set out in Paragraphs A.1, 2, or 3 above, the following requirements apply:
1. The claim shall be in writing and include the documents necessary to substantiate the claim and be accompanied by the following certification:

“CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

I, \_\_\_\_\_, BEING THE \_\_\_\_\_ (MUST BE AN OFFICER) OF \_\_\_\_\_ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.”

Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.

The claim must include an actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, resequencing or acceleration. A notice of POTENTIAL CLAIM shall be submitted in advance of the performance of any work, regardless of type, in which the CONTRACTOR may claim an additional cost. CONTRACTOR shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.

2. For claims of less than fifty thousand dollars (\$50,000), the ENGINEER shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the ENGINEER and the CONTRACTOR.

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

3. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the ENGINEER shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the ENGINEER and the CONTRACTOR.

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

4. If the CONTRACTOR disputes the ENGINEER's written response, or the ENGINEER fails to respond within the time prescribed, the CONTRACTOR may notify the ENGINEER, in writing, either within 15 days of receipt of the ENGINEER's response or within 15 days of the ENGINEER's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the ENGINEER shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits its written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of Article 1.5 of Chapter 1 of Part 3 of Division 2 of the California Public Contract Code shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure) any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees of the other party arising out of the trial de novo .

3. The CITY shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
4. In any suit filed under Section 20104.4 of the California Public Contract Code, the CITY shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

#### END OF GENERAL CONDITIONS

file name:

**SECTION III**  
**SPECIAL PROVISIONS**

SECTION III

SPECIAL PROVISIONS

PART 1 GENERAL

3-1. DESCRIPTION OF WORK – The project entails the following items:

- The removal, demolition and disposal of the City's Turning Basin Floats, as designated within the Issued for Bid Plan Set.
- The removal, protection, and reinstallation of the Petaluma Small Craft Center floats and City's Turning Basin Floats designated for reinstallation.
- The removal and transportation of the East (Weller Street) gangway to a location designated by the City of Petaluma.
- The removal and reinstallation of the West gangway.
- The installation of any and all temporary barriers to close off the gangway landings to public access.
- The dredging of the Petaluma Turning Basin to a design depth of minus 8.0 feet (-8.0 MLLW) as indicated on the Plans. The Turning Basin shall have an overdepth allowance of 1-foot. The maximum over dredge depth shall be minus 9 feet (-9.0 MLLW). Placement of the material shall be at SF-10 or at Shollenberger Dredged Material Placement Site.

3-2. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS – If the CONTRACTOR discovers any errors, omissions, discrepancies, or conflicts in the Contract, he/she shall immediately inform the ENGINEER in writing. The ENGINEER will promptly resolve such matters by issuing addenda or change orders. Failure or delay to act on the part of the ENGINEER shall not constitute a waiver of any right afforded the CITY or the ENGINEER by the Contract or constitute an implied approval. Any work affected by such discoveries that is performed by the CONTRACTOR prior to authorization by the CITY shall be at the CONTRACTOR'S risk.

Unless otherwise noted below, conflicts or inconsistencies between parts of the Contract will be resolved by the ENGINEER with a change order or an addendum, if required. Addenda and change orders bearing the most recent date shall prevail over addenda or change orders bearing earlier dates. Any reference to addenda-changed specifications or drawings shall be considered to have been changed accordingly.

In resolving conflicts, errors, or discrepancies, the order of precedence shall be as follows:

- 1) Change Orders/Addenda (most recent in time takes precedence)
- 2) Agreement and Bond Forms
- 3) Special Provisions
- 4) Technical Specifications
- 5) Drawings
- 6) Standard Specifications (Current Caltrans Standard Specifications)

- 7) General Conditions
- 8) Instructions to Bidders
- 9) CONTRACTOR'S Bid (Bid Form)
- 10) Notice Inviting Bids
- 11) Permits from other agencies as may be required by law.

PART 2 MATERIALS – Not Applicable

PART 3 EXECUTION

3-3. COOPERATION - The CONTRACTOR shall not adjust gas, electric, television cable, telephone, Petaluma structures and Sonoma County structures. The CONTRACTOR will notify each agency who will be in turn adjust their own structures at least seven (7) working days prior to covering/burying these facilities at no cost to the CITY. Failure to do so shall result in the CONTRACTOR being liable for the utility agencies' claims. If the adjusted utilities will be embedded in the new sidewalk, the new or adjusted utility boxes shall be concrete. The contractor shall coordinate with the City and utility companies to determine who will provide the concrete boxes if required.

3-4. OBSTRUCTIONS - Attention is directed to Sections 5-1.36D, "Non-highway Facilities", and 15, "Existing Facilities", of the Standard Specifications and these special provisions.

The CONTRACTOR's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the CONTRACTOR to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts.

The CONTRACTOR shall notify the ENGINEER and the appropriate regional notification center for operators of subsurface installations at least 5 working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert  
Northern California (USA)  
Telephone: 1 (800) 227-2600

If the CONTRACTOR's certain operation is delayed, in the opinion of the ENGINEER, by the discovery of an underground utility not indicated on the plans or not marked by



USA, the CONTRACTOR shall be paid a fair and reasonable compensation for the actual loss. Actual loss shall be understood to include no items of expense other than idle time of equipment exclusively used in such operation and necessary payments for idle time of labor exclusively required for such operation only, determined as follows:

- 1) Compensation for idle equipment shall be applied at the reduced Caltrans' Equipment Rental Rates where the right of way delay factor for each classification of equipment shall be applied to such equipment rental rate. No markup shall be applied for overhead or profit.
- 2) Compensation for idle time of labor shall be actual wages paid to the workers. No markup shall be added for overhead and profit.
- 3) The time for which such compensation will be paid will not exceed eight (8) hours for each incident.
- 4) The CONTRACTOR shall be granted an extension of time for the delay.
- 5) No monetary compensation will be allowed for delays due to utilities indicated on the plans or marked by USA.

3-5. ORDER OF WORK – The CONTRACTOR shall submit a work plan to the City for review and shall identify proposed order of work to maximize efficiency of construction, minimize impact to the community and maintain safety. The Contractor shall complete a dredge unit prior to advancing to another area.

3-6. PROJECT AND CONSTRUCTION AREA SIGNS – Project sign and construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, “Construction Area Traffic Control Devices”, of the Standard Specifications.

One (1) project sign with a minimum dimension of 3’X4’X3/4” plywood bolted to an A-frame barricade shall be furnished, installed and moved from site to site by the Contractor. Letters and numbers shall be black on a white background. The sign information shall be as shown below:

**CITY OF PETALUMA (4” LETTERS)**

**PROJECT: PETALUMA TURNING BASIN DREDGING**

**FUNDING: CITY FUNDS (3” LETTERS)**

**PROJECT MANAGER: JONATHAN SANGLERAT  
(3” LETTERS)**

**PHONE: 707-778-4355**

The signs shall be approved prior to fabrication and posted as directed by the Engineer.

Construction area signs will be installed prior to start of construction and maintained in place for the duration of the project by the CONTRACTOR. When installed, the signs shall not extend beyond the street curb alignment into the travel way. Signs shall be repaired or replaced at no cost to the City of Petaluma, if damaged or stolen. The CONTRACTOR shall remove the signs and posts at the completion of the project and with prior approval of the ENGINEER.

All costs involved in purchasing and installing construction area and project signs shall be considered as included in the Lump Sum price paid for Traffic Control.

- 3-7. MAINTAINING TRAFFIC – Attention is directed to Sections 7-1.03, “Public Convenience”, 7-1.04, “Public Safety”, and 12, “Temporary Traffic Control”, of the Standard Specifications and the City of Petaluma Traffic Control Design and Construction Standards Series 700. Nothing in these special provisions shall be construed as relieving the CONTRACTOR from his/her responsibility as provided in said Section 7-1.04. In addition, Traffic Control shall be performed in accordance with Section 50 (Traffic Control) of the project’s technical specifications.

The CONTRACTOR shall:

- A. Notify all adjacent residents, businesses, City of Petaluma Police and Fire, Green Waste Recovery (residential refuse service company), Waste Management Company (industrial refuse service company), and Petaluma Transit by written notices detailing the type, limits, date and the hours of work. Details of the notice shall be submitted to the ENGINEER for review and approval at least five (5) days prior to delivering these notices.

Personal vehicles of the CONTRACTOR's employees shall not be parked on the traveled way, including any section closed to public traffic. The CONTRACTOR, at all times, shall provide flag person(s) to direct delivery trucks and CONTRACTOR's vehicles entering or leaving the public traffic.

The CONTRACTOR shall notify the City of Petaluma of his/her intent to begin work at least 5 days before work is begun. The CONTRACTOR shall cooperate with local authorities relative to handling traffic through the area and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles.

Weekdays: Weekday (Monday through Friday) hours shall be from 7:00 a.m. and 7:00 p.m. unless approved by the ENGINEER in writing, except work required under said Sections 7-1.03 and 7-1.04 of the Standard Specifications or specified elsewhere in the special provisions.

Night work: No work and/or preparation of work shall be performed between 7:00 p.m. and 7:00 a.m. unless approved by the ENGINEER in writing, except work required under said Sections 7-1.03 and 7-1.04 of the Standard Specifications or specified elsewhere in the special provisions.

Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, after 4:00 p.m. on Fridays, on designated legal holidays, during the holiday shutdown period (in applicable areas), and when construction operations are not actively in progress.

Designated legal holidays and the holiday shutdown period are outlined in "Hours of Work" of these Special Provisions.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the CONTRACTOR if in the opinion of the ENGINEER public traffic will be better served and the work expedited. Such deviations shall not be adopted until the ENGINEER has indicated his/her written approval. All other modifications will be made by contract change order.

Residents, businesses, delivery to businesses, and customer parking shall be notified in writing by the Contractor at least five (5) calendar days prior to any activity that will impact access to their property.

**The CONTRACTOR's failure to comply with the requirements of this section will be sufficient cause for the ENGINEER to suspend work at no cost to the City.**

All costs involved with completing all work described in this section shall be considered included in the contract price paid for Traffic Control System and no additional compensation shall be allowed therefore.

3-8. PROGRESS SCHEDULE - The CONTRACTOR shall submit a schedule which includes all major tasks and milestones to the City of Petaluma, Public Works and Utilities Department for review **at least** ten (10) working days prior to start of work.

After beginning of work, updated schedules shall be submitted. No progress payments will be processed without accepted updated schedules.

Payment for the original schedule and updated, weekly schedules shall be considered to be included in the various items of work and no additional compensation will be allowed therefore.

3-9. SUPERINTENDENCE - The CONTRACTOR shall designate in writing and submit to the Project Engineer two (2) working days before starting work, an authorized representative who shall have the authority to represent and act for the CONTRACTOR for the duration of the contract. Any change in the designation shall require prior approval of the ENGINEER.

When the CONTRACTOR is comprised of two (2) or more persons, firms, partnerships or corporations functioning on a joint venture basis, said CONTRACTOR shall designate

in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the CONTRACTOR.

Said authorized representative shall be present, at all times, at the site of work, while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the ENGINEER shall be made for any emergency work, which may be required.

If work is in progress and the authorized representative is not on site, the City reserves the right to stop the work at no cost to the City.

Once the work begins, the Superintendent shall keep the ENGINEER informed of the CONTRACTOR's daily schedule. The ENGINEER shall have at least twenty-four (24) hour advance notice of all work, on a daily basis, including SUBCONTRACTOR's work. If the CONTRACTOR fails to notify the ENGINEER, the ENGINEER reserves the right to stop the work at no cost to the City.

In the case of urgency or emergency where the CONTRACTOR's authorized representative is not present on any particular part of the work and where the ENGINEER wishes to give notification or direction, it will be given to and be obeyed by the superintendent or foreperson who may have charge of the particular work or it will be given to and be obeyed by any worker in the area should the superintendent or foreperson not be immediately available.

All costs involved in superintendence shall be included in the contract prices paid for various items of work and no additional payment will be allowed therefore.

- 3-10. SAFETY REQUIREMENT - The CONTRACTOR shall comply with all CAL/OSHA safety requirements. It shall be the CONTRACTOR's sole responsibility for making sure these safety requirements are met and the CONTRACTOR shall fully assume all liabilities for any damages and/or injuries resulting from his or her failure to comply with the safety requirements. Failure on the City's part to stop unsafe practices shall, in no way, relieve the CONTRACTOR of his/her responsibility.

The CONTRACTOR shall first call City of Petaluma Emergency Center at 911, from a regular telephone, and (707) 762-2727 or from a cellular phone (707) 762-4545, if any gas lines or electrical power lines are broken or damaged.

- 3-11. PROJECT APPEARANCE – The CONTRACTOR shall maintain a neat appearance to the work area.

When practicable, debris developed during construction shall be disposed of concurrently with its removal. Stockpiling on the street shall not be allowed. The CONTRACTOR shall apply for a “stockpiling” permit from the City’s Community Development Department prior to stockpiling more than fifty (50) cubic yards of materials on private property. The CONTRACTOR shall solely be responsible for securing staging and/or stockpiling areas.

The CONTRACTOR shall provide dust control as often as required during the construction and shall clean the roads/streets with street sweepers at least once a day at the end of each working day or more often if safety or appearance conditions warrant. Failure to maintain dust control, street cleaning and/or any required work specified in this section shall result in the City performing the work with other forces and back charge the CONTRACTOR for the costs.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

3-12. RESPONSIBILITY FOR DAMAGE - The CONTRACTOR shall indemnify, hold harmless, release and defend the City of Petaluma, its officers, officials, employees and agents from and against any and all liabilities, claims, demands, losses, damages, expenses, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the activities of the CONTRACTOR, his/her subcontractors, employees and agents, except such loss or damage which was caused by the sole negligence or willful misconduct of the CITY, its employees or agents. The CITY may retain so much of the money due the CONTRACTOR as shall be considered necessary, until disposition has been made of claims or suits for damages as aforesaid.

3-13. GUARANTEE OF WORK - Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this contract by the City or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the CONTRACTOR of liability in respect to any warranties or responsibility for faulty materials or workmanship. The CONTRACTOR's attention is directed to Article 5, "Bonds and Insurance", of the General Conditions.

3-14. NOTICE TO PROCEED, BEGINNING OF WORK, CONTRACT TIME, TIME OF COMPLETION, AND LIQUIDATED DAMAGES - Article 2.3, "Commencement of Contract Times; Notice To Proceed" of the General Conditions is amended to read:

The CONTRACTOR shall begin work within ten (10) working days from the date of Notice To Proceed (NTP) and shall diligently prosecute the same to completion before the expiration of total allocated working days as specified in the Construction Agreement and/or Invitation to Bid, from the date of starting work. The CONTRACTOR shall complete all of the work directed by the ENGINEER in all parts and requirements within the time set forth. A working day is defined in these specifications.

The CONTRACTOR is on notice that it may take approximately eight (8) weeks from the bid opening to obtain the City Council's award of the contract, to process the construction agreement, and to issue the Notice to Proceed.

**The CONTRACTOR shall pay to the City of Petaluma the sum of \$1500 per day for each and every *calendar day's* delay in finishing the work in excess of the number of days prescribed above (and/or in excess of the number of days prescribed for any scheduled operations or works described in the Special Provisions).**

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 by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the ENGINEER, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

Should the CONTRACTOR prepare to begin work at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the CONTRACTOR does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, the CONTRACTOR will not be charged for a working day whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom shall be made by the ENGINEER. The CONTRACTOR will be allowed 10 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the CONTRACTOR differs from the ENGINEER; otherwise, the decision of the ENGINEER shall be deemed to have been accepted by the CONTRACTOR as correct. The ENGINEER will furnish the CONTRACTOR a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract, and the number of working days remaining to complete the contract and any time extensions thereof.

### 3-15. HOURS OF WORK

Weekdays – Weekdays (Monday through Friday) hours shall be from 7:00 a.m. to 7:00 p.m. for all required work except those hours approved by the City of Petaluma or specified in “Order of Work” Section of these special provisions. No work and/or preparation of work shall be performed between 7:00 p.m. and 7:00 a.m. except work required under said Sections 7-1.03 and 7-1.04 of the Standard Specifications or as approved in writing by the Engineer.

Night Hours – Generally, other than emergency work, there will be no night hours allowed for work on this project.

Liquidated Damages in the sum of Fifteen Hundred Dollars (\$1500) per day will be assessed against the CONTRACTOR if he fails to comply with any of the daily conditions or operations such as maintaining erosion control facilities, job site/street

cleanliness and daily cleanup and traffic control and flagging, as described in the General Conditions, these Special Provisions, and the Technical Specifications.

If the CONTRACTOR closes a street or sidewalk without prior notice and approval of the ENGINEER within 24 hours, the associated operation will be shutdown at the CONTRACTOR's expense.

Holidays - Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving, December 24th and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday. The Contractor shall not work on the legal holidays unless approved in writing by the Engineer.

3-16. CONSTRUCTION DRAWINGS AND RECORD ("AS-BUILT") DRAWINGS – The CONTRACTOR shall furnish Record Drawings of the complete project and procure from the Director of Public Works a full-sized set of Contract Drawings. Construction drawings shall be on the construction site at all times while the work is in progress. Drawings shall show approved substitutions, if any, of material including manufacturer's name and catalog number. The Drawings shall be to scale, and all indications shall be neat and legible. All information noted on the CONTRACTOR's job-site print shall be transferred to the Record Drawings by CONTRACTOR and all indications shall be recorded in a neat, legible and orderly way. The Record Drawings shall be signed by the CONTRACTOR and turned over to the Director of Public Works before the final acceptance of the project. If the CONTRACTOR fails to provide the City with an acceptable "Record Drawings", the City shall deduct \$5,000 from the amount due CONTRACTOR.

3-17. NOTICE OF POTENTIAL CLAIM - If for any reason the CONTRACTOR deems that additional compensation is due him/her for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized extra work, a Notice of Potential Claim shall be made. The CONTRACTOR shall give the ENGINEER a written Notice of Potential Claim for such additional compensation before work begins on the items on which the claim is based. The notice shall set forth the reasons for which the CONTRACTOR believes additional compensation will or may be due and the nature of the costs involved. The CONTRACTOR shall afford the ENGINEER every opportunity and facility for keeping records of the actual cost of the work. The CONTRACTOR shall keep records of the disputed work in accordance with Contract General Conditions, Section 11.3, "Cost of Work (Based on Time and Materials)."

If such notification is not given or the ENGINEER is not afforded proper opportunity by the CONTRACTOR for keeping strict account of actual cost as required, then the CONTRACTOR hereby agrees to waive any claim for such additional compensation. Such notice by the CONTRACTOR and the fact that the ENGINEER has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is

based has been completed, the CONTRACTOR shall, within 10 calendar days, submit his/her written claim to the ENGINEER who will present it to the City for consideration in accordance with local laws or ordinances. The CONTRACTOR is directed to Section 17.20 "Resolution of Construction Claims" of the General Conditions.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the CONTRACTOR's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

Nothing in this subsection shall be construed as a waiver of the CONTRACTOR's right to dispute final payment based on differences in in-place quantity measurements or computations of unit priced pay items.

3-18. PAYMENT FOR MATERIALS ON HAND - At the discretion of the ENGINEER, partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications. Such delivered costs of stored or stockpile materials may be included in the next partial payment after the following conditions are met:

1. The material has been stored or stockpiled and protected at the sole expense of the CONTRACTOR at a location acceptable to the City and in a manner acceptable to the ENGINEER.
2. The CONTRACTOR has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
3. The CONTRACTOR has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
4. The CONTRACTOR has furnished the City legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
5. The CONTRACTOR has furnished the City evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.
6. The CONTRACTOR shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

It is understood and agreed that the transfer of title and the City's payment for such stored or stockpiled materials shall in no way relieve the CONTRACTOR of his/her responsibility for furnishing and placing such materials in accordance with the



requirements of the contract, plans, and specifications. In no case will the amount of partial payments for materials on hand exceed 70% of the contract price for the contract items in which the material is intended to be used.

3-19. ACCESS TO DRIVEWAYS – All accesses for local businesses and residents shall be maintained at all times. Temporary ramps will be required each night for access to driveways for residences and commercial access. The Contractor shall coordinate with each driveway user as needed.

3-20. ARCHAEOLOGICAL MONITORING – In the event that archaeological materials are found during construction, CONTRACTOR shall notify the ENGINEER immediately and shall temporarily cease work in the area until a determination or investigation of the site can be made by a qualified archaeologist. Archaeologist services shall be provided by the City at no cost to the CONTRACTOR.

3-21. ITEM INCREASES AND DECREASES -

#### **Increased or Decreased Quantities**

Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of that item of work with the ENGINEER's Estimate therefor.

If the total pay quantity of any item of work required under the contract varies from the ENGINEER's Estimate therefore by 25 percent or less for increases and 25 percent or less for decreases, payment will be made for the quantity of work of the item performed at the contract unit price.

If the total pay quantity of any item of work required under the contract varies from the ENGINEER's Estimate therefor by more than 25 percent for increases and 25 percent for decreases, in the absence of an executed contract change order specifying the compensation to be paid, the compensation payable to the CONTRACTOR will be determined in accordance with the following sections.

#### **Increases of More Than 25 Percent**

Should the total pay quantity of any item of work required under the contract exceed the ENGINEER's Estimate therefore by more than 25 percent, the work in excess of 125 percent of the estimate and not covered by an executed contract change order specifying the compensation to be paid therefor will be paid for by adjusting the contract unit price based upon a force account analysis.

The adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to the item of work include fixed costs, the fixed costs will be deemed to have been recovered by the CONTRACTOR by the payments made for 125 percent of the ENGINEER's Estimate of the quantity for the item, and in computing the actual unit cost, the fixed costs will be excluded. Subject to

the above provisions, the actual unit cost will be determined by the ENGINEER in the same manner as if the work were to be paid for on a force account basis.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the ENGINEER's Estimate is less than \$5,000 at the applicable contract unit price, the ENGINEER reserves the right to make no adjustment in the contract unit price if the ENGINEER so elects, except that an adjustment will be made if requested in writing by the CONTRACTOR.

### **Decreases of More Than 25 Percent**

Should the total pay quantity of any item of work required under the contract be less than 25 percent of the ENGINEER's Estimate therefore, an adjustment in compensation pursuant to this Section will not be made unless the CONTRACTOR so requests in writing. If the CONTRACTOR so requests, the quantity of the item performed, unless covered by an executed contract change order specifying the compensation payable therefor, will be paid for by adjusting the contract unit price based upon a force account analysis. In no case shall the payment for that work be less than that which would be made at the contract unit price.

The adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed costs. The actual unit cost will be determined by the ENGINEER in the same manner as if the work were to be paid for on a force account basis; or the adjustment will be as agreed to by the CONTRACTOR and the ENGINEER.

The payment for the total pay quantity of the item of work will in no case exceed the payment which would be made for the performance of 25 percent of the ENGINEER's Estimate of the quantity for the item at the original contract unit price.

- 3-22. WAGE RATES - The General Prevailing Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.2. The CONTRACTOR can download this information from the web site: <http://www.dir.ca.gov/dlsr/PWD/>

The most current prevailing wage rates available at the time of bid opening shall be used.

- 3-23. STAGING AREA – It is the responsibility of the Contractor to provide a staging area for equipment and materials. The site and hauling route shall be submitted to the City for approval prior to the commencement of work. The Contractor shall obtain written confirmation from property owners for use of the site.
- 3-24. COORDINATION WITH PETALUMA SMALL CRAFT CENTER (PSCC) – The contractor shall coordinate with the PSCC when work is being performed at their facility. The contractor shall provide a one (1) week advanced notice to the contact for the Petaluma Small Craft Center (PSCC) via Greg Sabourin – 707-293-3685.

- 3-25. COORDINATION WITH D STREET BRIDGE – The City shall be responsible for providing staff on site for operations of the D Street Bridge. The contractor shall be responsible for providing a proposed schedule of operations with approximate cycle times for disposal activities which will require bridge openings. D Street Bridge operating hours are from 6:00 am to 6:00 pm. For openings outside of normal operating hours 24-hour notice is required for openings. Public Works operations services can be reached at 707-778-4303 or by email at [Bridgeopenings@cityofpetaluma.org](mailto:Bridgeopenings@cityofpetaluma.org).
- 3-26. PROTECTION OF EXISTING STRUCTURES – The Petaluma Turning Basin, Small Craft Center (PSCC), and Weller Street docks, gangways, and piles shall be protected from damage during the duration of the project. In addition, existing City Piles shall be protected during the project as they are planned to be used to attach the Contractor supplied modular float system and future planned City docks.

**SECTION IV**  
**TECHNICAL SPECIFICATIONS**

**SECTION 00001**  
**ORDER OF WORK**

**PART 1**           GENERAL

1.01       SCOPE OF WORK

A. Order of work shall be carried out as directed in this section and shall conform to the provisions in Section 5-5 “Order of Work,” of Section V: Special Provisions.

B. Required Project Progression:

1. Prior to beginning dredging or construction on any portion of the project, all required permits and insurance shall be obtained by the Contractor.
2. A pre-dredge meeting shall be attended by the Contractor at a date and time scheduled by the City prior to commencement of dredging.
3. By August 29, 2022, the Contractor (the apparent low bidder) shall submit a project schedule with sequence of work and proposed Dredging Operations Plan (DOP) per Section 02881 – Dredging, Part 1.04 Submittals, to the Engineer for approval before commencement of work.
4. Prior to beginning dredging, the Contractor shall remove and protect the floats in the area where dredging is to occur. The City Floats which are scheduled for removal and disposal shall be disposed of.
5. Commence dredging as allowed in, and in accordance with, approved DOP, project schedule, sequence of work, and project regulatory permits (e.g., USACE, RWQCB, et al), in addition to the requirements of the Contract documents. Copies of the permits available are attached in the appendices.
6. Upon completion of dredging of an area, the floats scheduled for reinstallation shall be reinstalled by the Contractor.
7. The contractor shall be required to make any necessary repairs to Turning Basin facilities immediately after dredging in the event that damage occurs throughout the course of the project.

**PART 2**           SUBMITTALS – NOT APPLICABLE

PART 3 MATERIALS – NOT APPLICABLE

PART 4 EXECUTION

4.01 PERMITS AND INSURANCE

A. Prior to beginning dredging or construction on any portion of the project, all contractor required permits and insurance shall be obtained by the Contractor. The Contractor shall be exempt from obtaining the following permits previously obtained by the City:

- BCDC Permit No. M2020.001.00 dated 1/26/2021
- CDFW:
  - Permit No. 1600-2020-0016-R3, City of Petaluma Maintenance Dredging dated 09/17/2020
  - EPIMS Notification No. SON-16617 R3Futilities
- USACE:
  - File Number 2011-00153 dated 04/02/2021
  - Letter of Permission File Number 2021-00066
- SFBRWQCB Place ID:
  - 875673 dated 9/27/21
  - 248083 2021 Amendment dated 11/24/21

4.02 NOTICE TO AFFECTED PARTIES

A. The Contractor is to provide notice to all affected parties of the dates and times that there will be restricted site access to docks and vehicular parking adjacent to the work, if applicable. The Contractor shall provide notice a minimum of five (5) days prior to beginning work. All restrictions of any kind require plan submittal review and approval by City.

B. Notification shall be done by producing and posting signs at affected gangway landings, if applicable. Text and layout shall conform to the provisions in Section 5-6 “Project and Construction Area Signs,” of Section V: Special Provisions, or as approved by the Engineer. As schedules change, affected areas shall be re-notified / reposted in the above manner as often as is necessary and as directed by the Engineer at no additional cost to the City.

C. The contractor shall be responsible for all floating notifications along the River, including floating buoys, and notifications of dock closures.

4.03 PRESERVATION OF EXISTING FACILITIES

- A. The Contractor shall contact Underground Service Alert (USA) far enough in advance so that all utilities are ascertained prior to beginning work.
- B. Due care shall be exercised to avoid damage to existing improvements or facilities, utilities, piers, docks, piling, boats, rip-rap, seawalls, railing, gangways, docks and flotation materials.
- C. The Contractor shall adhere to the requirements of “Protection of Facilities” of Section 02881 – Dredging, of these specifications.
- D. Dredging shall occur after the existing Turning Basin and PSCC floating docks and attached dock utilities which include electrical conduit, power pedestals and water pipes, have been completely removed. Cut off pipe or conduit to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing. Electrical connections shall be capped and sealed in the electrical box along the East Gangway (Weller Street) accessway.
- E. The PSCC docks and piles and the City docks scheduled for reinstallation shall be protected from damage during the duration of the project.
- F. The contractor shall take care to conform to the provisions in Section 5-31 “Protection of Existing Structures,” of Section V: Special Provisions

**PART 5            QUALITY CONTROL – NOT APPLICABLE**

**PART 6            MEASUREMENT AND PAYMENT**

**6.01    Measurement**

- A. Mobilization will be measured as the lump sum to include compensation for project preparations, procurement and assembly of all equipment, water quality controls, materials, supplies, permits, labor and bonds required for the prosecution of the work not otherwise included in other pay items and upon completion of the work as specified and directed, the clean-up of the work areas, removal of equipment, materials and supplies from the work area.

**6.02    PAYMENT**

- A. Payment for work specified in this section shall be included in the various Contract prices paid for the work, and no separate payment will be made therefore.

**END OF SECTION**

**SECTION 00100**

**MOBILIZATION AND DEMOBILIZATION**

**PART 1            GENERAL**

**1.01    SCOPE OF WORK**

- A. Mobilization and Demobilization shall consist of preparatory work and operations for all Contract work and dredging episodes, including, but not limited to, those necessary for the movement and transportation of personnel, equipment, supplies, and incidentals, to, from and within the project site; for the establishment and preparation of all facilities and equipment necessary for work on the project and for all other work and operations which must be performed and costs incurred prior to the beginning of work on the various Contract items, including administration, obtaining necessary permits, overhead, bonds, and insurance; and likewise, as stated above for demobilization (removal) of said personnel, equipment, supplies, excess materials, and incidentals from the job site upon completion of each individual dredging episode, and/or upon completion of Contract work.

**PART 2            SUBMITTALS – NOT APPLICABLE**

**PART 3            MATERIALS - NOT APPLICABLE**

**PART 4            EXECUTION**

**4.01    MOBILIZATION AND DEMOBILIZATION**

- A. The days Contractor utilizes in order to complete mobilization and demobilization shall be counted as Contract working days starting from effective date of Notice to Proceed issued by the City.
- B. Contractor shall maintain functional and operational equipment throughout Contract term and demobilize said equipment only when Contract work has been completed or by written authorization from the Engineer.
- C. Contractor shall be responsible for any environmental and regular clean-up as required due to Contractor's project operations, including mobilization and demobilization.

**PART 5            QUALITY CONTROL - NOT APPLICABLE**

**PART 6            MEASUREMENT AND PAYMENT**



## 6.01 MEASUREMENT

- A. **Mobilization/Demobilization** will be paid for at the contract LUMP SUM (LS) price that does not require a measurement for payment. Mobilization and demobilization will be measured as the lump sum to include compensation for procurement and assembly of all plant equipment, materials, supplies and labor required for the prosecution of the work not otherwise included in other pay items and upon completion of the work as specified and directed, the clean-up of the work areas, removal of equipment, materials and supplies from the work area.

## 6.02 PAYMENT

- A. Payment for mobilization and demobilization shall be paid for by the Contract Lump Sum price as contained **in Bid Item No. 1, Mobilization/ Demobilization**. Mobilization and demobilization shall include all costs, including labor, equipment required, traffic control, preparatory work to mobilize for the production of the work, and the supply, installation and maintenance of the temporary designs, obtaining any necessary permits and approvals for the work specified in accordance with the Contract, full reimbursement for the premiums actually paid for performance and payment bonds, moving the Contractor's plant and equipment to the site, accomplishing the work required by the permits with respect to protection of the environment and incidentals required to perform the work involved as shown on the Plans, as stated in these specifications, and as directed by the Engineer. Upon completion of the work, Demobilization shall include the complete removal of all equipment, plant and excess materials, environmental restoration and clean-up of the site from project-related impacts. It shall also include any restoration of structures damaged by the Contractor's operations to the satisfaction of the Owner.
- B. Payment will be made in two installments: 80% in Progress Payment after substantial mobilization has been completed and 20% in the final Progress Payment after Demobilization.
- C. The City may request from the Contractor and the Contractor must provide documentation to fully and adequately account for and demonstrate actual funds, labor, invoices, purchase orders or other appropriate records as deemed necessary by the City. If upon application for payment, the Contractor fails to demonstrate with verified documentation funds expended for mobilization, then the City reserves the right to only pay the contractor for actual expenditures relating to Mobilization with the balance of Mobilization to be paid to the Contractor upon full and complete Demobilization from the project site.
- D. There will only be one mobilization and one demobilization paid. If for any reason the Contractor must shut down and remove his plant or portions thereof from the site, then remobilize, the City will not be responsible for payment of any additional costs

associated with such work. The Contractor shall seek permission to remove his plant or portions thereof PRIOR to removal of such equipment. No additional mobilization/demobilization will be paid for additive bid items. In this case, all costs for mobilization/demobilization associated with the additive bid items shall be considered as included in the Contract unit price for the additive bid item and no additional payment will be made.

- E. A ten percent (10%) retention of payment amount shall be held by the City from the amount of each Application for Payment.

**END OF SECTION**

**SECTION 01330**

**SUBMITTAL PROCEDURES**

**PART 1            GENERAL**

**1.1            RELATED DOCUMENTS**

- A. Drawings and Section IV – General Conditions of the Contract Documents apply to this section.

**1.2            SUMMARY**

- A. This section specifies the general methods and requirements of submissions applicable to the following work-related submittals.
  - 1. Product Data
  - 2. Planning Documents
  - 3. Equipment Specifications
  - 4. Progress Schedules
  - 5. Construction Photographs

**PART 2            SUBMITTALS**

**2.1            SUBMITTALS**

- A. The following shall be submitted in accordance with the Contract Documents:

A. Progress Schedule

Contractor shall provide a construction schedule at the Pre-construction Conference or as otherwise deemed necessary. If changes are authorized that result in contract time changes, the Contractor shall submit a modified chart for approval by the Engineer.

B. Submittal Register

The CONTRACTOR's initial schedule submittals for shop drawings, Plan of Operation, and CPM Schedule will be reviewed and finalized at the Pre-Construction Conference. At a minimum, the CONTRACTOR's representatives shall include its project manager, project superintendent and schedule expert.

The Contractor shall provide all records, project schedule, Dredge Operation Plan and any other information required by the Contract documents, dredging permits, regulatory agencies, and the Engineer. The Contractor shall provide all items in the time frame as stated. Failure to provide these items in a timely manner may cause delays in the project or cause the dredging operation to be shut down and no adjustment in time of work will be made after the Notice to Proceed has been issued.

- C. Prior to each dredging episode, the Contractor shall be required to submit to the Engineer and the Corps of Engineers a **Dredging Operations Plan (DOP)** as outlined in Section 02881 – Dredging.
- D. The Contractor shall not receive a Notice to Proceed (NTP) until the Dredging Operations Plan (DOP) described above has been approved by the Corps of Engineers and the DMMO. The Contractor shall expect a minimum of 30-day review from the agencies. Incomplete submittals may result in additional review time.
- E. Solid Debris Management Plan: This Plan shall incorporate all permit constraints and restrictions and state the disposal plan for solid waste, chemical waste and dredging spoils to the Engineer and the Corps of Engineers for approval prior to the start of his operation as outlined in Section 02881 – Dredging.
- F. Removal, Demolition, and Reinstallation Work Plan detailing the Contractor's proposed sequence, equipment, and procedures for performance of the work with additional submissions. Work plan shall be submitted as outlined in Section 02100 – Demolition and Salvage.
- G. For disposal of dredge spoils at Corps of Engineers' aquatic disposal site SF-10 (San Pablo Bay), the Contractor shall maintain a Disposal Site Verification Log and Electronic Positioning Data Record for weekly submittal to the Engineer and the Corps of Engineers by e-mail. Contractor shall follow all procedures outlined in the

Department of the Army Permit, which will be provided to the selected Contractor with the Notice of Award.

- H. During the performance of all dredging operations, equipment operators shall fill out a Daily Dredging Report and Leverman's Shift Log for each calendar day's activity on each dredge being operated. Reports shall be prepared in accordance with as outlined in Section 02881 – Dredging. Progress payments for dredging will not be made until a complete set of reports covering the payment period are in the Owner's possession and are deemed to be acceptable by the Owner.
- I. The Contractor shall submit the Vessel Traffic Control Log to the Owner on a weekly basis.
- J. The Contractor shall provide immediate written notification with documentation of Work stoppages and slowdowns that may affect the dredging operation plan.
- K. Contractor's Quality Control Plan for dredging operations and disposal including a Site-Specific Survey Plan and QA/QC Document.
- L. Prior to commencement of Work, the Contractor and the Owner shall jointly survey the area adjacent to the dredging Work area making permanent note and record of such existing damage to the existing docks, piles, breakwater, or other existing features. The existing conditions survey will include any areas that may be used by the contractor to berth equipment while not in use, and dockage areas to be used for extreme weather. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to the Contractor's operations. All parties making the survey shall sign the official record of existing damage. Damage of any nature to the existing features within the surveyed area, not noted in the original survey but subsequently noted, shall be reported immediately to the Owner. The record shall include a photographic record which contains, at a minimum, photographs of existing features, location of photograph(s) taken, and description of the condition. The record shall be submitted to the Owner prior to start of dredging.
- M. Prior to the start of work the Contractor shall submit all Floating Plant and Equipment Certifications, Survey Vessel Calibration Report, Dredge Positioning Plan and Calibration Report, Scow Positioning Plan and Calibration Report, Severe Weather Plan.
- N. Survey Personnel: furnish a complete listing of the personnel who will perform the survey work, the state of licensure shall be California.
- O. Confirmation of Underground Service Alert (USA) Notification prior to beginning work.

- P. Field data in a digital format along with any field notes.
  - Q. Survey Data: plots shall be submitted no more than 1 day after completion of field work.
  - R. Pre-construction photographs of existing terminal infrastructure located within or close proximity of work.
  - S. The contractor shall be responsible for all floating notifications along the River, including floating buoys, and notifications of dock closures.
  - T. Any additional submittal requirements from other specifications or permits not noted on this list.
- B. Additional details are specified in the technical specifications section of the Contract Document for required submittals.

## 2.2 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall review product data, including those by Subcontractors, prior to submission to determine and verify the following.
  - 1. Field measurements
  - 2. Field construction criteria
  - 3. Catalog numbers and similar data
  - 4. Conformance with the Specifications
    - a. Each submittal shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor. Certification Statement:
      - i. **“By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and I have checked and coordinated each item with other applicable approved submittals and all Contract requirements.”**
    - b. Submittals and product data sheets 11 inch x 17 inch or smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package. Provide to the Project Engineer a copy of each submittal transmittal form for product data and samples at the time of submittal of said product data and samples to the Project Engineer.
      - i. Submittals received “WITHOUT” Certification Statement shall not be reviewed.

- c. If a submittal shows any deviation from the requirements of the Contract Documents, the Contractor shall make specific mention of the deviations in the Transmittal Form furnished by the Engineer and provide a description of the deviations in a letter attached to the submittal.
- d. The review and acceptance of samples or product data by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will not have responsibility.
- e. No portion of the work requiring a submittal shall be started nor shall any materials be fabricated, placed or installed prior to the acceptance or qualified acceptance of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to accepted submittals and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- f. Project work, materials, fabrication, and installation shall conform with approved applicable samples and product data.
  - i. Manufacturer's printed installation instructions, a part of product data submitted to the Engineer will not be reviewed and are for informational purposes only.

## 2.3 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor.
  - 1. All complete submittals shall be submitted sufficiently in advance of construction requirements to provide no less than five (5) days, excluding Saturdays, Sundays and legal holidays for review from the time received at the Engineer's reviewing office. For submittals of major equipment that require more than five (5) days to review, due to its sheer complexity and amount of detail and also requiring review by more than one engineering discipline, a letter will be sent by the Engineer, or his/her designee, to the Contractor informing him/her of the circumstances and the date the submittal is expected to be returned to the Contractor.
  - 2. Number of Submittals Required
    - a. Shop Drawings: Unless otherwise stated in the respective Specifications Sections, data shall be submitted digitally as a PDF.
    - b. Product Data: Unless otherwise stated in the respective Specifications, data shall be submitted digitally as a PDF.
  - 3. Submittal Content
    - a. The date of submission and the dates of any previous submissions.
    - b. The Project title and number.
    - c. Contractor identification.

- d. The names of:
  - i. Contractor
  - ii. Supplier
  - iii. Manufacturer
- e. Identification of the product, with the specification section number, page and paragraph(s)
- f. Field dimensions clearly identified as such.
- g. Relation to adjacent or critical features of the Work or materials.
- h. Applicable standards, such as ASTM or Federal Specification numbers.
- i. Identification of deviations from Contract Documents.
- j. Identification of revisions on resubmittals.
- k. An 8 inch x 3 inch blank space for Contractor and Engineer stamps.
- l. Each shipment of drawings shall be accompanied by a transmittal form furnished by the Engineer giving a list of the drawing numbers and the names mentioned above.

#### 2.4 REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

- A. The Engineer's review is for general conformance with the design concept and contract drawings. Markings or comments shall not be construed as relieving the Contractor from compliance with the contract plans and specifications or from departures therefrom. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- B. The review of shop drawings, data, and samples will be general. They shall not be construed:
  - 1. As permitting any departure from the Contract requirements.
  - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
  - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
  - 4. If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirement which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
  - 5. Two (maximum) copies of shop drawings or product data will be returned to the Contractor.



6. Submittals will be returned to the Contractor under one of the action codes indicated and defined on the transmittal form furnished by the Engineer.
7. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention, in writing, on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Engineer, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the Contractor. The Contractor shall make corrections to any work done because of this type of revision that is not in accordance with the Contract Documents as may be required by the Engineer.
8. Partial submittals may not be reviewed. The Engineer will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor and will be considered "Rejected" until resubmitted. The Engineer may at their option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
9. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Documents, the Contractor shall give written notice thereof to the Engineer at least seven (7) working days prior to release for manufacturer.
10. When the Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

## 2.5 GENERAL PROCEDURES FOR SUBMITTALS

### A. Coordination of Submittal Times

Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications so that the installation will not be delayed by processing times including disapproval resubmittal (if required), coordination with other submittals, inspection, testing (off-site and on-site), purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

## 2.6 CERTIFICATION FORMS

- A. If specified in other sections of these Specifications, the Contractor shall submit the applicable certification form for each item required and the form (attached to this Specification) completely filled in and stamped.

## 2.7 PRECONSTRUCTION SUBMITTALS

- A. At a minimum, the following submittals shall be provided in sufficient time to support the scheduled date for mobilization:
1. Certificates of insurance.
  2. List of proposed subcontractors.
  3. List of proposed products and major equipment/certifications.
  4. Dredge and Disposal Operations Plan
  5. Construction project schedule.
  6. Submittal register.
  7. All planning documents referenced in other sections.

PART 3 MATERIALS – NOT APPLICABLE

PART 4 EXECUTION – NOT APPLICABLE

PART 5 QUALITY CONTROL – NOT APPLICABLE

PART 6 MEASUREMENT AND PAYMENT – NOT APPLICABLE

**END OF SECTION**

## CERTIFICATE OF DESIGN

The undersigned hereby certifies that he/she is a Professional Engineer (P.E.) registered in the state of \_\_\_\_\_ and that he/she has been employed by (Name of Contractor) \_\_\_\_\_ to design \_\_\_\_\_ in accordance with Specifications Section \_\_\_\_\_ for the (Name of Project) \_\_\_\_\_

The undersigned further certifies that he/she has performed similar designs previously and has performed the design of the \_\_\_\_\_; that said design is in conformance with all applicable local, state, and federal codes, rules, and regulations and professional practice standards; that his/her signature and P.E. Stamp have been affixed to all calculations and drawings used in, and resulting from, the design; and that the use of that stamp signifies the responsibility of die undersigned for that design.

The undersigned hereby certifies that he/she has Professional Liability Insurance or will be covered by an Employer Policy with limits of \$1,000,000.00 and a Certificate of Insurance is attached.

The undersigned hereby agrees to make all original design drawings and calculations available to the Owners representative with seven (7) days following written request therefore by the Owner.

\_\_\_\_\_  
P.E. Name

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**SECTION 01600**  
**ENVIRONMENTAL PROTECTION**

**PART 1**        **GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Permits issued for this Work shall be included in the Contract Documents and shall be fully integrated into the performance of the Work set forth herein. As such, the Contractor must fully adhere to the provisions set forth therein and shall hold Owner harmless for any failure to adhere to a permit condition.

**1.2 SUMMARY**

- A. This Section specifies requirements for environmental protection.

**1.3 SUBCONTRACTORS**

- A. Assurance of compliance with this specification by Subcontractors will be the responsibility of the Contractor.

**1.4 NOTIFICATION**

- A. Owner and or ODR shall notify the Contractor in writing of any observed noncompliance with the federal, state or local laws or regulations, permits and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the ODR of proposed corrective actions and take such actions as may be approved. If the Contractor fails to comply promptly, Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No time extensions shall be granted, nor costs or damages allowed to the Contractor for any such suspension.

**1.5 FINES AND PENALTIES**

- A. The Contractor shall be solely responsible for any and all permit violations and fines levied thereto as a result of their construction or operations. The Contractor indemnifies Owner and ODR from any fines or penalties levied and shall defend said fines or penalties as its sole cost with Owner's cost relating to any defense of said fines or penalties to be assessed to the Contractor.

**PART 2**        **SUBMITTALS – NOT APPLICABLE**

PART 3 MATERIALS – NOT APPLICABLE

PART 4 EXECUTION

3.1 GENERAL

- A. Contractor shall be responsible for any environmental and regular clean-up as required due to Contractor's project operations, including mobilization and demobilization.
- B. The State of California along with other municipal, regional, local and federal agencies have issued permits, orders of conditions and strict regulations for construction in environmentally sensitive areas. In addition to any orders, the following restrictions apply:
1. Under no circumstance shall any equipment be allowed to operate (including grounding of vessels and storage of materials) in or on any of the adjoining grass beds, salt marshes, or mudflats. In addition, no equipment will be operated in such a manner as to cause damage to these areas.
  2. Absolutely no release is allowed into any waterway of any petroleum product, epoxies, resins, admixtures, touch-up coatings, concrete, waste water of any kind, any foreign particular which is associated with any of the activities, or the like of the Contractor. Accidental releases shall be reported to the appropriate authority, ODR, and, if applicable, the Coast Guard. The Contractor assumes all responsibilities for fines or penalties levied and agrees to fully indemnify the Owner and ODR for any accidental, negligent or intention discharge of any foreign material into any waterway associated with the Work prescribed herein.
  3. Prior to beginning any Work the Contractor shall submit, in writing, a contingency plan, subject to approval by the ODR, which will set forth the procedures to be followed in the event of an accidental release. This plan will require, as a minimum that the Contractor have on Work Site sufficient absorbent pads and booms to contain an accidental spill. Absolutely no Work shall begin on the Project until this plan has been approved by Owner and or the ODR.
  4. Debris from construction operations is to be cleaned up on a regular basis and disposed of off Work Site at a properly designated facility at the Contractor's expense. Any floating debris and cuttings shall be contained in the Work area by floating booms and shall not be allowed to drift about any waterway. Organic debris (epoxies, etc.) are considered releases and shall be cleaned up immediately in accordance with the approved plan.

5. In the event that salt marsh or eel grass vegetation is destroyed in conjunction with the construction, it shall be replaced, at no cost to Owner, by a firm experienced in restoration of such vegetation.
6. Any materials stored or stockpiled on the Work Site will be assessed for its potential to create a run off problem. Such materials shall be stored and/or protected in such a way that run off from the stockpiles will not create a nuisance or damage down gradient resource areas. Any and all property located at or used in conjunction with this Project shall be returned to pre-construction conditions prior to completion of Project and release of demobilization retainage.

### 3.2 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. The environmental resources within the Project boundaries and those affected outside the limits of permanent Work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine his activities to areas defined by the drawings and specifications.
- B. Work and Staging Area Limits: Prior to any construction the Contractor shall mark the areas that are required to accomplish all Work to be performed under this Contract. Monuments and markers shall be protected before construction operations commence. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.
- C. Disposal of Uncontaminated Solid Wastes: Solid wastes shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.
- D. Disposal of Solid Waste by Removal from the Work Site: The Contractor shall transport all uncontaminated solid waste off the Work Site and dispose of it in compliance with Federal, State and local requirements for solid waste disposal.
- E. Disposal of Discarded Materials: Discarded materials other than those which can be included in the solid waste category will be handled as directed by the ODR. The Contractor shall comply with Title 40 CFR, Part 260-265.
- F. Protection of Water Resources: The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground

waters. Special management techniques shall be implemented to control water pollution resulting from the construction activities, which are included in this Contract.

- G. Protection of Fish and Wildlife Resources: The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to, and damage of fish and wildlife.
- H. Protection of Air Resources: The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and Work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the California and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the U.S. Environmental Protection Agency, specifically as they apply in the State of California shall be maintained for all construction operations and activities. Special management techniques as set out below shall be implemented to control air pollution by the construction activities, which are included in this Contract.
- I. Particulates: Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials shall be controlled at all times, including weekends, holidays and hours when Work is not in progress.
- J. Hydrocarbons and Carbon Monoxide: Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to federal and California allowable limits at all times.
- K. Odors: Odors shall be controlled at all times for all construction activities, processing and preparation of materials.
- L. Protection of Sound Intrusions: The Contractor shall keep construction activities under surveillance, and control to minimize damage to the environment by noise. The Contractor shall use methods and devices to control noise emitted by equipment.
- M. Ownership of any fuel on the Work Site at all times will be under the control of the Contractor. The Contractor will contact, coordinate and comply with any local, county, state or federally mandated regulations, codes or rules set forth regarding the storage, use and or disposition of any petroleum products. Under no circumstances are any permanent fuel facilities to be constructed on the Work Site. Any fuel spills shall be the sole responsibility of the Contractor.

### 3.3 POST CONSTRUCTION CLEAN UP

- A. The Contractor shall clean up all areas affected by construction to pre-construction conditions prior to completion of Project.

### 3.4 RESTORATION OF LANDSCAPE DAMAGE

- A. The Contractor shall restore all landscape features of staging, storing or other areas damaged or destroyed during construction operations outside the limits of the approved Work areas. Such restorations shall be in accordance with the plan submitted for the approval of Owner or the ODR. This Work will be accomplished at the Contractor's expense.

### 3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES

- A. The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the Contract or for that length of time construction activities create the particular pollutants.

### 3.6 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

- A. The Contractor shall train their personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to ensure adequate and continuous environmental pollution control.

PART 5           QUALITY CONTROL – NOT APPLICABLE

PART 6           MEASUREMENT AND PAYMENT – NOT APPLICABLE

**END OF SECTION**



**SECTION 02100**

**DEMOLITION, REMOVAL, AND SALVAGE**

**PART 1**        GENERAL

1.01        SCOPE OF WORK

- A. The Work involved in this section shall consist of providing all related labor, materials, equipment, tools, supplies, insurance, licenses, and transportation to and from the project site and material disposal site, coordinating with the City and regulatory agencies, providing notification; operating, maneuvering and positioning necessary equipment and vessels, making repairs to damaged facilities, and any related services necessary for the demolition, removal and disposal of the existing Turning Basin floating timber docks and attached dock utilities which include electrical conduit, power pedestals and water pipes, the removal and reinstallation/relocation of City gangways, installation of temporary barriers at gangway landings, coordination with PSCC for removal, protection, and reinstallation of floats as indicated on the Plans and in these specifications.
  
- B. Carefully remove and store off or on site those items scheduled to be reused. Replace these items as indicated on the drawings such that they are undamaged and fit for their intended purpose.

1.02        REFERENCES

- A. ANSI – American National Standards Institute
  - 1. A10.6 – Demolition Operations – Safety Requirements
  
- B. BLP – Barclays Law Publishers
  - 1. CCOR – California Code of Regulations
    - a. Title 8 – Industrial Safety Orders, Construction Safety Orders
  
- C. State of California
  - 1. 2019 California Existing Building Code
    - a. Title 24, Part 10 with Parts 8 & 12 – Existing Building Code
  - 2. The San Francisco Building Code
    - a. Ordinance 60-20, File No. 191150 – Buildings
  - 3. The full 2019 San Francisco Building Code consists of the 2018 International Building Code, as amended by California (2019 California Building Code), and

as further amended by these San Francisco amendments, as well as the 2018 International Residential Code as amended by California (2019 California Residential Code) and as further amended by these San Francisco amendments.

## PART 2 SUBMITTALS

### 1.03 SUBMITTALS

- A. Contractor to provide a demolition plan for approval prior to start of operation. Plan to show the following, at a minimum:
1. Schedule including daily hours.
  2. Sequence of operations.
  3. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
  4. Coordination for shutoff and capping of dock mounted utility services.
  5. Relocation of the two (2) gangways.
  6. Locations of temporary barriers and means of egress.
  7. Plan for removal of hazardous materials.
  8. Circulation plan for pedestrians, vehicles, and vessels.
  9. Listing of name and location of disposal sites for all materials.
  10. Product data and shop drawings as required by other sections of these specifications.
  11. Details of equipment and procedures
  12. Contractor's organizational chart
  13. Contractor's proposed Positioning Plan
  14. Name, identification number, and date of last certification of each plant and piece of equipment
  15. Proposed measures for protection of, or temporary or permanent relocations of, adjacent structures located within the vicinity of the work area
- B. The contractor shall be responsible for all public notifications of floating docks or buoys along the River and notifications of dock closures.

PART 3 MATERIALS

- A. All materials shall be as indicated on the plans, and elsewhere in these specifications.

PART 4 EXECUTION

4.01 PROTECTION

- A. Erect and maintain temporary bracing, shoring, lights, barricades, warning signs and guards necessary to protect the public from injury and the existing facilities from potential damage, all in accordance with applicable rules and regulations.
- B. Demolition will be occurring in an active Turning Basin; Contractor shall keep waterways open to allow access to and continual use of the existing basin. Contractor shall protect all docks, floats, gangways, boats, structures, and facilities from damage.
- C. All debris generated as a result of the project construction shall be removed from the site and disposed of at an appropriate disposal location.
- D. Appropriate BMPs shall be implemented throughout the project site.
- E. All debris shall be contained or immediately removed from the waters of the Petaluma River if there is accidental failure of debris containment.
- F. Protect all structures to remain or scheduled for reinstallation from demolition damage.
- G. Do not interfere with commercial use space. Maintain free and safe passage to and from all active retail/commercial establishments.
- H. Provide, erect and maintain barricades as required to protect workers and the general public.
- I. Do not close or obstruct roadways and sidewalks without proper permits. Permits to be obtained from the City of Petaluma ODR.
- J. Coordinate the performance of work in this Section with related or adjacent work. Complete the removal and protection of items before beginning new construction.
- K. Conduct operations with minimal interference to public or private thoroughfares. Maintain safe egress and access at all times.
- L. Contractor shall be responsible for the replacement of items damaged during the construction process. Contractor shall provide replacement equal to, or better than, the original condition of the damaged items.
- M. Should the Contractor (during the progress of the Work) lose, dump, throw overboard, sink or misplace any material, plant, machinery or appliance which may be dangerous to intended uses of the waterway, or cause pollution of the waters, the Contractor shall

give immediate notice, with a description and location of such obstructions, to the ODR, and, when required, shall mark, boom or buoy such obstructions until they are removed. The Contractor shall remove such obstructions within three (3) days after being directed to do so by the ODR. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the Owner, and the cost of such removal may be deducted from any money due to the Contractor. Absorbent booms shall be kept on-site.

#### 4.02 GENERAL REQUIREMENTS

- A. Execute demolition work to ensure safety of persons and adjacent property against damage resulting from this work. Carry out demolition so as to minimize inconvenience to adjacent occupied building areas and docks.
- B. Utilize bracing and shoring where necessary to prevent collapse of structure or parts thereof. Any bracing or shoring plans shall be submitted to the ODR for review prior to execution.
- C. Utilities: Make provisions and be responsible for disconnecting and reconnecting any utilities as may be required.
- D. Provide dust protection as required to prevent construction dust from entering the neighboring businesses and adjacent buildings. Prevent spread of flying particles and dust. Assume liability for all claims related to windblown dust, dirt and debris.

#### 4.03 PREPARATION

- A. Provide, erect, and maintain temporary barriers and security devices.
- B. Scaffolding: Provide as required for execution of any part of the work.
- C. Cranes, Hoists or Chutes: Provide as required for movement of personnel, materials, or equipment.
- D. Protect existing structures that are to be left un-demolished.
- E. Fire Protection: Provide and maintain fire extinguishers, fire hoses and other equipment per requirements of regulatory agencies for fire protection during demolition.

#### 4.04 UTILITY SERVICES

- A. The Contractor shall contact Underground Service Alert (USA) far enough in advance so that all utilities are ascertained prior to beginning work.
- B. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

- C. Utility Requirements: Locate, identify, disconnect, and cap off indicated utility services serving facility to be selectively demolished.
- D. Owner will arrange to shut off indicated utilities when requested by the Contractor.
- E. Arrange to shut off indicated utilities with utility companies.
- F. Cut off pipe or conduit to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing.
- G. Electrical utilities shall be capped and sealed at the electrical box along the East Gangway (Weller Street) accessway.
- H. Utility Requirements: Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.
- I. Nothing shown in the drawings nor in these specifications shall be considered as authorizing any installation that violates the requirements of such codes. In addition, the installation shall conform to, as minimum standards, all rules and regulations that apply in the following publications.
  - 1. National Electrical Code
  - 2. Building Standards - State of California
  - 3. Rules and regulations - serving electric utility
  - 4. Rules and regulations - Fire Marshal's office
  - 5. OSHA (Occupational, Safety and Health Act)
- J. Exposed energized panels shall be shielded and protected at all times. The main disconnect, if energized, shall be locked in the open position after working hours during construction.
- K. Working on energized panels during construction shall not be authorized or permitted by the Contractor.

#### 4.05 DEMOLITION

- A. Prior to start of demolition, submit schedule of hours of operations for approval by the ODR.
- B. Perform work in accordance with ANSI A10.6 unless otherwise indicated.
- C. Demolition work shown is diagrammatic and general. No attempt has been made to indicate all material to be removed. Perform all demolition shown and required for the construction of the project, including all items in the way of new work whether or not specifically shown. No extra costs will be allowed.

- D. Demolish in an orderly and careful manner as required to accommodate new work. Follow the demolition phasing plan as shown and/or noted in the contract documents.
- E. Perform demolition in accordance with applicable requirements of authorities having jurisdiction.
- F. Cease operations immediately if remaining or adjacent structures appear to be in danger. Notify the ODR. Do not resume operations until directed to do so.
- G. Notify the ODR of any unforeseen conditions.
- H. Repair all demolition performed in excess of that required, at no cost to the owner.
- I. Remove salvage and debris from the site as it accumulates. Do not store, sell, burn or otherwise dispose of debris at the site. Remove all materials in such manners as to prevent spillage. Keep all pavements and areas adjacent to and leading from the site clean and free of mud, dirt, and debris at all times.
- J. Remove demolished materials, tools, and equipment from site immediately upon completion of work and no later than the end of each week.
- K. Noise control and abatement:
  - 1. Provide state of the art mufflers, silencers and noise control features for all equipment.
  - 2. Utilize least noisy procedures and use machines such as electric rather than diesel powered whenever there is a choice.
  - 3. Provide impact tools and equipment that have intake and exhaust mufflers as applicable; pavement breakers and jackhammers shall be equipped with acoustically attenuating shields or shrouds.
- L. The Contractor shall coordinate the electrical demolition work with the work of other trades and shall arrange for licenses and inspections necessary for the completion of the electrical demolition work. Note: The City of Petaluma will require an electrical permit for this work.
- M. The Contractor shall furnish and pay for licenses necessary for the completion of the electrical work.
- N. The Contractor shall coordinate and obtain inspections required for the work herein. All work performed hereunder shall conform to building safety codes, ordinances, rules and regulations of any legal body having jurisdiction. When these specifications require or describe materials or construction of better quality or larger size than required by the governing codes, rules and regulations, the provisions of the specifications shall prevail.

## PART 5            QUALITY CONTROL

### 5.01    Quality Control

1. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section.

#### B. Qualifications:

1. The Work shall be performed by a company specializing in performing the work of this section with minimum 3 years documented experience.

#### C. Regulatory Requirements:

1. Work shall be in accordance with rules and regulations of BLP, CCOR Title 8, Construction Safety Orders.
2. State and local code requirements shall control the disposal of debris, which shall be at an acceptable off-site location. Contractor to provide written documentation for all disposal sites.
3. Notify affected utility companies, if applicable, before starting work and comply with their requirements. The Contractor shall notify Underground Service Alert prior to starting any trenching work.
4. Do not close or obstruct street, sidewalks, hydrants, electrical utilities, and tenant operations without permits and the owner's approval.

### 5.02    TRANSFER OF RESPONSIBILITY AND DISPOSITION OF MATERIALS (SALVAGE)

A. Inform the Owner within seven (7) days in advance of start of demolition.

B. All materials and fixtures scheduled for demolition and disposal, upon receipt of Notice to Proceed with the work, shall be vested in the Contractor whereupon the Owner will not be responsible for the condition, loss or damage to said property. All such items shall be removed from the Owner's property.

C. Salvage value of materials and equipment removed shall be considered in the bid submittal.

D. Except for items specifically scheduled for reuse, demolished material shall be considered to be property of the Contractor and shall be completely removed from the job site and disposed of in legal manner.

PART 6 MEASUREMENT AND PAYMENT

6.01 MEASUREMENT

- A. The unit of measure for the removal and disposal of the Turning Basin Floating Docks shall be the contract lump sum (LS) price for **Bid Item No. 2** - Demolition and Disposal of Existing Floating Wood Docks, Cleats, Dock Utilities (Water/Power) and Power Pedestals, and specified reinstallation.
- B. The unit of measure for the removal and reinstallation of the West Gangway shall be the contract lump sum (LS) price for **Bid Item No. 3** - Removal and Reinstallation of West Gangway.
- C. The unit of measure for the removal and relocation of the East Gangway shall be the contract lump sum (LS) price for **Bid Item No. 4** - Removal and Relocation of East Gangway.
- D. The unit of measure for the removal and reinstallation of the PSCC Floats shall be the contract lump sum (LS) price for **Bid Item No. 5** - Removal and Relocation of PSCC Floats.

6.02 PAYMENT

- A. Removal and disposal of the Turning Basin Floating Docks shall be paid for by the contract lump sum price for **Bid Item No. 2** - Demolition and Disposal of Existing Floating Wood Docks, Cleats, Dock Utilities (Water/Power) and Power Pedestals. This contract lump sum price shall include full compensation for moving equipment to and from the various locations within the project site, setting up equipment, disconnection, removal and disposal of the existing floating wood docks, including disconnection and capping of all utilities (power/water) and power pedestals, reinstallation of a portion of the Turning Basin floats once dredging is completed, protection of facilities, clean-up, and for all labor, materials, tools, equipment, and incidentals required to perform the work involved as shown on the plans, as specified in these special provisions and the Standard Specifications, and as directed by the ODR.
- B. Removal and reinstallation of the West Gangway shall be paid for by the contract lump sum price for **Bid Item No. 3** - Removal and Reinstallation of West Gangway. This contract lump sum price shall include full compensation for moving equipment to and from the various locations within the project site, setting up equipment, disconnection, removal and protection of the existing aluminum gangway, including disconnection and capping of all utilities (power/water), installation of any and all temporary barriers to close off the gangway landings to public access, protection of facilities, reinstallation of the West gangway once



dredging is completed, clean-up, and for all labor, materials, tools, equipment, and incidentals required to perform the work involved as shown on the plans, as specified in these special provisions and the Standard Specifications, and as directed by the ODR.

- C. Removal and relocation of the East Gangway shall be paid for by the contract lump sum price for **Bid Item No. 4 - Removal and Relocation of East Gangway**. This contract lump sum price shall include full compensation for moving equipment to and from the various locations within the project site, setting up equipment, disconnection, removal and protection of the existing aluminum gangway, including disconnection and capping of all utilities (power/water), installation of any and all barriers to close off the gangway landings to public access, protection of facilities, removal and placement of the East gangway along the East Gangway accessway, or transportation and delivery of the gangway as specified by the Owner within city limits if not otherwise specified, clean-up, and for all labor, materials, tools, equipment, and incidentals required to perform the work involved as shown on the plans, as specified in these special provisions and the Standard Specifications, and as directed by the ODR. See sheet S-101 of plans for gangway storage location and closure details.
- D. Removal and reinstallation of the PSCC Floats shall be paid for by the contract lump sum price for **Bid Item No. 5 - Removal and Relocation of PSCC Floats**. This contract lump sum price shall include full compensation for moving equipment to and from the various locations within the project site, setting up equipment, disconnection, removal and protection of the existing PSCC Floats, including disconnection and capping of any utilities (power/water), protection of facilities, reinstallation of the PSCC floats once dredging is completed, clean-up, and for all labor, materials, tools, equipment, and incidentals required to perform the work involved as shown on the plans, as specified in these special provisions and the Standard Specifications, and as directed by the ODR.

### **END OF SECTION**

## SECTION 02881

### DREDGING

#### PART 1 GENERAL

##### 1.01 ORDER OF WORK

###### A. Required Project Progression:

1. A pre-dredge meeting shall be attended by the Contractor at a date and time scheduled by the City prior to commencement of dredging.
2. The Contractor shall submit a project schedule with sequence of work and proposed Dredging Operations Plan (DOP) per Section 02881 – Dredging, Part 1.04 Submittals, to the Engineer for approval before commencement of work.
3. The Contractor shall perform a pre-dredge survey in accordance with Section 3.13 – Survey shall be conducted no more than 60 days before or less than 20 days before site dredging within each area dredged.
4. Commence dredging as allowed in, and in accordance with, approved DOP, project schedule, sequence of work, and project regulatory permits (e.g., USACE, RWQCB, et al), in addition to the requirements of the Contract documents. Copies of the permits available are attached in the appendices.
5. Make repairs to Turning Basin and Petaluma Small Craft Center (PSCC) facilities immediately after dredging-related damage occurs throughout the course of the project.
6. Prior to beginning dredging or construction on any portion of the project, all required permits and insurance shall be obtained by the Contractor.
7. The contractor shall perform a Post dredge survey in accordance with Section 3.13 – Surveying.

##### 1.02 SCOPE OF WORK

- A. The dredging work involved in this section shall consist of providing all related labor, materials, equipment, tools, supplies, insurance, licenses, and transportation to and from dredging site and dredged material disposal site, coordinating with the City and regulatory agencies, providing notification; operating, maneuvering and positioning necessary equipment and vessels, making repairs to damaged facilities, and any related services necessary for the dredging and disposal of bottom sediments dredged from the Petaluma Turning Basin and River and as indicated on the Plans and in these specifications.

- B. The work shall also consist of providing horizontal and vertical layout for dredging within specified areas and performing depth measurements necessary to provide progress plans upon the City's request, depicting dredged areas and estimated quantities of material dredged.
- C. Dredging shall be conducted using a derrick barge with spuds equipped with a clamshell bucket and / or excavator, bottom dump scows with a 12"x12" grizzly in place, and positioning tug boats. Dredged material shall be barged and disposed of at the San Pablo Bay Disposal Site (SF-10). Disposal transport of dredged material via pipeline is not authorized for this project.
- D. Additional requirements relative to providing and maintaining environmental protection measures during the life of the contract are specified in Section 01600 – Environmental Protection.

### 1.03 REGULATORY REQUIREMENTS

- A. The Contractor shall be responsible for knowing and conforming to the requirements of the U. S. Army Corps of Engineers, the California Regional Water Quality Control Board, the San Francisco Bay Conservation and Development Commission, Department of Fish and Wildlife, and any other federal, state, county or local agency codes, ordinances, and regulations that may apply.
- B. Contractor shall comply with the following Army Corps of Engineers submittal requirements:
  - 1. Dredge Operations Plan.
  - 2. Solid Debris Management Plan
  - 3. Disposal verification log sheet.
  - 4. Disposal summary sheet.
  - 5. Notification to start work sheet.
- C. The Contractor is responsible for securing and paying for all permits and licenses in connection with operating his equipment, floating plant or otherwise.
- D. The Contractor is responsible for maintaining water quality standards and shall conform to the requirements of the San Francisco Bay Regional Water Quality Control Board as specified within the project episode water quality permit.
- E. Fines imposed by any Regulatory Agency caused by the Contractor, due to negligence or wrong doing on the part of the Contractor (e.g. dredging below the 1-foot over depth allowance or outside the horizontal dredge boundaries), in the execution of the Dredging Work shall be paid by the Contractor.

- F. The Contractor shall be prepared for and allow for Corps of Engineers, BCDC and/or Regional Water Quality Control Board inspection at any time during dredging operation.
- G. Contractor is advised that the Army Corps of Engineers has imposed dredging and aquatic disposal restrictions for this area (i.e. environmental work windows). Due to permit constraints, dredging operations might not be allowed to begin immediately upon award and execution of the Contract. Dredging shall be completed by November 30, 2022.
- H. Contractor shall comply with all Coast Guard regulations and display the proper signals during both day time and night time operations, if required.
- I. All vessels operated for disposal of dredged material are required to participate in and comply with the Coast Guard's Vessel Traffic Control Service (VTCS). Five minutes before each departure, the Contractor shall notify the VTCS by radio of the time of departure from the dredge site, departure from the disposal site, and return to dredge site.
- J. The contractor shall notify the City or its Engineer immediately by telephone and e-mail whenever an adverse condition occurs due to this activity. An adverse condition includes, but is not limited to, a violation or threatened violation of conditions of this Certification, or a release of petroleum products or toxic chemicals to waters of the State.
- K. Overflow requirements:
  - 1. No overflow or decant water shall be discharged from the barge, with the exception of spillage incidental to mechanical dredge operations.
  - 2. During transportation from the dredging site to the disposal site, no material shall be permitted to overflow, leak or spill from barge, bins or dump scows.

## PART 2 SUBMITTALS

### 1.04 SUBMITTALS

- A. The Contractor shall provide all records, project schedule, Dredge Operation Plan and any other information required by the Contract documents, dredging permits, regulatory agencies, and the Engineer. The Contractor shall provide all items in the time frame as stated. Failure to provide these items in a timely manner may cause delays in the project or cause the dredging operation to be shut down and no adjustment in time of work will be made after the Notice to Proceed has been issued.
- B. Prior to each dredging episode, the Contractor shall be required to submit to the Engineer and the Corps of Engineers a **Dredging Operations Plan (DOP)** detailing:

1. The Contractor's business name, telephone number and the dredging site representatives.
2. Dredging schedule shall include:
  - i. Submittal dates
  - ii. Owner notification dates (14 days prior to start of dredging)
  - iii. Dredging start date
  - iv. Work hours per day and Work days per week
  - v. Dredging finish date
3. Proposed equipment and method of dredging including proposed dredge cuts. The equipment description should contain at a minimum the type, name or number, capacity, overall dimensions, radio call signs, and other relevant specifications as may be required by permit conditions. A schedule for other equipment inspection and equipment inspection forms shall be included.
4. Dump scow numbers/ identification, well maintained Plimsoll markings (exterior draft markings).
5. U.S. Coast Guard approval of dredge scow mooring location, protection, and identification if dredge equipment is proposed to be moored outside the seawall.
6. Notification to Mariners 14 days prior to commencement of dredging and written approval of mooring ball locations.
7. The method of dredging position control, indicating how vertical and horizontal position control will be maintained within three inches (3”).
8. The method of determining the electronic position of the dredge and dump scow during the entire dredging and disposal operation.
9. Summary of proposed dredging procedures.
10. A plan showing the disposal site limit.
11. The date and schedule of the dredging episodes.
12. Timetable and sequencing for boats to be relocated.
13. Method of meeting Corps of Engineers and other regulatory agency requirements at the disposal site.
14. Method of refueling of floating plant equipment, boats, etc., and spill prevention containment and clean-up plan.
15. USACE, BCDC and RWQCB permit numbers and project name on all documentation: Maintenance Dredging of the Petaluma Turning Basin.

16. Environmental Protection Plan including measures for spill control and management.
  17. Safety and Emergency Response Plan.
  18. Waste Management Plan.
  19. Any and all other information required by the DMMO for approval of the Dredging Operations Plan.
- C. The Contractor shall not receive a Notice to Proceed (NTP) until the Dredging Operations Plan (DOP) described above has been approved by the Corps of Engineers and the DMMO. The Contractor shall expect a minimum of 30-day review from the agencies.
- D. **FIELD DATA:** The Contractor shall submit sufficient field data in a digital format with ASCII files containing Easting, Northing, and Elevations consistent with the datums established for the project along with any field survey notes. Surveys & equipment shall meet the requirements for Class 1 surveys in accordance with COE EM-1110-2-1003 latest revision. The field data submittal shall have enough detail to allow the Engineer to reproduce the Contractor's survey plot by referring only to this field data. All multibeam field data shall be submitted on a 3' by 3' sort containing average and minimum value, unless otherwise specified by the Engineer.
- E. **SURVEY DATA:** Submit all quality control survey data and plots. Plots shall include cross-sectional data that shows the latest survey, previous surveys, and design templates. Plots shall be at a sufficient density to indicate the general shape of the bottom along with a schedule for correcting deficiencies. Plots shall be submitted no more than 1 day after completion of field work.
- F. **SURVEY PERSONNEL:** The Contractor shall furnish a complete listing of the personnel who will perform the survey work required by the contract. The listing shall include a brief summary of the hydrographic survey experience of each person. The list shall be submitted prior to the Pre-construction conference. The survey personnel shall include, at a minimum, a licensed Professional Engineer (PE), licensed Professional Land Surveyor (PLS), or a THSOA Certified Hydrographer (CH) who shall be responsible for overseeing all surveys. The state of licensure shall be California.
- G. **CHARTS:** Current and tide charts for the area(s) being dredged shall be submitted by the Contractor.
- H. **SITE SPECIFIC SURVEY PLAN AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) DOCUMENT:** Submit survey plans specified below. Field surveys shall not begin until these plans are approved.

1. Survey Vessel Calibration Report: After confirmation of vessel calibration, the Contractor shall submit a survey vessel calibration report that includes the results of all QA/QC testing. It shall also include an XYZ ASCII file of the Contractor's survey of the reference surface provided by the City's Engineer. No dredging shall be performed until the Contractor can confirm survey vessel performance.
- I. DREDGE POSITIONING PLAN: Submit a Dredge Positioning Plan as specified below.
1. Dredge Positioning Calibration Report: After confirmation of dredge positioning system calibration, the Contractor shall submit a Dredge Positioning Calibration Report that includes the results of all QA/QC testing. No dredging shall be performed until the Contractor can confirm dredge positioning performance.
- J. SCOW POSITIONING PLAN: Submit a Scow Positioning Plan as specified below. This shall include positioning systems that will be utilized to control disposal.
1. Scow Positioning Calibration Report: After confirmation of scow positioning system calibration, the Contractor shall submit a Scow Positioning Calibration Report that includes the results of all QA/QC testing. No dredging shall be performed until the Contractor can confirm scow positioning performance.
- K. SOLID DEBRIS MANAGEMENT PLAN: This Plan shall incorporate all permit constraints and restrictions and state the disposal plan for solid waste, chemical waste and dredging spoils to the Engineer and the Corps of Engineers for approval prior to the start of his operation. The solid debris management plan shall include, but not be limited to, the following items:
- i. U.S. Army Corps of Engineers permit number.
  - ii. Source and expected type of debris.
  - iii. Debris retrieval and separation method.
  - iv. Debris disposal method and location.
  - v. Schedule for disposal operations.
  - vi. Debris containment method to be used, if floatable debris is involved.
- L. For disposal of dredge spoils at Corps of Engineers' aquatic disposal site SF-10 (San Pablo Bay), the Contractor shall maintain a Disposal Site Verification Log and Electronic Positioning Data Record for weekly submittal to the Engineer and the Corps of Engineers by e-mail. Contractor shall follow all procedures outlined in the Department of the Army Permit, which will be provided to the selected Contractor with the Notice of Award.
- M. During the performance of all dredging operations, equipment operators shall fill out a Daily Dredging Report and Leverman's Shift Log for each calendar day's activity on each dredge being operated. The Daily Dredging Report will include the number of scows loaded each day, an estimate of the amount of material being transported in each scow to the disposal site, and the method used to estimate that quantity will be provided

in the daily report. Forms to be used shall be developed by the Contractor and shall conform to the samples provided in the approved Dredging Operations Plan. Forms shall be filled out completely and legibly; including signatures, using black or blue-black ink. The original forms shall be given to the Owner by 12:00 noon the day following the date shown on the reports. The Daily Report shall be filled out for each calendar day even when the equipment is not working. Progress payments for dredging will not be made until a complete set of reports covering the payment period are in the Owner's possession, and are deemed to be acceptable by the Owner.

- N. The Contractor shall submit the Vessel Traffic Control Log to the Owner on a weekly basis.
- O. The Contractor shall provide immediate written notification with documentation of Work stoppages and slow-downs that may affect the dredging operation plan.
- P. Contractor's Quality Control Plan for dredging operations and disposal.
- Q. Prior to commencement of Work, the Contractor and the Owner shall jointly survey the area adjacent to the dredging Work area making permanent note and record of such existing damage to the existing docks, piles, breakwater, or other existing features. The existing conditions survey will include any areas that may be used by the contractor to berth equipment while not in use, and dockage areas to be used for extreme weather. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to the Contractor's operations. All parties making the survey shall sign the official record of existing damage. Damage of any nature to the existing features within the surveyed area, not noted in the original survey but subsequently noted, shall be reported immediately to the Owner. The record shall include a photographic record which contains, at a minimum, photographs of existing features, location of photograph(s) taken, and description of the condition. The record shall be submitted to the Owner prior to start of dredging.
- R. **UTILITY COMPANY CONTACTS:** Utility companies, appurtenances, and municipal and private utilities may be present in the work areas. It is the Contractor's sole responsibility to conduct its own due diligence concerning the presence of utilities within/in close proximity to the work area, and to protect all utilities from damage (of any kind) as a result of any of the Contractor's activities. The Contractor is responsible to contact "Underground Service Alert (USA)" prior to dredging or excavation of any kind and to implement all necessary and appropriate safeguards to prevent damage or disturbance to buried utilities and appurtenances. The Contractor shall not assume that by contacting "Underground Service Alert (USA)" prior to the start of work that it exonerates him/her from the responsibility of verifying any/all utilities within the project site/vicinity that could be impacted by dredging operations.

## 1.05 PREPARATION AND NOTIFICATION



- A. City has obtained the necessary permits and approvals for use of the SF-10 (San Pablo Bay) disposal site.
- B. Contractor shall notify the Coast Guard of planned dredging operations in sufficient time to allow publication in the Local Notice to Mariners, Weekly Supplement.
- C. Prior to start of dredging, submit schedule of hours of operations for approval by the Engineer.
- D. Contractor shall inform the Corps of Engineers, with a copy to the City, when a dredge episode actually commences, suspends (suspension is when the dredge Contractor leaves the site for more than 48 hours for reasons other than equipment maintenance), or restarts. Each notification should include the Corps permit number. The information can be sent in writing to the attention of Melissa France, Project Manager, U.S. Army Corps of Engineers Dredged Material Management Office, Operations and Readiness Division, San Francisco District San Francisco, CA, or by fax to (415) 503-6693; or via telephone or e-mail at (415) 503-6768; Melissa.M.Frace@usace.army.mil.

## PART 3 MATERIALS

### 3.01 PERMITTED DREDGING EQUIPMENT

- A. Dredging shall be conducted by a mechanical dredge equipped with spuds, a clamshell bucket or excavator, and positioning tug boats.
- B. Dredged material shall be transported to SF-10 via a bottom dump scow.
- C. All debris dredged as part of the project shall be separated through the use of a 12"x12" grizzly and disposed at an authorized location outside the Commission's jurisdiction prior to sediment disposal or placement. In the event that any such debris is placed in any area within the Commission's jurisdiction, the permittee, its assignees, or successors in interest, or the owner of the improvements, shall remove such debris, at their expense, within ten days of being notified by the Executive Director of such placement.
- D. Attachments and / or special techniques shall be implemented as necessary by the Contractor in order to dredge in areas that are difficult to reach, without causing damage to existing built-in components and utilities.
- E. If required by the Engineer, Contractor shall coordinate safety inspection of Contractor's vessels by USCG Auxiliary and furnish report of inspection.
- F. Provide state-of-the-art mufflers, silencers and noise control features for all equipment in compliance with Air Quality Control Board regulations and City noise ordinances. The Contractor shall adhere to all noise restrictions as set by the City of Petaluma.

- G. Dredging operations shall cease immediately whenever violations of requirements are detected. Operation shall not resume until methods of compliance are approved.
- H. The Contractor shall submit details of equipment and procedures for transport and disposal of sediment. Provide details of the ship's navigation system, which will be used to navigate to the disposal site.
- I. Submit name, identification number, and date of last certification of each plant and piece of equipment (including, but not limited to, dredge, hopper, or scow) certified to be utilized within the NAE Dredge Quality Management (DQM) system for transport and disposal of material at SF-10.

## PART 4 EXECUTION

### 1.06 EXISTING SITE CONDITIONS AND UTILITIES

- A. Before bidding and commencement of the work, Contractor shall verify the site conditions and carefully examine and compare with the character, quality of work and requirements called for in the Contract documents, and report any omissions and discrepancies promptly to the Engineer, which shall be rectified prior to construction.
- B. The Contractor shall be responsible for verifying prior to bidding the project that the Petaluma River will accommodate his equipment.
- C. Contractor shall familiarize himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, availability of labor, water, electric power, roads and uncertainties of weather and physical conditions at the site, the conformation and conditions of the ground, the character of facilities needed during the work and all other matters which can in any way affect the work or the cost thereof under this Contract. The Contractor shall further familiarize himself as to the character, quality, and quantity of subsurface materials to be encountered at the site to the greatest extent possible. Any failure by the Contractor to acquaint himself with all the available information will not relieve him of responsibility for properly estimating the difficulty or cost of successfully performing the work.
- D. The materials to be dredged are believed to be predominantly fine grained sediment, however the City does not guarantee the nature of the material or its contents. Articles typical of ship channel, debris, rubbish and obstructive objects encountered shall become the property of the Contractor and be removed and disposed of in accordance with paragraph 3.05, "Disposal of Dredged Materials," of these specifications.
- E. The Contractor shall anticipate and use caution at all excavations to avoid damage to existing underground utilities. Contractor shall call underground service alert at (800) 642-2444 before commencement of work. It shall be the Contractor's responsibility to determine the existence and location of all underground utilities. Utilities shown on

the Plans represent the best information available to the City of Petaluma at the time of preparation of the Plans. No guarantee is made as to the accuracy of this information. Repair all damaged utilities to the satisfaction of the Engineer at no additional cost to the City.

#### 1.07 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall not close or obstruct navigation ways, channels, roadways, or sidewalks without proper permits. Contractor shall not interfere with the use of or access to adjacent buildings, property or other Owner property or operations throughout the progress of the Work.
- B. Contractor shall confine all operations to the Work limits of the project. Contractor shall inspect and document the condition of existing piles, float, and other facilities adjacent to their Work areas prior to any dredging and disposal activities. Contractor shall protect all existing facilities from damage, and notify Owner of any damage that occurs. Contractor shall repair or replace damaged items to the satisfaction of the Owner at no additional expense to the Owner.
- C. Contractor shall be responsible for locating and preventing damage to utilities. If damage occurs, it is Contractor's obligation to repair or replace utility facilities at no additional expense to the Owner.
- D. Contractor shall coordinate with the ODR, for completion and cleanup of Work Site, construction access and parking locations.

#### 1.08 PRESERVATION OF EXISTING FACILITIES

- A. The Contractor shall contact Underground Service Alert (USA) far enough in advance so that all utilities are ascertained prior to beginning work.
- B. Due care shall be exercised to avoid damage to existing facilities, utilities, piling, boats, rip-rap, etc.
- C. The Contractor shall adhere to the requirements of "Protection of Facilities" of Section 02881 – Dredging, of these specifications.
- D. Dredging of the area under the City's Turning Basin Floats shall occur after the existing wood Turning Basin floating docks and attached dock utilities which include electrical conduit, power pedestals and water pipes have been completely removed.
- E. Dredging of the area under the PSCC Floats shall occur after the existing PSCC floating docks have been completely removed.
- F. The Contractor shall reinstall the portion of the City's Turning Basin floats designated to be reinstalled and the PSCC Floats once dredging is completed.

#### 4.01 PROJECT SCHEDULE AND MINIMUM PRODUCTIVITY

- A. Contractor shall submit a project schedule for review prior to the pre-dredge meeting. The project schedule shall be organized by priority area of dredging and show targeted dredge volumes for each priority area.
- B. A minimum productivity of 1,000 cubic yards of disposed dredging material is required per working day, averaged over the given number of working days available to the Contractor within the dredging window.

#### 4.02 PROTECTION OF FACILITIES

- A. Contractor shall protect all facilities, buildings, landscaping, public and private property from damage due to the Contractor's operations and when damaged, immediately repair or replace them to the satisfaction of the Engineer and at no cost to the City.
- B. Keep all pavements and areas adjacent to and leading from the site clean and free of mud, dirt, and debris at all times.
- C. Contractor shall take care not to damage the existing timber or steel piles located in the Turning Basin and shall not dredge within 5 feet of existing piles or within 20 feet from adjacent shorelines, revetments, or any other structures.
- D. Contractor shall not tie, moor, connect or contact the City's facilities, including all piles, breakwater walls, etc., with any of the Contractor's equipment. All of the Contractor's equipment, boats, barges, scows, etc., shall be kept clear of the existing facilities, with the exception of personnel-carrying skiffs or work boats, if approved by the Engineer.
- E. Contractor shall maintain a minimum distance of 20 feet from the toe of slope to any adjacent shoreline, revetments, or structures within the turning basin, with the exception of the existing float piles. Contractor shall maintain a safe working distance from the float piles as to not cause any damage.
- F. When safety is attained, cease operations immediately if adjacent piers, aprons, wharfs, banks or structures appear to be in danger or if movement is observed. Notify the Engineer and do not resume operations until directed to do so.
- G. The contractor shall be responsible for maintaining and protecting all existing site features including, but not limited to, vegetation, riprap, or structures located around the perimeter of the site. No site features shall be displaced due to dredging.
- H. Contractor has 30 calendar days from completion of dredging work to complete repairs to Turning Basin facilities (e.g., utilities, piles and existing vessels) that were damaged

by the Contractor's operations. The Engineer will make the sole and final decision as to what was damaged by the Contractor's operations while taking into consideration any video or photographic evidence the Contractor may provide that shows pre-existing facility conditions. Final payment to the Contractor will be retained by the City until repairs are completed to the satisfaction of the Engineer. The City may grant a time extension after said 30 calendar days, for the repairs but may also decide to complete the repair work by City forces after the 30 calendar days have expired, and deduct all remaining costs associated with the repair work from Contractor's final payment.

#### 4.03 SAFETY AND ACCESSIBILITY

- A. At all times, the Contractor shall be solely and completely responsible for the work conditions at the job site, including safety of persons, boats and property, and for all necessary independent engineering reviews of these conditions.
- B. Contractor shall maintain the Petaluma River operational at all times and conduct the work and position the barges and dredging equipment in such a manner to ensure passage of boat traffic. Channels shall not be blocked without prior authorization and per schedule, and boat traffic must be allowed to continue with brief delay. All equipment shall have sufficient lighting to allow for navigation by trafficking vessels, if necessary. Contractor shall maintain temporary lights, navigation lights, barricades, warning signs, buoys and guards necessary to protect the public from injury in accordance with applicable rules and regulations.
- C. Do not close or obstruct sidewalk, roadways, channels or navigation ways without proper permits and written authorization from the Engineer.
- D. The City shall be responsible for providing staff on site for operations of the D Street Bridge. The contractor shall be responsible for providing a proposed schedule of operations with approximate cycle times for disposal activities which will require bridge openings. D Street Bridge operating hours are from 6:00 am to 6:00 pm. Operations of the D Street Bridge shall be limited during peak hours. For openings outside of normal operating hours 24 hour notice is required for openings. Public Works operations services can be reached at 707-778-4303 or by email at [Bridgeopenings@cityofpetaluma.org](mailto:Bridgeopenings@cityofpetaluma.org).
- E. The Petaluma Small Craft Center (PSCC) docks and piles shall be protected from damage during the duration of the project.
- F. The contractor shall coordinate with the PSCC as their floating docks will need to be moved out of the way of dredging. The contractor shall provide a one (1) week advanced notice to the contact for the Petaluma Small Craft Center (PSCC) Greg Sabourin – 707-293-3685.

#### 4.04 SCOWS AND ASSOCIATED DISPOSAL EQUIPMENT

## A. Tow Boats

1. All tow boats used for towing to disposal areas shall be equipped with differential global positioning system (DGPS) and track recording navigational equipment or approved equivalent electronic navigation equipment, radar, corrected compass, marine radio, and depth sounding equipment which is to be maintained in operating condition during each tow. The tow boats utilized by the Contractor for this purpose shall be of a size adequate for towing and shall have necessary reserve power for maneuvering with scows and under emergency conditions as well as for control of scows at the disposal and offloading sites.

## B. Scows

1. A. Water and dredged material shall not be permitted to overflow or spill out of scows. Failure to repair leaks or change the method of operation which is resulting in overflow or spillage will result in suspension of dredging operations and require prompt repair or change of operation to prevent overflow or spillage as a prerequisite to the resumption of dredging.
2. The Contractor shall provide and maintain markings on all scows clearly indicating the draft of the scow and shall provide scow cards for each scow used on the contract work. The scow cards shall show dimensions and volumes of individual pockets of scows and total volumes for varying depths below coaming or top of pockets. The Contractor shall also provide draft verses displacement curves for all scows. This is to enable the Owner's Representative to make a determination of scow volume and corresponding drafts under partial and full load conditions. These measurements are to be made at the time of initial use of each scow. This information will then be furnished to Owner's Representative to estimate scow volume from draft of scows for each scow being towed to the disposal area. The scow volume estimates are not intended to be used in determining quantities dredged.
3. Due to the fine nature of some of the dredged material, the Contractor shall achieve proper closure and water tightness of pocket doors to eliminate seepage or leakage of material. The use of plastic material to cover cracks in scow pockets will not be allowed.

#### 4.05 DREDGING

- A. Contractor's regular working hours for dredging are 7 am to 7 pm, Monday through Sunday, including holidays, or as directed by the City Engineer. Contractor's working (calendar) days for dredging and disposal of dredged material shall occur between June 1, 2022, and November 30, 2022 unless regulatory time extensions are obtained by the City. It shall be the Contractor's responsibility to work within the guidelines and time constraints set by the appropriate regulatory agencies. Contractor shall complete work within the time identified in the Contract documents.
- B. Horizontal and Vertical Control: Prior to the commencement of Work, the Contractor shall submit details of his/her proposed dredge positioning system for the Engineer's review. All dredge control and positioning for this project shall be accomplished by means of a dredge mounted global positioning system (GPS) controlled positioning system. The dredge positioning shall consist of, as a minimum, a differential GPS positioning system, an on-board computer with Microsoft Windows 10 or higher, an azimuth determination system (GPS or electronic compass), a bucket/cutter depth sensing device, and positioning system software. The Contractor shall provide confirmation that adequate control during construction is provided so that required depths are achieved, but excess dredging beyond authorized depths/limits is avoided/minimized.

The dredge operator shall have a full "heads up" computer monitor display within easy view for control of Work. The software shall be "Dredge Pack" package as manufactured by Hypack® or approved equal. Positioning systems shall be capable of producing mean horizontal deviations of 2.0 feet or less and maximum vertical deviation of 0.20 feet. The dredge operator's display shall have an outline of the project area and the limits of dredge areas. The dredge areas shall be sectioned into individual cuts which represent the real swing width of the dredge. The true horizontal position of the dredge bucket shall be visible in real time on the display, and the depth of the bucket shall also be displayed. The on-board computer shall have the ability to store real-time dredge positions. This data shall be made available to the Engineer from time to time on digital format and may be requested from time to time.

The Contractor shall provide a Dredge Positioning Calibration Report prior to the commencement of dredging. The Contractor shall demonstrate to the Engineer that the positioning system has been properly calibrated and shall proof all azimuth and offsets by checking against the stationary position of the dredge utilizing conventional land survey methods. If during dredging operations, the system should malfunction, dredging operations shall cease until such a time that the system is repaired and back in proper operation.

The Contractor shall have an individual on site at least 4 hours per day, who has at least 5 years' experience in the setup, operation, calibration and maintenance of on-board marine electronic position systems. This individual shall have a working knowledge of electronic positioning systems and accepted survey procedures and practices.

Appropriate documentation (i.e., resume) shall be provided to the Engineer to confirm that the selected individual responsible for dredge positioning meets the minimum requirements stated herein.

No dredging work will be allowed to commence until the Contractor's dredge positioning system is approved by the Engineer, operational, calibrated and properly functioning.

- C. Commence dredging operations after all necessary permitting agency approvals have been obtained and after receipt of written notification by the City to proceed with the work.
- D. During the dredging, a steel grid "grizzly" with twelve-inch square maximum openings shall be placed over the hopper of the dump scow for material processing. All dredged material shall be dropped onto the grid. Details of the "grizzly" are subject to Corps of Engineers approval.
- E. Solid debris, man-made objects and dredge material remaining on the grid shall be removed for subsequent off-loading to an upland disposal site by the Contractor at no additional cost to the City.
- F. To the Engineer's satisfaction, repair all damage caused by the dredging operations to restore the site to its previous condition at no cost to the City or City tenant.
- G. Dredging shall be conducted in such a way that the Turning Basin bottom within the specified dredge boundary is relatively uniform and formed to the required line and grade with stable side slopes as shown on the Plans. The Contractor shall take all reasonable precautions and measures necessary to minimize turbidity and disturbances to the environment and comply with any turbidity requirements set forth by the permitting agencies as part of Contract dredging price.
- H. Contractor shall box cut at the toe of slope as indicated on the Contract drawings and remove all material that sloughs into the dredge template.
- I. All materials dredged shall become property of the Contractor, and shall be removed from the job site and disposed of in a legal manner by the Contractor as his property. Shore stabilization materials such as rip/rap should be avoided to the greatest extent feasible. Where rip/rap materials are picked up inside the dredge equipment and caught by the grizzlies every attempt to return such rip/rap to the shoreline where it came will be made by the Contractor.
- J. Depth of dredging shall be based on National Ocean Service (NOS) datum Mean Lower Low Water (MLLW).
  - 1. The Petaluma Turning Basin shall be dredged to a design depth of minus 8.0 feet (-8 MLLW) within the Turning Basin as indicated on the Plans. The Turning Basin shall have an overdepth allowance of 1-foot. The maximum over dredge depth shall be minus 9 feet (-9.0 MLLW).



2. Contractor shall dredge to the elevations shown on the Plans, and shall remove all sloughed materials that fall into the finished dredged areas. The City will pay for sloughing to a maximum slope of three feet-horizontal to one, foot vertical (3:1) to the design dredge grade as designated on the Plans. Measurement shall not be made from the elevation of any over-depth dredging done by the Contractor for the side slopes. If the Contractor elects to dredge below the design depths of as shown on the Plans, additional sloughing beyond the maximum pay limit stated above, shall be removed from the dredged areas at no cost to the City.
- K. When dredging adjacent to existing structures, caution shall be exercised so as not to overdredge and endanger the stability of the structures or slopes. The Contractor shall be held responsible for any damage to existing slopes and adjacent structures. Where the slope material or other material outside of the prescribed limits of dredging is removed or disturbed by the dredging operation, said materials shall be reinstated as directed by the Owner at the Contractor's expense.
  - L. Payment will not be made for material taken from beyond the authorized dredge prism and limits as shown on the Contract Drawings. If limits are dredged by the Contractor and determined to be excessive beyond the limits, the owner reserves the right to deduct this volume from the total amount dredged as excessive overdepth dredging, or excessive side slope dredging for which payment will not be made. Excessive dredging is defined as any material determined through the owner's post-dredge survey to have been removed from 1 foot beyond the allowable overdredge.
  - M. All material that sloughs into dredged areas from outside the dredging limits shall, prior to acceptance and at no additional cost to the Owner, be removed to the required dredge elevation.
  - N. Contractor shall record and maintain Electronic Positioning Data Records. These records are to be submitted weekly to the Engineer and the Corps of Engineers.
  - O. No material shall be permitted to overflow or spill from the barge, bins or scow during transportation from the dredging site to the disposal site.

#### 4.06 DISPOSAL OF DREDGED MATERIALS

- A. Prior to the commencement of dredged material disposal with scows, the Contractor shall submit details of their proposed Scow Positioning Plan for the Engineer's review. All scow control and positioning for this project shall be accomplished by means of scow mounted GPS controlled positioning system. The scow positioning shall consist of, as a minimum, a differential GPS, an on-board computer with Microsoft Windows 10 or higher, an azimuth determination system (GPS or electronic compass), a scow draft sensing device, and positioning system software. The Contractor shall provide confirmation that they provide adequate control during scow dumping operations so that there is a controlled release of the sediments at the specified locations.

If due to site constraints and/or regulatory concerns, split hull scows are not to be used. The Contractor shall provide, in the Scow Positioning Plan, the means and methods that ensure that the disposal of sediments is done in a controlled manner.

B. In Bay Disposal at SF-10 (San Pablo Bay)

1. All dredge materials shall be transported from the dredge site to the SF-10 (San Pablo Bay) authorized aquatic disposal site. The material shall be disposed of per Army Corps of Engineers, BCDC and Water Quality Control Board permits, project improvement Plans and these specifications. Any material deposited other than in the places designated or approved by the Engineer will not be paid for and the Contractor may be required to remove such misplaced material and deposit it where directed at his own expense.
2. All dredging and disposal/placement operations shall be performed to prevent materials from falling, washing or blowing into the Bay. In the event that such material escapes or is placed in an area subject to tidal action of the Bay, the contractor shall immediately retrieve and remove such material at its expense.
3. Provide for safe transportation and disposal of dredged materials. Transport and dispose of suitable dredged material at the In-Bay disposal site at the specified buoy or set of coordinates within the In-Bay disposal site, provided in the Department of the Army. Dispose of dredged material using self dumping scows.
4. When utilizing the San Pablo Bay Disposal Site (SF-10), the contractor shall dispose of all dredged material within a rectangular area, 1500 feet by 3000 feet, long axis bearing 050 true, and center at latitude 38 00'28"N; longitude 122 24'55"W. The specific location within the disposal area will be determined by the District Engineer upon approval of the Dredge Operation Plan (DOP) detailed above.
5. All disposal shall occur at the buoy or specified coordinates with the scow at a complete halt, except when doing so will create unsafe conditions because of weather or sea state, in which case disposal within 100 feet of the buoy or specified coordinates with the scow moving only fast enough to maintain safe control

(generally less than one knot) is permitted. Disposal is not permitted if these requirements cannot be met due to weather or sea conditions.

6. Contractor shall prepare and submit by e-mail to the Engineer and the Corps of Engineers on a weekly basis by noon Mondays, completed Disposal Site Verification Logs.
7. Contractor shall record and maintain Electronic Positioning Data Records. These records are to be submitted weekly to the Engineer and the Corps of Engineers. All vessels operated for disposal of dredged material are required to participate in the Coast Guard's Vessel Traffic Control Service (VTS). Five minutes before each departure, the permittee shall notify the VTS by radio, via Channel 14, of the following: The name of vessel; time of departure from dredge site; and time of departure from disposal site.

#### 4.07 MISPLACED MATERIAL

- A. Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant machinery, or appliance, which in the opinion of the City Engineer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the City Engineer or inspector, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the City Engineer, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor of the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq.).

#### 4.08 SHOALING AND SIDE SLOPES

- A. If, before the Contract is completed, shoaling occurs in any section previously accepted, because of the natural lowering of the side slopes, re-dredging at Contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the City.
- B. Side Slopes
  1. Material removed within limits approved by the Owner, shall provide for final side slopes not steeper than those indicated on the Contract Drawings and will be measured and paid for at the Contract unit price.
  2. The Contractor shall use an appropriate methodology to ensure that all side slopes are reasonably clear to minimize/avoid residual sloughing into berth areas which may have the potential to impact future terminal operations. In no cases shall the vertical step of a cut exceed 8 feet. It may be necessary to dredge upslope material

which has fallen into the cut, after the original pass, but remains above the required dredge depth.

3. The final project slopes shall be in general conformance with the Contract Drawings. Material actually removed to provide final project slopes as shown on the Drawings, but not in excess of the amount originally lying above the side slopes, will be paid for. This includes material whether dredged in the original position or by dredging the space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. The above information is not to be taken as a guarantee that all slopes will stand on the slopes shown on the Drawings. The Contractor shall make their own determination as to what the angle of repose will be on all side slopes.
4. Side slopes are given for measurement and payment purposes only and are not necessarily the angle of repose of the existing soil. Sloughing side slopes shall not be the basis for claims against the Owner.
5. Measurement for payment will be to the limit of dredging in areas as shown on the Contract Drawings. Measurement shall be made no later than one week after dredging has been completed.

#### 4.09 GRADE CONTROL

- A. Prior to commencing dredging, Contractor shall furnish and install a tide board facing the Turning Basin shore and shall only be removed after the project dredging has been completed. The tide board shall be graduated with markings in feet and in vertical alignment with MLLW.
- B. Means and methods of monitoring and controlling grades and depths of sediment removal are the responsibility of the Contractor.

#### 4.10 OVERDREDGE ALLOWANCE

- A. Overdredge: There will be payment for overdredging on this project to one-foot below the design grade, as allowed by permit, and as such the Contractor shall control and monitor dredging operations carefully to limit any excess dredging.
- B. Excessive dredging: Payment will not be made for material dredged in excess of the allowable depth or beyond the dredge limits.

#### 4.11 COMPLETION OF DREDGING

- A. If it is determined that the site was not dredged in accordance with the Contract Plans and Specifications, the Contractor shall perform any work necessary to comply with the Plans and Specifications at no additional cost to the City.

#### 4.12 INCREASED OR DECREASED QUANTITIES

- A. Quantities shown are estimated from the soundings taken by the Bay Marine Services, LLC at the dredge site on June 13, 2022, and shall be considered approximate. Exact quantities shall be determined by pre-dredge and post-dredge surveys and as specified in Part 4, "Measurement and Payment", of this section.

#### 4.13 SURVEYING

- A. The Contractor shall employ a at a minimum, a licensed Professional Engineer (PE), licensed Professional Land Surveyor (PLS), or a THSOA Certified Hydrographer (CH) who shall be responsible for overseeing all surveys. The state of licensure shall be California. The surveyor shall be subject to the approval of the ODR.
- B. Site Specific Survey Plan and QA/QC Document: To ensure that the method of surveying is acceptable, the Contractor shall submit a detailed, Site Specific Survey Plan and QA/QC document setting out the proposed method of surveying. This plan will include a description of all equipment, personnel, and specific methods that will be employed to ensure surveys are of the highest quality. Prior to the start of any Work at the site, the Contractor shall prepare a plan describing the method(s) to be used:
  - 1. to complete the layout and sequencing of the Work
  - 2. to conduct hydrographic surveys
  - 3. to confirm data quality for all submitted data
- C. Quality Control Surveys: The Contractor shall examine their work by conducting hydrographic surveys on a weekly basis, at a minimum, for all work. Surveys shall be performed upon completion of separable portions of the work, if applicable, and upon completion of the entire work. The Contractor shall prepare survey maps based on the results of these surveys. These maps shall be used, by the Contractor, to satisfy the effectiveness of the operations. Particular attention shall be directed to attainment of contract depth and the reduction of dredging beyond the allowable over-dredge template as shown on the Contract Drawings. The Contractor shall utilize the surveys to compare actual progress and in-place quantities dredged with scheduled progress. Contractor surveys will not be used for final payment or acceptance.
- D. The Contractor is responsible for the layout of the Work. The ODR will furnish the dredge footprint. The ODR will furnish the coordinates and the descriptions of horizontal and vertical control within the project area. The Contractor shall be responsible, by utilizing this data, to dredge within the dredge prisms that are shown on the contract drawings. The Contract completion time will not be increased due to Work delays that result from the failure of the Contractor to maintain, repair or replace the established baselines, ranges or gages. The Contractor shall provide and be responsible for all additional survey and layout Work required for the correctness of all final grades and lines.

#### E. Method of Surveying:

1. Bathymetric Surveys: Surveys shall be performed with a Multibeam Echo-Sounder (MBES) survey system. MBES surveys for the project shall meet or exceed the most current U.S. Army Corps of Engineers (USACE) guidance. Data will be gathered using standard USACE procedures for Dredge Measurement & Payment Surveys for New Work or Rock Cuts as established in Table 3-1 of the USACE manual.

The base files for bathymetric surveys shall be provided for the project on both 3-foot grid selecting the average value from all points within the cell and 3-foot grid selecting the minimum value from all points within the cell. A minimum of three soundings in a cell will be required to report an average elevation of any individual cell.

Compliance to final grades will be determined using a 3-foot grid selecting the minimum value from all the points within the cell. For plotting, data will be decimated to a larger grid size by selecting the minimum value point, moved to the center of the cell, to provide readable plans at the drawing scale. In some cases, differing sorting techniques may be required to fully examine the results of the survey, any sorting done shall be clearly indicated on the plans. The 3-foot average value base file will be used to develop digital terrain models and volumetric calculations.

In general, sounding lines shall be parallel to the design slopes and shall extend a minimum of 3 times the design depth outside of the limits except where limited by the surrounding topography or lack of sufficient depth for the survey boat.

For each survey performed by the Contractor, the following QA/QC checks will be performed:

- i. Control points used for the surveys shall be occupied and the positions recorded to confirm that the positioning system shall be capable of meeting the requirements as described by the USACE hydrographic survey manual. Positions and elevations will be recorded using real-time kinematic (RTK) level DGPS equipment. In areas where GPS quality is degraded due to overhead obstructions or multipath, positions will be generated using inertial-aided RTK-DGPS.
- ii. Sound velocity profiles shall be performed at a minimum before and after survey events. In areas of potential variable sound velocity additional profiles may be required.
- iii. At the start of each day's soundings, following any lengthy breaks and at the end of the day's soundings, a bar check shall be taken. A record showing the results of the bar checks shall be provided with the field notes to the Engineer.

- iv. Due to the potential for fluidized mud, during each bar check, a manual sounding at the sonar head shall be taken and compared to the measurements of the sonar as an overall blunder check.
- v. Bottom coverage will be 200%. Survey track lines shall be developed to ensure proper coverage. Overlap shall be used to confirm system performance in real-time and in processing.
- vi. The allowable beam angle for surveys shall be limited to 45 degrees to either side of the nadir. With the exception that areas with limited access and adjacent to banks shall be surveyed using either a physically canted sonar head or electronic beam steering in order to capture data to the maximum extent practicable.
- vii. Prior to performing the project surveys, a patch test will be performed to confirm mounting offsets. Results of the patch test including an indication of any changes to the mounting offsets shall be noted in the report of survey. In addition, a patch test will be performed at a minimum monthly, when the transducer head contacts the bottom, or when the transducer head is removed from the mount.
- viii. Prior to performing the project surveys, an area outside of the Work site shall be selected and surveyed as a reference site. The reference site will be developed using guidance provided by Hypack®. The reference site will be used for a performance test as described in the USACE manual. The results of the performance test shall be provided in the report of survey. Any data provided by beam angles that do not meet the accuracy standard shall be eliminated from the final data set.

After completion of the Contractor's survey, the results will be plotted and reviewed by the Contractor to ensure that all Work was completed in accordance with contract requirements. After review, the data will be submitted to the Engineer in digital ASCII format and as a PDF drawing. If deficiencies are noted, a re-survey of the area after correction of deficiencies will be required to assure that correction has been achieved. Upon completion of the project, sufficient surveys will have been performed and plots submitted to assure that the proper depth has been achieved throughout the entire project.

Submission of all Contractor QC survey data, including plots, is required prior to performance of final examination and acceptance surveys by the City. The results of QC surveys should be utilized by the Contractor to ensure that work was performed in accordance with contract requirements. Final acceptance by the Engineer will be in accordance with Section 01 22 05, Measurement and Payment of these specifications.

- 2. Vessel Calibration: Prior to performing any project surveys, the Contractor shall provide the results of all vessel calibrations to the Engineer. This shall include the results of: a bar check, a patch test, a performance test, and a verification survey of a reference surface provided by the Engineer. The analysis of the Contractor's reference surface will be calculated by creating a difference file between the two

reference surfaces, the City's (by the Engineer) and the Contractor's. The average difference and standard deviation between the two surfaces shall meet or exceed USACE guidance for Class 1 surveys as described in COE manual EM 1110-2-1003, latest edition..

- F. Survey Datum: Elevations in the Construction Documents are referenced to Mean Lower Low Water (MLLW) Datum. In the instances where data is provided based upon a different defined datum, it shall be the responsibility of the Contractor to ensure that the proper offsets are applied to ensure that work is performed in accordance with the project datum of MLLW. All measured field locations shall be converted to MLLW prior to submittal. The Contractor shall, and the Engineer will then base all elevations/soundings when performing surveys on MLLW.

All horizontal positions shall be reported in NAD83 state plane coordinates, in U.S. Survey feet. All coordinates and elevations shall be recorded to the nearest 100th of a foot. Soundings shall be rounded to one decimal place on plans.

- G. Hydrographic surveys shall be conducted using survey methods and standards outlined in the U.S. Army Corps of Engineers' HYDROGRAPHIC SURVEYING MANUAL (EM 1110-2-1003, November, 2013). The horizontal datum shall be based on the California State Plane Coordinate System, Zone 2 (NAD 1983). The soundings shall be in feet below Mean Lower Low Water (MLLW), as referenced to benchmark "USACE PK Nail" (EI. = +10' MLLW) set in the fuel dock of the Petaluma Marina.
- H. The number and location of post-dredge soundings used to determine payment of quantities shall be per industry standard and as approved by the Engineer.
- I. The above shall be at a scale approved by the Engineer.
- J. Surveys shall be performed by approved Licensed ASCM Hydrographer using equipment capable of vertical accuracy to 0.10 feet.
- K. Prior to the commencement of dredging, the Contractor shall demonstrate to the ODR that the positioning system has been properly calibrated and shall proof all azimuth and offsets by checking against the stationary position of the dredge utilizing conventional land survey methods. Mean horizontal deviation shall be 2 feet or less, maximum vertical deviation shall be 0.2 feet. If during dredging operations, the system should malfunction, dredging operations shall cease until such a time that the system is repaired and back in proper operation.
- L. The Contractor shall provide a positioning system for horizontal control capable of functioning during all waterborne activity hours. The Contractor shall establish and maintain all survey monuments, shore stations and control points necessary to operate the waterborne positioning system. The Owner shall be given free access to monitor positioning and measuring activities on the Contractor's positioning system. The Contractor shall provide copies of calibration, positioning and measuring data and results to the Owner upon request. The Contractor shall place and maintain the positioning system and all gauges, range lights, buoys and other markings required to



assure the accuracy of the surveys. The Contractor shall submit a description of the positioning system equipment, including accuracies, to the Owner for review and acceptance. The Contractor shall take necessary measures to confirm that the selected system is operational at all times during dredging and can operate under the conditions present at the dredging Site.

- M. The Contractor shall establish reference points (benchmarks) used as the basis for the horizontal and vertical control systems. The Contractor shall be responsible for maintaining and replacing reference points if damaged.
- N. The Engineer will make the sole determination on final volume and quantities dredged.
  - 1. Submittals shall include raw and edited data files as requested by the Engineer.
  - 2. Bathymetric surveys to be performed in accordance with the depth accuracy standards indicated in the USACE EM 110-2-1003 “Hydrographic Surveying” Engineer Manual dated November 30, 2013 for “Coastal Shallow Draft Project (d<15 ft)” as noted in Table 3-1. Inclusive of all required quality control and quality assurance requirements indicated in Chapters 4 and Chapter 6.
  - 3. The Contractor shall submit the following items to the Engineer with each progress bill containing billing for dredging:
    - a. A map of the dredging area.
    - b. A minimum of four (4) representative cross sections showing the pre-dredge and post-dredge elevations.
    - c. The above shall be at a scale approved by the Engineer.
  - 4. Surveys shall be performed by approved Hydrographers using equipment capable of vertical accuracy to 0.10 feet.
  - 5. After completion of the Contractor's survey, the results will be plotted and reviewed by the Contractor to ensure that all Work was completed in accordance with contract requirements and submitted to the Engineer in digital ASCII format and as a PDF drawing. If deficiencies are noted, a re-survey of the area after correction of deficiencies will be required to assure that correction has been achieved. Upon completion of the project, sufficient surveys will have been performed and plots submitted to assure that the proper depth has been achieved throughout the entire project.
  - 6. Submission of all Contractor QC survey data, including plots, is required prior to performance of final examination and acceptance surveys by the Owner. The results of QC surveys should be utilized by the Contractor to ensure that work was performed in accordance with contract requirements.
  - 7. Prior to performing any project surveys, the Contractor shall provide the results of all vessel calibrations to the Owner. This shall include the results of a bar check, a

patch test, a performance test, and a verification survey of a reference surface provided by the Owner or Engineer.

8. At completion of the project, and after confirmation of compliance by the Contractor's survey, the Owner's Engineer shall conduct a final hydrographic survey and provide the Owner with a map of the area showing the final soundings. The Final Post Dredging Survey shall be accomplished in one part and the data into one final submittal to the Owner.
9. If the Owner's survey shows areas of non-compliance, the Contractor shall be responsible for the cost of all additional surveys and layout work required for the correctness of all final grades and lines.

#### 4.14 NONCOMPLIANCE

- A. The ODR will notify the Contractor in writing of any noncompliance with the foregoing provisions. Such notice, when delivered to the Contractor or his authorized representative at the Site of the Work, shall be deemed sufficient for the purpose. Within 24 hours after the receipt of such notice, the Contractor shall mail, or personally deliver to the ODR, a complete proposal of the prompt correction of the noncompliance. The ODR will review the proposal and return it to the Contractor approved, subject to such changes or conditions as the ODR finds necessary to assure correction of noncompliance. Immediately upon receipt of such approval, the Contractor shall begin the corrective Work and shall carry it to completion. If the Contractor fails or refuses to submit its proposal or to proceed with the corrective Work, the ODR or the ODR's authorized representative may suspend all or any part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such suspension shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor. If the ODR so elects, the ODR may cause the corrective Work to be accomplished by others, in which event the cost thereof shall be chargeable against any monies otherwise due the Contractor from the Owner.

#### 4.15 ENVIRONMENTAL LITIGATION: (1974 NOV OCE)

- A. If the performance of all or any part of the Work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the ODR, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the ODR in the administration of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

- B. The term "environmental litigation", as used herein, means a lawsuit alleging that the Work will have an adverse effect on the environment or that the Owners has not duly considered, either substantively or procedurally, the effect of the Work on the environment.

#### 4.16 FINAL EXAMINATION AND ACCEPTANCE

- A. As soon as practicable after the completion of the entire Work or any section thereof (if the Work is divided into sections) as in the opinion of the ODR will not be subject to damage by further operations under the contract, such Work will be thoroughly examined at the cost and expense of the Owner by sounding or by sweeping, or both, as determined by the ODR or his authorized representative. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than one sounding or sweeping operations by the ODR over an area be necessary by reason of Work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$8,500.00 per day for each day in which the ODR is engaged in sounding or sweeping and/ or is enroute to or from the Site or held at or near the said Site for such operations.

The Contractor shall allow sufficient time for the confirmation of dredging by the Engineer and any associated clean-up of areas to be performed within the established environmental windows for dredging and unconfined offshore disposal activities. If it is determined that the Contractor has not satisfactorily completed/performed dredging to the required limits/depth shown on the Contract Drawings and the established dredge and disposal window closes, then Contractor will be responsible for returning the following season to complete all required dredging, at his own expense.

- B. If the preliminary data indicates that the dredged area is not to the required lines and grades or has not been dredged in accordance with these Specifications, the Contractor will be directed by the Owner to resume dredging to complete the Work to project depth, and, following such additional dredging the Owner shall re-survey the area. The dredging and re-survey shall be repeated until the Contractor achieves project depths in conformance with the Contract Documents.
- C. Final acceptance of the whole or a part of the Work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the Work.

#### 4.17 TIDE GAUGES/STAFFS/CHARTS

Contractor shall set a minimum of one standard tide board within clear site of the dredge operator throughout the duration of construction. Tide board elevations will be set to proper elevations by surveying using only previously established project vertical control.

All tide boards will be set to the correct reference datum for this project, MLLW. Tide boards shall be maintained for the duration of the dredging project. The Contractor, at his/her discretion, may also use digital tide recorder; however, use of a digital tide recorder shall not replace the tide board. Current and tide charts for the area(s) being dredged for the duration of the project shall be submitted by the Contractor and shall be available on site.

## PART 5            QUALITY CONTROL

### 1.09    QUALITY ASSURANCE

- A. Contractor Quality Control is the means by which the Contractor verifies that his construction/dredging work complies with the requirements of the contract specifications. Contractor Quality Control shall be adequate to cover all construction/dredging operations including both onsite and offsite fabrication and will be keyed to the proposed construction/dredging sequence.
- B. The Contractor shall provide and maintain an effective quality control program. The Contractor's Quality Control Program through inspection, testing, equipment/system operation, and reporting shall demonstrate and document the extent of compliance of all work with the standards and quality established by the contract documents. Inspection and test reports shall reference specific drawing and/or specification requirements and shall state inspection/test procedures with both expected and actual results. The burden-of-proof of contract compliance is placed on the Contractor and not assumed by the Owner's Engineer. The Contractor's Quality Control will not be accepted without question.
- C. The City will provide periodic inspection of the dredging operations.
- D. Contractor shall follow documented quality control plan for dredging and disposal. After approval of the Quality Control Plan, the Contractor shall notify the Owners or his authorized representative in writing of any proposed change.
- E. Company specializing in performing dredging must have a minimum of five (5) years documented dredging experience.
- F. Contractor's dredging equipment used for this dredging work, shall have adequate capacity for removal of material to complete the specified work within the available number of Contract working days that occur within the permitted regulatory dredging window.
- G. Contractor must have a minimum of five (5) years documented dredging experience and at least three (3) years of dredging experience in the Bay Area and be specialized in performing dredging.

- H. Contractor's dredging equipment, used for this dredging Work, shall have a minimum capacity for removal of 1,000 cubic yards of in-place material per day.
- I. During disposal at SF-10, the Contractor shall record and maintain Electronic Positioning Data Records. These records are to be submitted weekly to the Engineer and the Corps of Engineers. All vessels operated for disposal of dredged material are required to participate in the Coast Guard's Vessel Traffic Control Service (VTS). Five minutes before each departure, the permittee shall notify the VTS by radio, via Channel 14, of the following: The name of vessel; time of departure from dredge site; and time of departure from disposal site.
- J. Should the Contractor (during the progress of the Work) lose, dump, throw overboard, sink or misplace any material, plant, machinery or appliance which may be dangerous to intended uses of the waterway, or cause pollution of the waters, the Contractor shall give immediate notice, with a description and location of such obstructions, to the ODR, and, when required, shall mark, boom or buoy such obstructions until they are removed. The Contractor shall remove such obstructions within three (3) days after being directed to do so by the ODR. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the Owner, and the cost of such removal may be deducted from any money due to the Contractor. Permitting and regulatory agencies may have additional response requirements. Contractor shall be responsible to respond to all requirements.
- K. At the completion of the work, the Contractor's quality control representative shall conduct a joint completion review with the Owner's Engineer's inspector(s). During this review the work shall be examined, quality control shall be reviewed, and a list shall be developed of work not properly completed or not conforming to plans and specifications. This list shall be included in the quality control documentation with an estimated date for correction of each deficiency. The Contractor shall make sure that deficiencies have been corrected prior to the specified completion date. Payment will be withheld for defective or deficient features until they are satisfactorily corrected.

## PART 6 MEASUREMENT AND PAYMENT

### 6.01 MEASUREMENT

- A. **“Dredging”** shall be measured by the unit per Cubic Yard (CY) of dredged material.
- B. For progress payments, the Contractor shall submit the following items to the Engineer with each progress invoice containing billing for dredging:
  - 1. A map of the dredge area showing areas dredged with resulting measured depths and quantities dredged.

2. Tabular data showing dredge quantities disposed of per Disposal Verification Log trips and coinciding with quantities shown on said map.
- C. Any material from areas dredged deeper than the allowable will be deducted from the total dredge quantity, as will those dredge quantities from outside the designated dredge area.
  - D. For final payment, final quantities and project acceptance, final submarine grades will be determined by the Engineer by comparing the City's pre-dredge survey and post dredge survey, utilizing a 200 kHz transducer for single-beam, a 240 kHz Reson 8101 multibeam, and lead lines to determine depth and will be performed by the City, using automated survey positioning systems and standards established by the Corps of Engineers Hydrographic Survey Manual EM- 1110-2-1003, November 30, 2013, for Class One surveys. For this project, quantities will be determined based on resulting depth measurements evaluated to the precision of 0.10 feet and triangulated irregular network (TIN) volume computations.
  - E. The quantity of dredged material shall be determined by the ODR. The calculation shall be based upon the measurements of in-place materials removed, obtained from the pre-dredge and post-dredge surveys as performed by the ODR.
  - F. The pre-dredge soundings will be taken no more than 60 days before or less than 20 days before site dredging within each area dredged. The post-dredge soundings will be taken no more than 14 days after completion of dredging at the site.
  - G. Should more than one sounding or sweeping operations by the City Engineer over an area be necessary by reason of Contractor work for the removal of shoals disclosed based on a prior sounding or sweeping, the cost of any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$8,500.00 per day for each day in which the City Engineer's plant is engaged in sounding or sweeping and/ or is enroute to or from the site or held at or near the said site for such operations.
  - H. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.
  - I. **"Stand-by-Rate"** shall be measured by the unit per hour (HR) of stand-by time measured by the ODR.
    1. Measurement for payment will be based on the total number of hours that the Contractor is shut down due to Owner's request already not included in the specifications. The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but will in no case exceed 8 hours in any one day, or 48 hours in a normal work week.

2. Payment shall be for all costs, including but not limited to, furnishing all labor, materials, equipment, design and incidentals

## 6.02 PAYMENT

- A. **“Dredging”** is identified per dredge area the in the Bid Sheet.
- B. Payment for **“Dredging”**, and associated transportation and disposal of material from the Petaluma Turning Basin and River to SF-10 (San Pablo Bay) shall be paid for by the Contract unit price per Cubic Yard (CY) of in-place material actually dredged and disposed as contained in **Bid Item No. 6 - Petaluma Turning Basin and River Dredging and Disposal** and shall include full compensation for moving equipment to and from the various locations within the project site, including to and from the Petaluma Turning Basin; setting up dredging equipment; coordinating the movement of boats within the harbor; horizontal and vertical layout, operation and positioning of equipment, dredging; disposing of dredged materials; disposing of solid debris and chemical waste; protection of facilities; clean-up; and for all labor, materials, tools, equipment, and incidentals required to perform the work involved as shown on the Plans, as stated in these specifications and as directed by the Engineer.
- C. Full compensation for all documents, submittals, and requirements as set forth in these specifications and the attached permits shall be considered included in the price paid per Cubic Yard for **Bid Item No. 6**.
- D. No payment will be made for any material dredged from areas deeper than the allowable, nor for materials from outside the designated dredge area. Contractor shall dredge to the elevations shown on the Plans, and shall remove all sloughed materials that fall into the finished dredged areas. The City will pay for sloughing to a maximum slope of three feet horizontal to one foot vertical from the designated design depths, not from the elevation of any over-depth dredging done by the Contractor. If the Contractor elects to dredge below the design depths as shown on the Plans, additional sloughing beyond the maximum pay limit stated above shall be removed from the dredged areas at no cost to the City. Any material dredged beyond the lines and grades shown on the plans will be deducted from monies due the Contractor.
- E. Full compensation for all documents and submittals; for complying with the requirements of the U. S. Corps of Engineers' Permit; and the requirements of any other agencies with jurisdiction over these matters shall be included in the Contract lump sum price for **“Dredging”** and no additional payment will be made therefore.
- F. Any over-dredging, in excess of allowable over-depth, or dredging in areas outside the design dredge template which result in any fines or penalties levied by any permitting agency shall be the sole financial responsibility of the Contractor.
- G. Other items of Work, such as for mobilization, shall be according to the Bid Prices paid for such Work.

### H. PROGRESS PAYMENTS:

1. Progress payments for dredging Work performed, where a post-dredge survey has not yet been performed, can be requested on a monthly basis by providing detailed invoices for Work completed the prior month. Invoices for progress payments shall be based on estimated dredging quantity, as calculated from the number, size, and fill quantity of each scow load to the disposal site. The Owner may inspect scow loads to verify quantities.
  2. The total of progress payment for each subarea will not exceed 75% of the total volume available for the said subarea (excluding non-pay over depth) as estimated from a pre-dredge survey.
- I. **OVERDREDGE MEASUREMENT:** Contractor will be paid up to a maximum of 1-foot overdredge allowance at the unit price per cubic yard.
- J. Unit prices for dredging shall include all cost for dredge surveys, dredging, transporting, and disposal of material as required by the Contract Documents.
- K. The Owner may issue change orders modifying the limits, lines, elevations, and depths shown on the Contract Drawings. If such modifications increase or decrease a quantity of dredging, the revised quantity will be used as basis for payment under unit price for the dredging subarea involved.
- a. If the increase on any item of work for which a unit price exists in the contract does not exceed the lesser of fifteen percent (15%) of the total contract price, then such increase shall be regarded as covered by the unit bid price for such items as contained in the original contract.
  - b. If the decrease on any item of work for which a unit price exists in the contract does not exceed twenty-five (25%) percent of the contract quantity, then such decrease shall be regarded as covered by the unit bid price for such item as contained in the original contract.
- J. Payment for “**Stand-by-Rate**” shall be paid by the unit per hour (HR) of stand-by time measured by the ODR and includes all necessary costs relating to Contractor stand by time for sediment dredging labor and equipment if directed by the Owner for Owner operations, as contained in **Bid Item No. 7 – Stand-by-rate**.
1. Stand by equipment time shall only apply to equipment that is in operational condition and is standing by with the Engineer's approval.
  2. Compensation will only be made for equipment physically located at the work site that would be used to prosecute the delayed work during the existence of such delay.
  3. No payment will be allowed for equipment that is not operating because the work has been suspended in accordance with the specifications unless the suspension is for the convenience of the Owner.
  4. No payment will be allowed for equipment that is not operating because the work has been suspended by the Contractor for the Contractor's own reasons.



5. No payment will be made for time that is considered lost due to weather as determined by the Engineer.

**END OF SECTION**

**SECTION V**  
**CONSTRUCTION AGREEMENT**

## CONSTRUCTION AGREEMENT

FY \_\_\_\_ Fund \_\_\_\_ Cost Center \_\_\_\_ Object Code \_\_\_\_ Project # \_\_\_\_ Amount \$ \_\_\_\_

For multi-year contracts or contracts with multiple accounts:

FY \_\_\_\_ Fund \_\_\_\_ Cost Center \_\_\_\_ Object Code \_\_\_\_ Project # \_\_\_\_ Amount \$ \_\_\_\_

FY \_\_\_\_ Fund \_\_\_\_ Cost Center \_\_\_\_ Object Code \_\_\_\_ Project # \_\_\_\_ Amount \$ \_\_\_\_

FY \_\_\_\_ Fund \_\_\_\_ Cost Center \_\_\_\_ Object Code \_\_\_\_ Project # \_\_\_\_ Amount \$ \_\_\_\_

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, by  
(city use only)

and between CITY OF PETALUMA (hereinafter called "CITY") and \_\_\_\_ (hereinafter called "CONTRACTOR").

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete the WORK as specified or indicated in the CITY'S Contract Documents entitled \_\_\_\_\_.

### ARTICLE 2. COMPLETION OF WORK

The WORK shall be completed to the satisfaction of CITY within \_\_\_\_ (\_\_\_\_) working days from the commencement date stated in the Notice to Proceed. In no event, however, shall the WORK to be performed under this contract be considered to be complete until all construction items called for on the drawings, and specifications have been completed and the contract price paid in full.

### ARTICLE 3. LIQUIDATED DAMAGES

A. CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of the CONTRACTOR's failure to fully perform the WORK or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions. It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the CONTRACTOR will forfeit and pay to the CITY liquidated damages in the sum of \_\_\_\_ Dollars (\$\_\_\_\_) per day for each and every calendar day that expires after the time for completion specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions except as

otherwise provided by extension of time pursuant to Article 12 of the General Conditions. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this contract was made, and that the CITY may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the CONTRACTOR.

- B. Liquidated damages will continue to accrue at the stated rate until final completion of the WORK. Accrued liquidated damages may be deducted by the CITY from amounts due or that become due to the CONTRACTOR for performance of the WORK. Liquidated damages may not be waived or reduced by CITY unless expressly waived or reduced in writing by the ENGINEER.

#### ARTICLE 4. PREVAILING WAGES

- A. Pursuant to California Labor Code Section 1771, CONTRACTOR and any subcontractor shall pay all workers employed in execution of the WORK in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the WORK. Copies of the prevailing rates of per diem wages are on file at the City Clerk's office and shall be made available to any interested party on request.
- B. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- C. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. In addition, CONTRACTOR and any subcontractor shall submit certified payroll records to the Labor Commissioner online: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.
- D. CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section.
- E. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the WORK shall constitute a legal day's work under this Agreement. CONTRACTOR and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit Twenty-Five Dollars (\$25) for each worker employed in the

execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

#### ARTICLE 5. CONTRACT PRICE

- A. CITY shall pay CONTRACTOR for completion of the WORK the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), based on the bid price of same and in accordance with the Contract Documents.
- B. Notwithstanding any provisions herein, CONTRACTOR shall not be paid any compensation until such time as CONTRACTOR has on file with the City Finance Department a current W-9 form available from the IRS website ([www.irs.gov](http://www.irs.gov)) and has obtained a currently valid Petaluma business license pursuant to the Petaluma Municipal Code.
- C. In no case shall the total contract compensation exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) without the prior written authorization by the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without the prior written authorization of the City Manager.

#### ARTICLE 6. BONDS

- A. Before entering upon the performance of the WORK, the CONTRACTOR shall furnish Performance and Labor and Materials Bonds, each in the amount of one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.
- B. The CONTRACTOR shall guarantee the WORK to be free of defects in material and workmanship for a period of one (1) year following the CITY's acceptance of the WORK. The CONTRACTOR shall agree to make, at the CONTRACTOR's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The CONTRACTOR's guarantee against defects required by this provision shall be secured by a Maintenance Bond, in the amount of ten percent (10%) of the contract price, which shall be delivered by the CONTRACTOR to the CITY prior to acceptance of the WORK. The Maintenance Bond shall remain in force for one (1) year from the date of acceptance of the contracted WORK. The CONTRACTOR shall make all repairs and replacements within the time required during the guarantee period upon receipt of written order from the ENGINEER. If the CONTRACTOR fails to make the repairs and replacements within the required time, the CITY may do the work and the CONTRACTOR and the

CONTRACTOR's surety for the Maintenance Bond shall be liable to the CITY for the cost. The expiration of the Maintenance Bond during the one-year guarantee period does not operate to waive or void the one-year guarantee, as set forth herein.

- C. The form of the Performance, Labor and Materials, and Maintenance Bonds are provided by the CITY as part of the Contract Documents. Only such bond forms provided by the CITY are acceptable and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- D. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the CITY.
- E. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

#### ARTICLE 7. PAYMENT PROCEDURES

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

#### ARTICLE 8. RETENTION

- A. Pursuant to Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any money withheld by the CITY to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY or with a state or federally chartered bank in California as to the escrow agent, who shall return such securities to the CONTRACTOR upon satisfactory completion of the Contract.
- B. 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. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the Contract, the

CONTRACTOR shall receive from the 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 20 days of 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 ensure the performance of the CONTRACTOR.

- C. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to 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.

#### ARTICLE 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the CITY and the CONTRACTOR concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Labor and Materials Bond
- Performance Bond
- Maintenance Bond
- General Conditions
- Supplementary General Conditions (if any)
- Specifications
- Special Provisions
- Drawings
- Federal Wage Rates dated \_\_\_\_\_ (if applicable)
- Form FHWA-1273 (if applicable)
- Addenda (if any)
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 9. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.

#### ARTICLE 10. INSURANCE

The applicable insurance requirements, as approved by the City's Risk Manager, are set forth in **Exhibit B**, attached hereto and incorporated by reference herein. *[City use: check one.]*

## ARTICLE 11. INDEMNIFICATION

- A. CONTRACTOR shall indemnify, defend with counsel acceptable to CITY, and hold harmless to the full extent permitted by law, CITY and its officers, officials, employees, agents and volunteers from and against any and all alleged liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR's performance of the WORK or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the CITY. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its subcontractors, employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;
  2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, or Supplier's own employees, or agents engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;
  3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the CONTRACTOR, its subcontractors, employees, or agents;
  4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement;
  5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the CITY or any other parties by the CONTRACTOR, its subcontractors, employees, or agents;
  6. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its subcontractors, employees, or agents;
  7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CONTRACTOR;
  8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CONTRACTOR, Subcontractors, Suppliers, or any of their employees or agents, and;
  9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the CITY, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CONTRACTOR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous thereto or its performance of the WORK thereon.



- B. The CONTRACTOR shall reimburse the CITY for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said CITY in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Article 11 shall be in addition to, and shall not be limited in any way by any limitation on the amount or type of insurance carried by CONTRACTOR or by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. The CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- D. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

ARTICLE 12. DISCLAIMER AND INDEMNITY  
CONCERNING LABOR CODE SECTION 6400

By executing this agreement the CONTRACTOR understands and agrees that with respect to the WORK, and notwithstanding any provision in this contract to the contrary, the CONTRACTOR, and/or its privities, including, without limitation, subcontractors, suppliers and other engaged by the CONTRACTOR in the performance of the WORK shall be "employers" for purposes of California Labor Code Section 6400 and related provisions of law, and that neither CITY nor its officials, officers, employees, agents, volunteers or consultants shall be "employers" pursuant to California Labor Code Section 6400 with respect to the performance of the WORK by the CONTRACTOR and/or its privities.

The CONTRACTOR shall take all responsibility for the WORK, shall bear all losses and damages directly or indirectly resulting to the CONTRACTOR, any subcontractors, the CITY, its officials, officers, employees, agents, volunteers and consultants, on account of the performance or character of the WORK, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the CONTRACTOR or of any subcontractor, including, without limitation, all losses, damages or penalties directly or indirectly resulting from exposure to hazards in performance of the WORK in violation of the California Labor Code. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, its officials, officers, employees, agents, volunteers and consultants from and against any or all losses, liability, expense, claim costs (including costs of defense), suits, damages and penalties (including, without limitation, penalties pursuant to the California Labor Code) directly or indirectly resulting from exposure to hazards in performance of the WORK in violation of the California Labor Code, except such liability or costs caused by the active negligence, sole negligence or willful misconduct of the CITY.

ARTICLE 13. INDEPENDENT CONTRACTOR

It is understood and agreed that in the performance of this Agreement, CONTRACTOR (including its employees and agents) is acting in the capacity of an independent contractor, and not as an agent or employee of the CITY. CONTRACTOR has full control over the means and methods of performing said services and is solely responsible for its acts and omissions, including the acts and omissions of its employees and agents.

ARTICLE 14. SUBCONTRACTORS

CONTRACTOR must obtain the CITY's prior written consent for subcontracting any WORK pursuant to this Agreement. Any such subcontractor shall comply, to the extent applicable, with the terms and conditions of this Agreement. Any agreement between CONTRACTOR and a subcontractor pursuant to this Agreement shall provide that the subcontractor procure and maintain insurance coverage as required herein and which shall name CITY as an additional insured.

ARTICLE 15. COMPLIANCE WITH LAWS/NON-DISCRIMINATION

CONTRACTOR shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. CONTRACTOR shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

ARTICLE 16. NOTICES

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein. Notice shall be given as follows:

CITY:	City Clerk City of Petaluma Post Office Box 61 Petaluma, California 94953 Telephone: (707) 778-4360
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CONTRACTOR:	_____ (Contact Name)
	_____ (Business Name)
	_____ (Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(E-mail)

#### ARTICLE 17. GOVERNING LAW/VENUE

This Agreement shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

#### ARTICLE 18. NON-WAIVER

The CITY's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

#### ARTICLE 19. THIRD PARTY BENEFICIARIES

The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

#### ARTICLE 20. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

#### ARTICLE 21. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY

CONTRACTOR \_\_\_\_\_

\_\_\_\_\_  
City Manager

By \_\_\_\_\_  
(CORPORATE SEAL)

ATTEST:

Attest: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Address for giving notices:  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Agent for service of process:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Taxpayer I.D. Number

\_\_\_\_\_  
Petaluma Business Tax Certificate Number

file name:

END OF AGREEMENT

AGREEMENT CERTIFICATE  
(if Corporation)

STATE OF CALIFORNIA    )  
  ) ss:  
COUNTY OF                    )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_  
\_\_\_\_\_ a  
corporation existing under the laws of the State of \_\_\_\_\_, held on  
\_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_  
President of the Corporation, be and is hereby authorized to execute the  
Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between  
this Corporation and \_\_\_\_\_ and that his/her execution  
thereof, attested by the Secretary of the Corporation, and with the Corporate Seal  
affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

AGREEMENT CERTIFICATE  
(if Partnership)

STATE OF CALIFORNIA    )  
  ) ss:  
COUNTY OF                    )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_  
\_\_\_\_\_ a partnership existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as the General Partner of the Partnership, be and is hereby authorized to execute the Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between this Partnership and \_\_\_\_\_ and that his/her execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Partner

(SEAL)

AGREEMENT CERTIFICATE  
(if Joint Venture)

STATE OF CALIFORNIA    )  
  ) ss:  
COUNTY OF                    )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_  
\_\_\_\_\_ a  
joint venture existing under the laws of the State of \_\_\_\_\_, held  
on \_\_\_\_\_, 20\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED,     that \_\_\_\_\_,  
as \_\_\_\_\_, of the joint venture, be and is hereby authorized to execute  
the Agreement dated \_\_\_\_\_, 20\_\_\_, by and between this Joint Venture  
and \_\_\_\_\_ and that his/her execution  
thereof, attested by the \_\_\_\_\_ shall be the official act and deed  
of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Managing Partner

(SEAL)

**FAITHFUL PERFORMANCE BOND**

WHEREAS, the City Council of the City of Petaluma, State of California, and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_, and identified as project \_\_\_\_\_, is hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, WE, the Principal and \_\_\_\_\_, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Petaluma, hereinafter called "City," in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these present. The conditions of this obligation are such that if the above-bound Principal, the Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Petaluma, its officers, agents, employees, and volunteers, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.



And the said Surety, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the Obligee reserves the right to refuse tender of the Principal by the Surety to complete the Contract work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

END OF FAITHFUL PERFORMANCE BOND

**LABOR AND MATERIALS BOND**

WHEREAS, the City of Petaluma, State of California, and \_\_\_\_\_ (hereinafter designated as “Principal”) have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which said agreements, dated \_\_\_\_\_, 20\_\_\_\_, and identified as project \_\_\_\_\_, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Petaluma, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, duly authorized to transact business under the laws of the State of California, as corporate surety, are held firmly bound unto the City of Petaluma, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any

manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

SURETY

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk)..

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

END OF LABOR AND MATERIALS BOND

**SECTION VI**  
**PROJECT PLANS**

# City of Petaluma, California

## PETALUMA TURNING BASIN DREDGING PROJECT 150 WELLER STREET, PETALUMA, CA 94952

ISSUED FOR BID PLANS



LOCATION MAP  
SCALE: N.T.S.

**SHEET INDEX**

- G-101 TITLE AND SHEET INDEX
- G-102 GENERAL NOTES & SURVEY CONTROL
- G-103 ABBREVIATIONS, SYMBOLS & REVISIONS
- C-101 EXISTING CONDITIONS SITE PLAN
- C-102 DEMOLITION PLAN
- C-103 PROPOSED DREDGE PLAN
- D-101 TURNING BASIN DREDGE SECTIONS
- S-101 GANGWAY CLOSURE DETAILS

MAYOR  
Teresa Barrett

COUNCIL MEMBERS  
D'Lynda Fischer  
Mike Healy  
Dave King  
Brian Barnacle  
Dennis Pocekay  
Kevin McDonnell

CITY MANAGER  
Peggy Flynn

DIRECTOR OF PUBLIC WORKS & UTILITIES  
Christopher Bolt

ALL PROJECT PLANS HAVE BEEN PREPARED AND REVIEWED TO COMPLY WITH CURRENT AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS AND/OR THE CALIFORNIA BUILDING STANDARDS CODE (CBCS).

THESE PROJECT PLANS CONTAIN ELEMENT(S) THAT ARE NOT "TECHNICALLY FEASIBLE" AND/OR CAN'T MEET THE APPLICABLE CBCS BECAUSE IT WOULD CREATE AN "UNREASONABLE HARDSHIP." PLEASE SEE THE WRITTEN ANALYSIS SUPPORTING THIS DETERMINATION FILED UNDER THE PROJECT FILE.

DESIGNED BY **John A. DeRugis**  
eris

Digitally signed by John A. DeRugis  
Date: 2022.08.04  
09:45:53 -04'00'

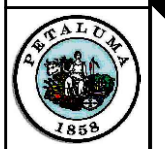
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

	SIGNATURE	DATE
CITY ENGINEER		
ENGINEERING MANAGER		
FIRE MARSHAL		
PARKS		
PLANNING		
POLICE		
UTILITY MANAGER		

DATE: MAY 2021  
DESIGNED BY: JD  
DRAWN BY: KEF/CFF  
CHECKED BY: WR

PROJECT NO.  
0020P015.00

**CITY OF PETALUMA**  
PUBLIC WORKS & UTILITIES  
202 N. McDowell Blvd., PETALUMA, CALIFORNIA, 94954  
PH: 707-778-4546 FAX: 707-778-4508



PETALUMA TURNING BASIN  
DREDGING PROJECT  
TITLE

John A. DeRugis  
eris

Digitally signed by John A. DeRugis  
Date: 2022.08.04  
09:45:53 -04'00'



SHEET  
**G-101**  
1 OF 8



**GENERAL NOTES**

- CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES BY POT-HOLING OR OTHER DIRECT INSPECTION METHOD PRIOR TO COMMENCING WORK
- UNDERGROUND UTILITIES MAY NOT BE SHOWN ON THE PLANS BUT AND MUST BE LOCATED BY THE CONTRACTOR PRIOR TO THE START OF PROPOSED WORK.
- THE CONTRACTOR SHALL NOTE ALL APPROVED FIELD CHANGES AND OTHER OCCURRENCES AND SUBMIT A FULL SIZE COMPLETE CONSTRUCTION "RECORD DRAWING" SET NOTED AND DATED ON THE DRAWINGS TO THE PROJECT ENGINEER PRIOR TO ACCEPTANCE OF THE WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE ALL MATERIAL AND WORKMANSHIP FULLY CONFORMS TO THE SPECIFICATIONS, STANDARDS, AND ORDINANCES OF THE CITY OF PETALUMA.
- THE CONTRACTOR MAY NOT COMMENCE DREDGING UNTIL ALL REQUIRED REGULATORY APPROVALS ARE RECEIVED AND THE EXISTING DOCKS AND GANGWAYS HAVE BEEN REMOVED AND PROTECTED AND TEMPORARY ACCESS PREVENTIONS HAVE BEEN INSTALLED.
- COMMENCE DREDGING OPERATIONS AFTER ALL NECESSARY PERMITS AND OTHER AUTHORIZATIONS HAVE BEEN OBTAINED AND AFTER RECEIPT OF WRITTEN NOTIFICATION BY THE CITY TO PROCEED WITH THE WORK.
- DREDGING OPERATIONS SHALL CEASE IMMEDIATELY WHENEVER VIOLATION OF REQUIREMENTS ARE DETECTED. OPERATION SHALL NOT RESUME UNTIL METHODS OF COMPLIANCE ARE APPROVED.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALTER (USA) AND VARYIFY UTILITY MARKING PRIOR TO ANY EXCAVATION. 1-800-227-2600.
- ALL ELEVATIONS SHOWN OR REFERED TO ON THESE MAINTENANCE AND IMPROVEMENT DREDGING DRAWINGS ARE BASED ON MEAN LOW WATER (MLLW) DATUM.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND MAINTAIN ALL DOCKS AND FLOATS DURING CONSTRUCTION.
- PROTECT EXISTING PILES AND DOCKS BOTH CITY AND PETALUMA SMALL CRAFT CENTER (PSCC).
- THE CONTRACTOR SHALL COORDINATE WITH THE PSCC FOR THE REMOVAL AND PROTECTION OF THEIR DOCK. THE CONTACT FOR THE PSCC IS GREG SABOURIN - (707) 293-3685.
- THE INFORMATION DEPICTED ON THIS PLAN REPRESENTS THE RESULTS OF HYDROGRAPHIC SURVEYS PERFORMED ON THE DATES SHOWN, AND CAN ONLY BE CONSIDERED AS INDICATING THE SEABED CONDITIONS AT THAT TIME. INTERPOLATED INFORMATION FROM BETWEEN SOUNDINGS RUNS IS NOT GUARANTEED. SHOALS, OBSTRUCTIONS OR OTHER DIFFERING CONDITIONS MAY EXIST BETWEEN THESE RUNS. NO SURVEYS WERE CONDUCTED TO LOCATE PROPERTY LINES, CHANNEL LIMITS, EASEMENTS, UTILITIES, GEOTECHNICAL FEATURES, SHORELINES, STRUCTURES, HABITATS OR ANY OTHER PHYSICAL FEATURES RELATING TO THE PROJECT SITE, NOR DOES FOTH WARRANT THE EXISTENCE OR LOCATION OF SAID PHYSICAL FEATURES.
- POSSESSION AND USE OF THE MATERIAL CONTAINED ON THESE DRAWING IS GRANTED ONLY IN CONNECTION WITH ITS USE AS IT RELATES TO THE TITLED PROJECT. ANY OTHER USE, REPRODUCTION OR DISCLOSURE OF THE INFORMATION CONTAINED HEREON IS EXPRESSLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF FOTH.
- CONTRACTOR'S REGULAR WORKING HOURS FOR DREDGING ARE 7 AM TO 7 PM, MONDAY THROUGH SUNDAY, INCLUDING HOLIDAYS, OR AS DIRECTED BY THE CITY ENGINEER. CONTRACTOR'S WORKING (CALENDAR) DAYS FOR DREDGING AND DISPOSAL OF DREDGED MATERIAL SHALL OCCUR BETWEEN JUNE 1, 2022, AND NOVEMBER 30, 2022 UNLESS REGULATORY TIME EXTENSIONS ARE OBTAINED BY THE CITY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO WORK WITHIN THE GUIDELINES AND TIME CONSTRAINTS SET BY THE APPROPRIATE REGULATORY AGENCIES. CONTRACTOR SHALL COMPLETE WORK WITHIN THE TIME IDENTIFIED IN THE CONTRACT DOCUMENTS.

**SURVEY NOTES**

- THE BATHYMETRIC DATA AND DREDGE FOOTPRINT SHOWN ON THIS PLAN HAS BEEN UPDATED TO REFLECT DATA GATHERED JUNE 13, 2022 PERFORMED BY BAY MARINE SERVICES, LLC (NOVATO, CA).
- DATA IS REFERENCED TO PRIMARY BM "USACE PK NAIL" REPORTED AT +10.0 FT. MLLW, AND LOCATED THE PETALUMA MARINA IN PETALUMA, CA.
- HORIZONTAL POSITIONS ARE REFERENCED TO THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE II (NAD 83).
- RTK-GPS POSITION CORRECTIONS WERE SUPPLIED BY THE KEYNET.
- THE HYDROGRAPHIC SURVEY SYSTEM COMPRISED OF A 200KHZ SINGLE BEAM, A 240KHZ RESON 8101 MULTIBEAM, AND LEAD LINES, AS WELL AS HYPACK ACQUISITION SOFTWARE.
- SOUNDINGS ARE IN FEET AND TENTHS AND REFER TO DEPTHS BELOW THE VERTICAL REFERENCE PLANE. THE VERTICAL REFERENCE PLAN FOR THIS PROJECT IS MEAN LOW WATER (MLLW) DATUM.
- SOUNDINGS ARE BASED ON 10'X10' MINIMUM VALUE DATA SET SORTED ON A 12X12 GRID.

- SOUNDINGS SHOWN AS NEGATIVE ARE ABOVE THE REFERENCE PLANE.
- COORDINATES ARE BASED ON NAD83 (2011), SPCS CALIFORNIA ZONE 2 - U.S. SURVEY FEET GRID.
- CONTOURS ARE BASED ON 3'X3' MINIMUM VALUE DATA SET.
- SECTIONS AND VOLUMES ARE BASED ON 3'X3' AVERAGE VALUE DATA SET.
- THE SOUNDINGS INFORMATION DEPICTED ON THIS PLAN SHOULD NOT BE USED FOR THE DETERMINATION OF VOLUMES. VOLUMES ARE TO BE DETERMINED FROM A SEPARATE AVERAGE VALUE DATA SET.
- SHORELINE, BRIDGES, PIERS, ETC. ARE SCALED FROM ORTHO IMAGERY. ORTHO IMAGERY AND SCALED DATA IS APPROXIMATE UNLESS OTHERWISE NOTED AND SHOULD BE USED AS A GENERAL REFERENCE ONLY.
- THE INFORMATION DEPICTED ON THIS PLAN REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES SHOWN AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS AT THAT TIME. INTERPOLATED INFORMATION FROM BETWEEN SOUNDING RUNS IS NOT GUARANTEED. SHOALS, OBSTRUCTIONS OR OTHER DIFFERING CONDITIONS MAY EXIST BETWEEN THESE RUNS. CONSULT WITH FOTH FOR MORE DETAILED INFORMATION.
- HORIZONTAL CONTROL: VERTICAL CONTROL FOR THE PROJECT WAS THE USACE 10' NAIL LOCATED AT FUEL DOCK.
- VERTICAL DATUM: MLLW, U.S. SURVEY FEET

**HYDROGRAPHIC SURVEY NOTES**

SURVEY DATE: JUNE 13, 2022  
 SURVEYOR: BAY MARINE SERVICES  
 TRANS/FATH: 200KHZ SINGLE BEAM, A 240KHZ RESON 8101 MULTIBEAM  
 WEATHER COND: 75°, PARTLY SUNNY  
 PROJECT DATUM: MLLW  
 COORDINATE SYSTEM: NAD83 (CA ZONE II)  
 DATA REDUCTION: 3'X3' AVERAGE VALUE DATA SET FOR VOLUMES  
 SOUNDINGS BASED ON 3'X3' MIN. VALUE DATA SET SORTED ON A 12X12 GRID

**CONSTRUCTION NOTES:**

- COMMENCE DREDGING PROJECT AS ALLOWED IN, AND IN ACCORDANCE WITH, APPROVED SEQUENCE OF WORK, PROJECT SCHEDULE AND REGULATORY PERMITS.
- DREDGED MATERIAL SHALL BE DISPOSED OF AT THE SAN PABLO BAY DISPOSAL SITE (SF-10).
- THE CONTRACTOR SHALL PROVIDE SKILLED WORKMEN AND SUPERVISORS WHO SHALL BE PRESENT AT ALL TIMES DURING EXECUTION OF THE WORK AND WHO SHALL BE THOROUGHLY FAMILIAR WITH THE TYPE OF CONSTRUCTION INVOLVED AND THE MATERIALS AND TECHNIQUES SPECIFIED. NO ALLOWANCES WILL BE MADE FOR THE LACK OF SKILL ON THE PART OF THE WORKMEN.
- THE CONTRACTOR SHALL TAKE PRECAUTIONS REGARDING THE PROTECTION AND FILTERING OF FOREIGN DEBRIS FROM THE WATER. ALL CONSTRUCTION DEBRIS SHALL BE CONTAINED AND REMOVED FROM THE SITE IN ACCORDANCE WITH THE APPROPRIATE GUIDELINES OF THE ENVIRONMENTAL PERMIT.
- ALL DEBRIS MATERIALS SHALL BE CLEARED FROM THE PROJECT SITE AND DISPOSED OF AT AN APPROVED DISPOSAL SITE AND ACCORDING TO PERMITS ISSUED FOR THIS PROJECT.
- THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES MEASURES (I.E. SILT FENCE, SEDIMENT BOOMS, WATER QUALITY MONITORING, ETC) AS NECESSARY TO COMPLY WITH PERMIT REQUIREMENTS.
- CONTRACTOR SHALL VERIFY ALL CONDITIONS SHOWN IN THESE PLANS AND SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES, PRIOR TO PROCEEDING WITH WORK.

**DREDGING NOTES:**

- DREDGING TO BE PERFORMED USING MECHANICAL METHODS WITH ALL SEDIMENTS DISPOSED AT SAN PABLO BAY (SF-10).
- CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS BEFORE BIDDING, AND COMMENCEMENT OF WORK. THE CONTRACTOR SHALL CAREFULLY EXAMINE ALL CONTRACT DOCUMENTS AND SITE CONDITIONS AND UNDERSTAND THE CHARACTER, QUALITY AND QUANTITY OF WORK CALLED FOR INCLUDING ALL CONDITIONS OF THE CONTRACT. THE CONTRACTOR SHALL CAREFULLY COMPARE AND CHECK ALL CONTRACT DOCUMENTS FOR OMISSIONS AND DISCREPANCIES AND THESE SHALL BE REPORTED PROMPTLY TO THE COMPANY AND ENGINEER OF RECORD AND SHALL BE RECTIFIED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL SUBMIT A PROJECT SCHEDULE AND PROPOSED PLAN OF OPERATIONS TO THE COMPANY FOR APPROVAL BEFORE COMMENCEMENT OF WORK. PROJECT SCHEDULE SHALL INCLUDE PLANNED SEQUENCE OF WORK AND PHASING OF INDIVIDUAL WORK ITEMS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO WORK WITHIN THE GUIDELINES AND TIME CONSTRAINTS SET BY THE ENVIRONMENTAL PERMITS ISSUED FOR THE PROJECT. CONTRACTOR SHALL COMPLETE WORK WITHIN THE TIME IDENTIFIED IN THE CONTRACT DOCUMENTS.

- THE CONTRACTOR SHALL TAKE PRECAUTIONS REGARDING THE PROTECTION AND FILTERING OF FOREIGN DEBRIS FROM THE WATER. ALL CONSTRUCTION DEBRIS SHALL BE CONTAINED AND REMOVED FROM THE SITE IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS, PERMITS, AND APPLICABLE STATE AND FEDERAL LAWS.
- ALL DEMOLITION/DEBRIS MATERIALS SHALL BE CLEARED FROM THE PROJECT SITE AND DISPOSED OF AT AN APPROVED (LEGAL) DISPOSAL SITE AND ACCORDING TO PERMITS ISSUED FOR THIS PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLOATING NOTIFICATIONS ALONG THE RIVER, INCLUDING FLOATING BUOYS, AND NOTIFICATIONS OF DOCK AND TURNING BASIN CLOSURES.

© COPYRIGHT OF FOTH & VAN DYKE AND ASSOCIATES, INC.

**PERMITS**

DATE	DOCUMENT TITLE
09/17/2020	CDFW NO. 1600-2020-0016-R3, CITY OF PETALUMA MAINTENANCE DREDGING
01/26/2021	BCDC PERMIT NO. M2020.001.00
04/02/2021	USACE FILE NUMBER 2011-00153
06/01/2021	USACE LETTER OF PERMISSION FILE NO. SPN-2021-00066
06/02/2021	CDFW EPIMS NOTIFICATION NO. SON-16617 R3
09/27/2021	SFBRWQCB PLACE ID: 875673
11/24/2021	SFBRWQCB PLACE ID: 248083 2021 AMENDMENT
07/11/2022	USACE FILE NUMBER 2011-00153: TIER 1 REQUEST
08/02/2022	CA SLC FILE REF: PRC 5607

**TIDAL STAGE**

	NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)	MEAN LOWER LOW WATER (MLLW)	MEAN LOW WATER (MLW)
MEAN HIGHER HIGH WATER (MHHW)	+6.30	+6.01	+6.95
MEAN HIGH WATER (MHW)	+5.77	+5.48	+6.42
MEAN LOW WATER (MLW)	+1.23	+0.94	+0.00
MEAN LOWER LOW WATER (MLLW)	+0.29	+0.00	-0.94
NORTH AMERICAN DATUM OF 1988 (NAVD88)	+0.00	-0.29	-1.23

DATUM OFFSETS TAKEN FROM NOAA V-DATUM CONVERSION STATION ID: 9415252, PETALUMA RIVER ENTRANCE CA DATED SEP 12 2016

DATE: MAY 2021  
 DESIGNED BY: JD  
 DRAWN BY: KEF/CFF  
 CHECKED BY: WR

PROJECT NO.  
 0020P015.00

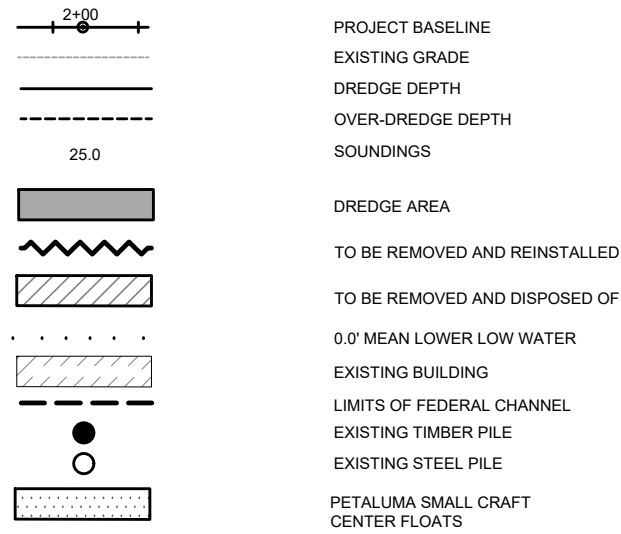
**CITY OF PETALUMA**  
 PUBLIC WORKS & UTILITIES  
 202 N. McDevell Blvd., PETALUMA, CALIFORNIA, 94954  
 PH: 707-778-4546 FAX: 707-778-4508



John A. DeRugis  
 eris  
 Digitally signed by John A. DeRugis  
 Date: 2022.08.04 09:45:53 -0400  
 LICENSED PROFESSIONAL ENGINEER  
 JOHN A. DERUGIS  
 C 40313  
 EXP. 12/31/2025  
 CIVIL  
 STATE OF CALIFORNIA

PETALUMA TURNING BASIN DREDGING PROJECT  
 GENERAL NOTES AND SURVEY CONTROL

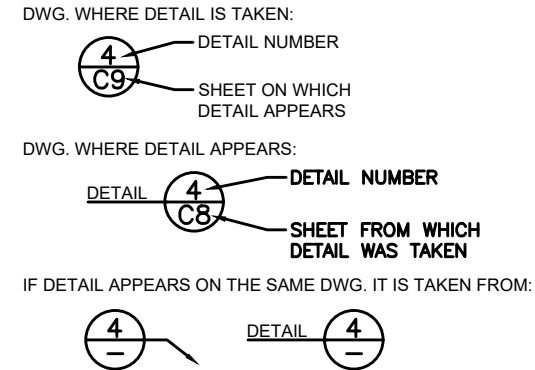
**LEGEND**



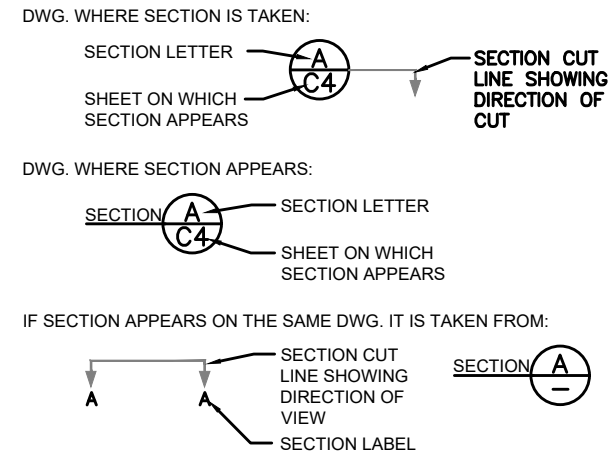
**ABBREVIATIONS**

ABND	ABANDONED
APPROX	APPROXIMATE
CL	CENTERLINE
CY	CUBIC YARD
E	EAST
EG	EXISTING GRADE
EL	ELEVATION
EX	EXISTING
FG	FINISH GRADE
FT	FEET
HPRIZ	HORIZONTAL
IN	INCHES
MAX	MAXIMUM
MHW	MEAN HIGH WATER
MHHW	MEAN HIGHER HIGH WATER
MIN	MINIMUM
MLW	MEAN LOW WATER
MLLW	MEAN LOER LOW WATER
N	NORTH
NAD	NORETH AMERICAN DATUM
NAVD	NORTH MANERICAN VERTICAL DATUM
OD	OVER DREDGE
ODR	OWNER'S DESIGNATED REPRESENTATIVE
PSCC	PETALUMA SMALL CRAFT CENTER
REQ'D	REQUIRED
S	SOUTH
SF-10	SAN PABLO BAY DISPOSAL SITE
STA	STATION
SQFT	SQUARE FEET
TYP	TYPICAL
VIF	VERIFY IN FIELD
W	WEST
&	AND
@	AT
±	CENTER LINE
±	PLUS OR MINUS

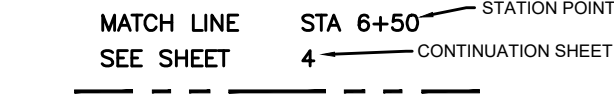
**DETAIL NUMBERING**



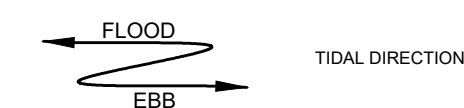
**SECTION NUMBERING**



**MATCH LINE**



**SYMBOLS**



**DREDGE VOLUME TABLE**

PROJECT SITE	DREDGE VOLUME (CUBIC YARDS)	OVER DREDGE VOLUME (CUBIC YARDS)	TOTAL VOLUME (CUBIC YARDS)
PETALUMA RIVER AND TURNING BASIN	8,113	1,892	10,005

RECORD DRAWING REFERENCE			
NO.	DATE	DESCRIPTION	BY

PROJECT RESOURCE DATA (FOR CITY USE)	
PROJECT START	
PROJECT END	
PROJECT CONTRACTOR	
CONTRACTOR'S SUPER.	
REGULATORY PERMITS	TO BE PROVIDED IN ISSUED FOR CONSTRUCTION PLAN SET
PROJECT MANAGER	
PROJECT INSPECTOR	
OTHER	

John A DeRug  
eris

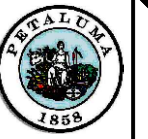
Digitally signed by John A DeRug Date: 2022.08.04 09:45:53 -04'00'



DATE: MAY 2021  
DESIGNED BY: JD  
DRAWN BY: KEF/CFF  
CHECKED BY: WR

PROJECT NO.  
0020P015.00

**CITY OF PETALUMA**  
PUBLIC WORKS & UTILITIES  
202 N. McDowell Blvd., PETALUMA, CALIFORNIA, 94954  
PH: 707-778-4546 FAX: 707-778-4508



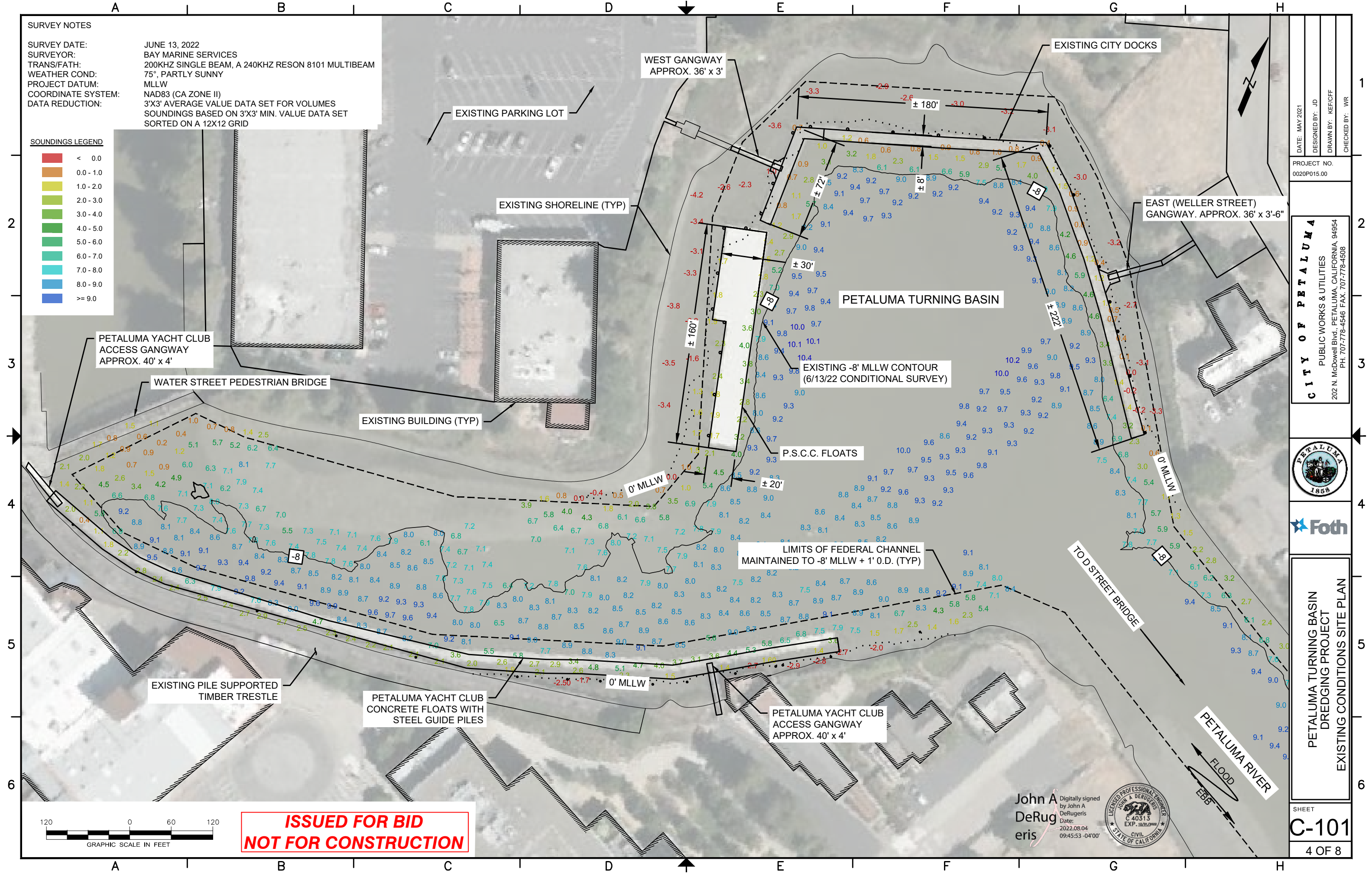
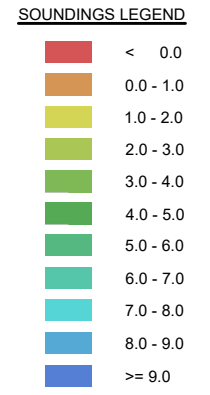
PETALUMA TURNING BASIN  
DREDGING PROJECT  
ABBREVIATIONS, SYMBOLS, REVISIONS

SHEET  
**G-103**  
3 OF 8



**SURVEY NOTES**

SURVEY DATE: JUNE 13, 2022  
 SURVEYOR: BAY MARINE SERVICES  
 TRANS/FATH: 200KHZ SINGLE BEAM, A 240KHZ RESON 8101 MULTIBEAM  
 WEATHER COND: 75°, PARTLY SUNNY  
 PROJECT DATUM: MLLW  
 COORDINATE SYSTEM: NAD83 (CA ZONE II)  
 DATA REDUCTION: 3'X3' AVERAGE VALUE DATA SET FOR VOLUMES  
 SOUNDINGS BASED ON 3'X3' MIN. VALUE DATA SET  
 SORTED ON A 12X12 GRID



DATE: MAY 2021  
 DESIGNED BY: JD  
 DRAWN BY: KEF/CFF  
 CHECKED BY: WR

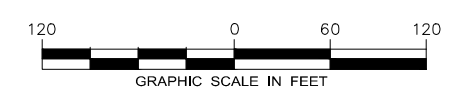
PROJECT NO.  
 0020P015.00

**CITY OF PETALUMA**  
 PUBLIC WORKS & UTILITIES  
 202 N. McDowell Blvd., PETALUMA, CALIFORNIA, 94954  
 PH: 707-778-4546 FAX: 707-778-4508



**PETALUMA TURNING BASIN  
 DREDGING PROJECT  
 EXISTING CONDITIONS SITE PLAN**

SHEET  
**C-101**  
 4 OF 8



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 NOT FOR CONSTRUCTION**

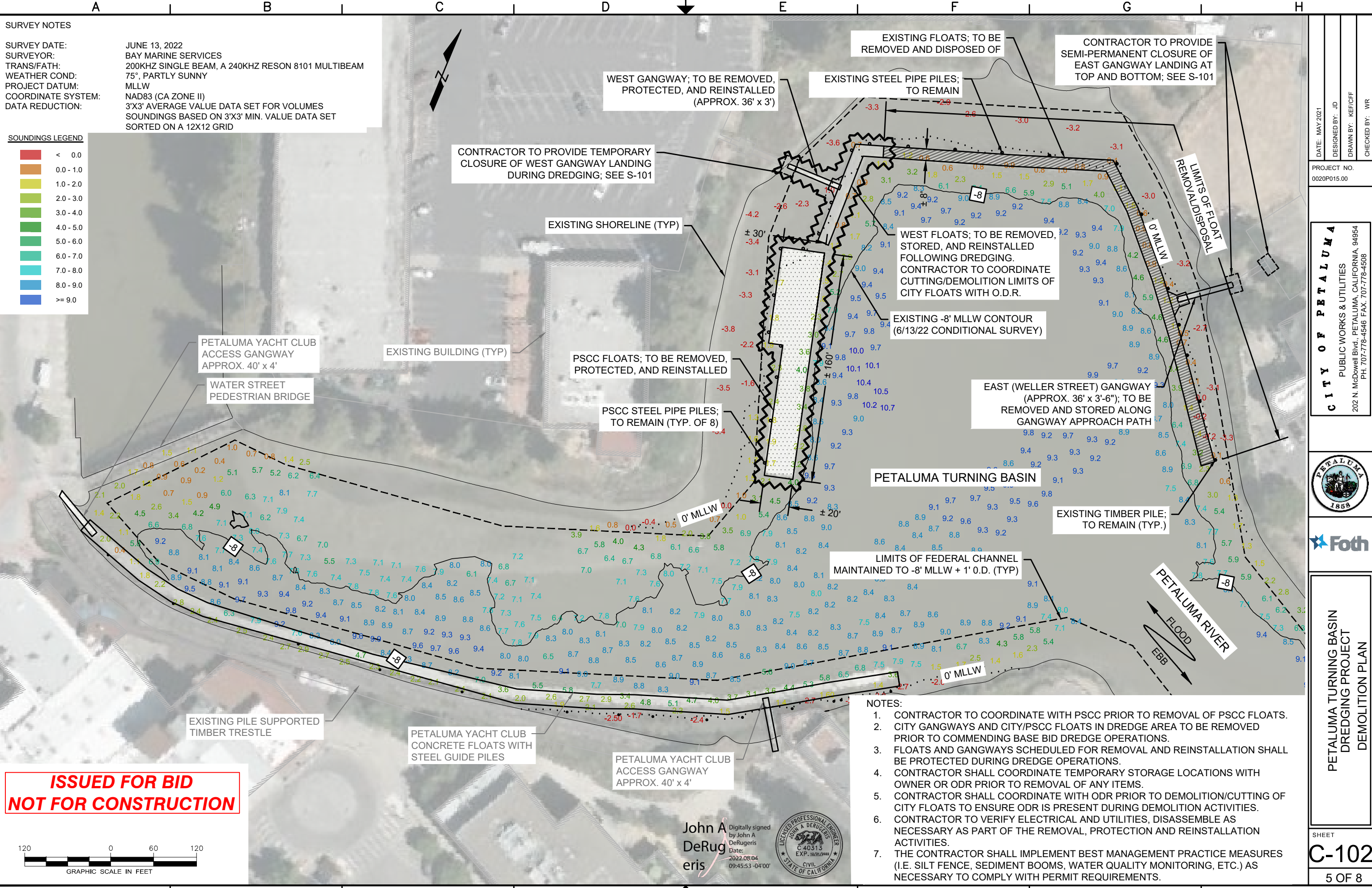
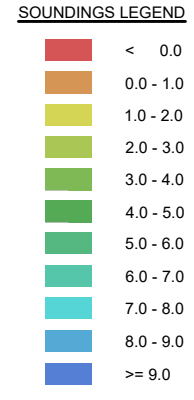
John A. DeRugis  
 eris  
 Digitally signed by John A. DeRugis  
 Date: 2022.08.04 09:45:53 -0400



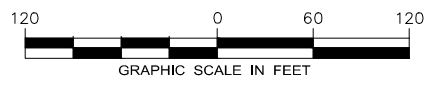


**SURVEY NOTES**

SURVEY DATE: JUNE 13, 2022  
 SURVEYOR: BAY MARINE SERVICES  
 TRANS/FATH: 200KHZ SINGLE BEAM, A 240KHZ RESON 8101 MULTIBEAM  
 WEATHER COND: 75°, PARTLY SUNNY  
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 SOUNDINGS BASED ON 3'X3' MIN. VALUE DATA SET  
 SORTED ON A 12X12 GRID



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NOT FOR CONSTRUCTION**



John A. DeRuggeris  
 Digitally signed by John A. DeRuggeris  
 Date: 2022.08.04 09:45:53 -04'00'

- NOTES:**
1. CONTRACTOR TO COORDINATE WITH PSCC PRIOR TO REMOVAL OF PSCC FLOATS.
  2. CITY GANGWAYS AND CITY/PSCC FLOATS IN DREDGE AREA TO BE REMOVED PRIOR TO COMMENDING BASE BID DREDGE OPERATIONS.
  3. FLOATS AND GANGWAYS SCHEDULED FOR REMOVAL AND REINSTALLATION SHALL BE PROTECTED DURING DREDGE OPERATIONS.
  4. CONTRACTOR SHALL COORDINATE TEMPORARY STORAGE LOCATIONS WITH OWNER OR ODR PRIOR TO REMOVAL OF ANY ITEMS.
  5. CONTRACTOR SHALL COORDINATE WITH ODR PRIOR TO DEMOLITION/CUTTING OF CITY FLOATS TO ENSURE ODR IS PRESENT DURING DEMOLITION ACTIVITIES.
  6. CONTRACTOR TO VERIFY ELECTRICAL AND UTILITIES, DISASSEMBLE AS NECESSARY AS PART OF THE REMOVAL, PROTECTION AND REINSTALLATION ACTIVITIES.
  7. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICE MEASURES (I.E. SILT FENCE, SEDIMENT BOOMS, WATER QUALITY MONITORING, ETC.) AS NECESSARY TO COMPLY WITH PERMIT REQUIREMENTS.

DATE: MAY 2021  
 DESIGNED BY: JD  
 DRAWN BY: KEF/CFE  
 CHECKED BY: WR

PROJECT NO.  
0020P015.00

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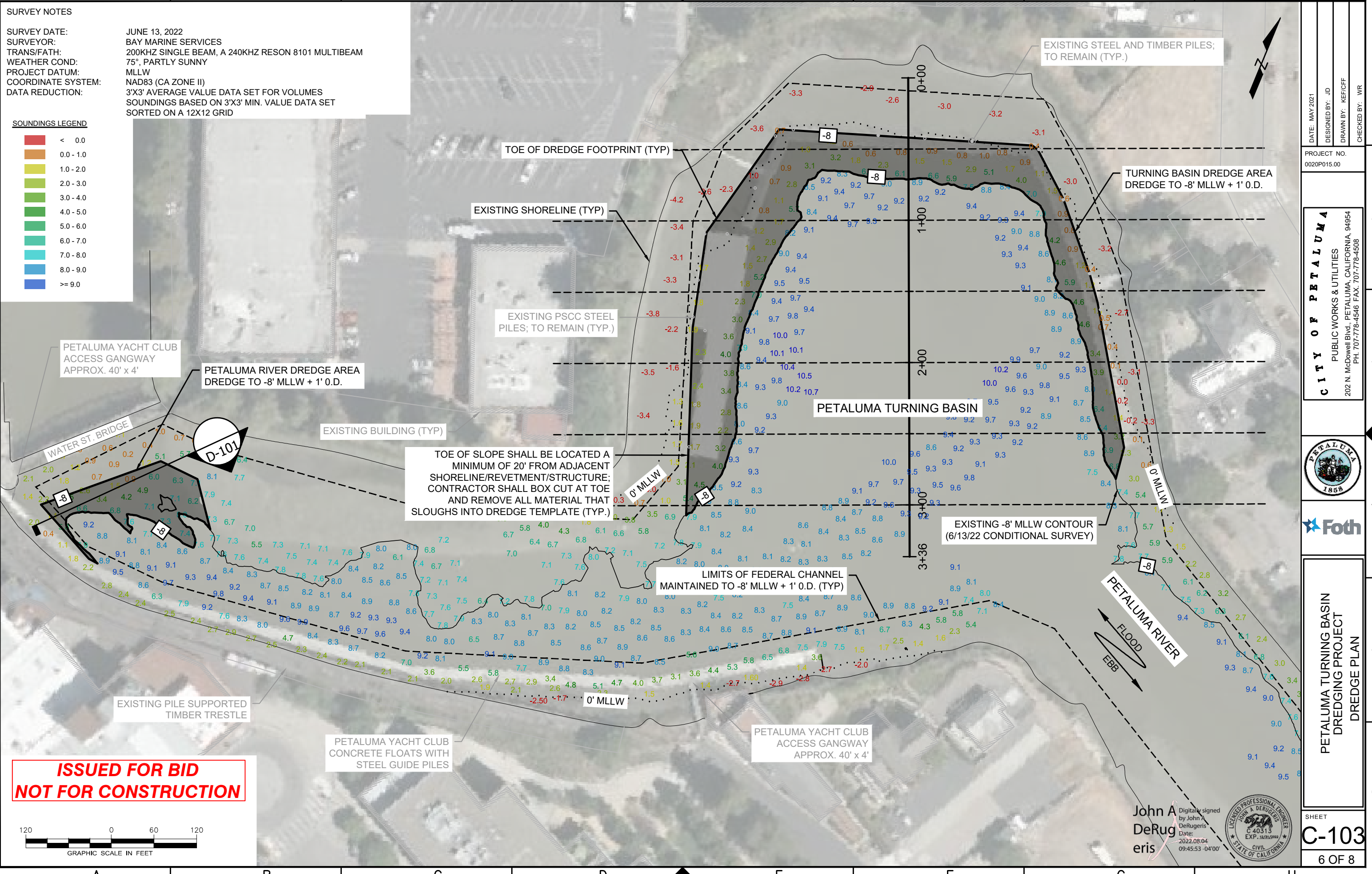
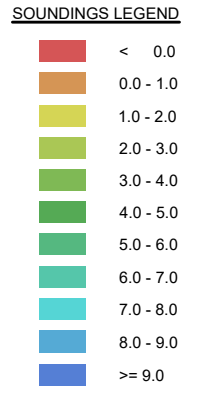
**PETALUMA TURNING BASIN  
DREDGING PROJECT  
DEMOLITION PLAN**

SHEET  
**C-102**  
5 OF 8



**SURVEY NOTES**

SURVEY DATE: JUNE 13, 2022  
 SURVEYOR: BAY MARINE SERVICES  
 TRANS/FATH: 200KHZ SINGLE BEAM, A 240KHZ RESON 8101 MULTIBEAM  
 WEATHER COND: 75°, PARTLY SUNNY  
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PROJECT NO.  
0020P015.00

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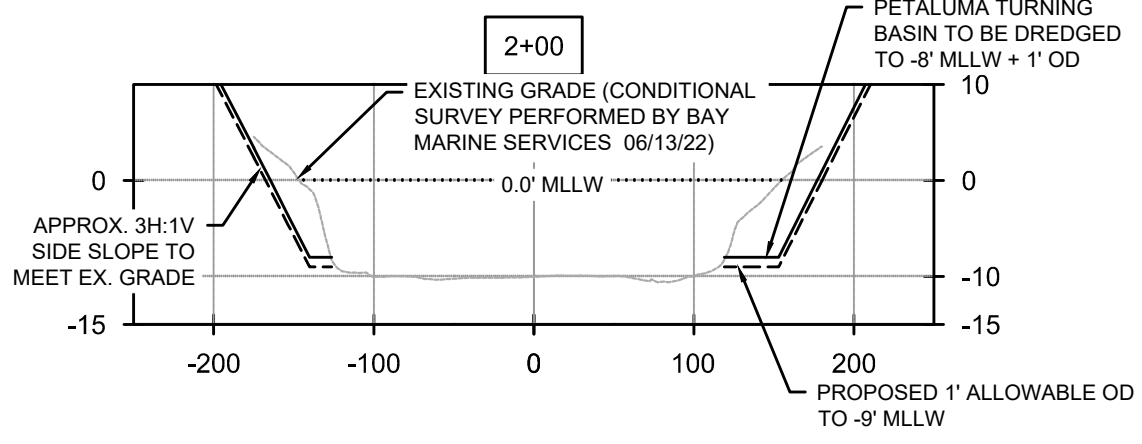
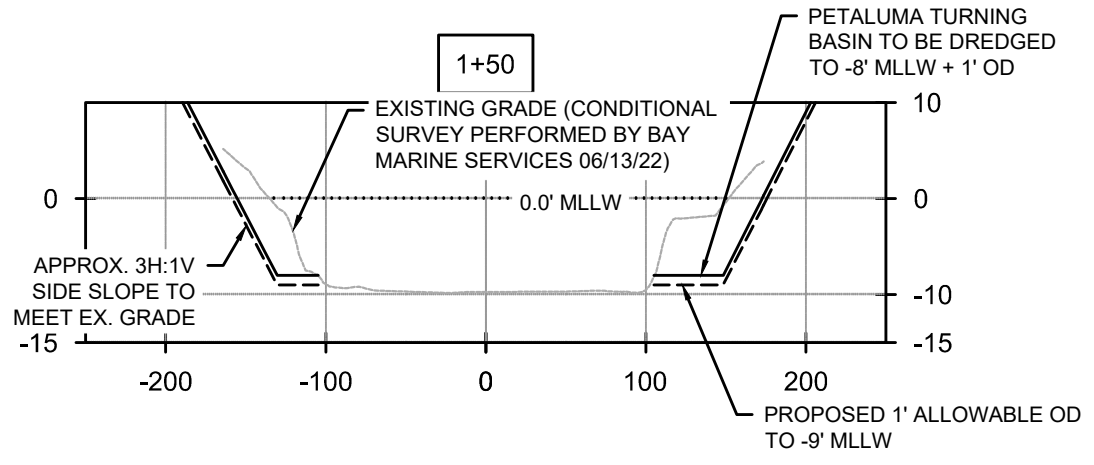
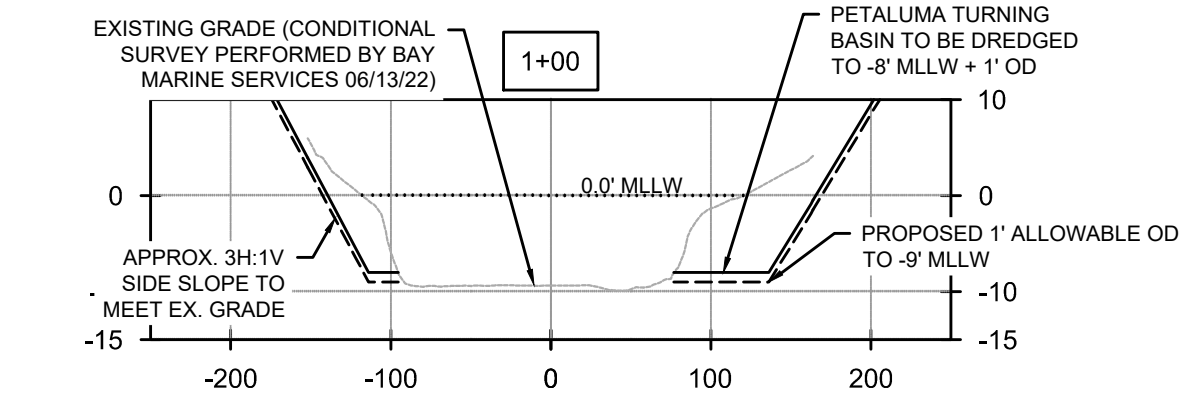
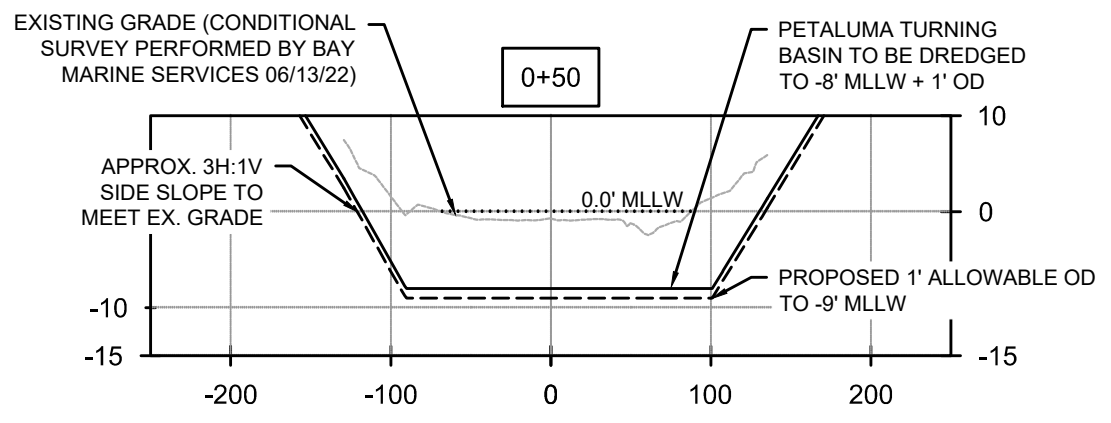
**PETALUMA TURNING BASIN  
DREDGING PROJECT  
DREDGE PLAN**

SHEET  
**C-103**  
6 OF 8

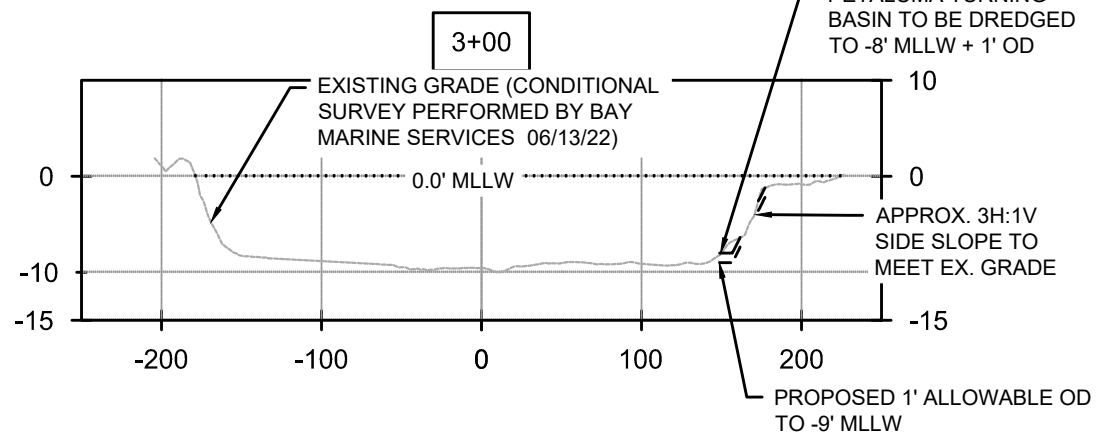
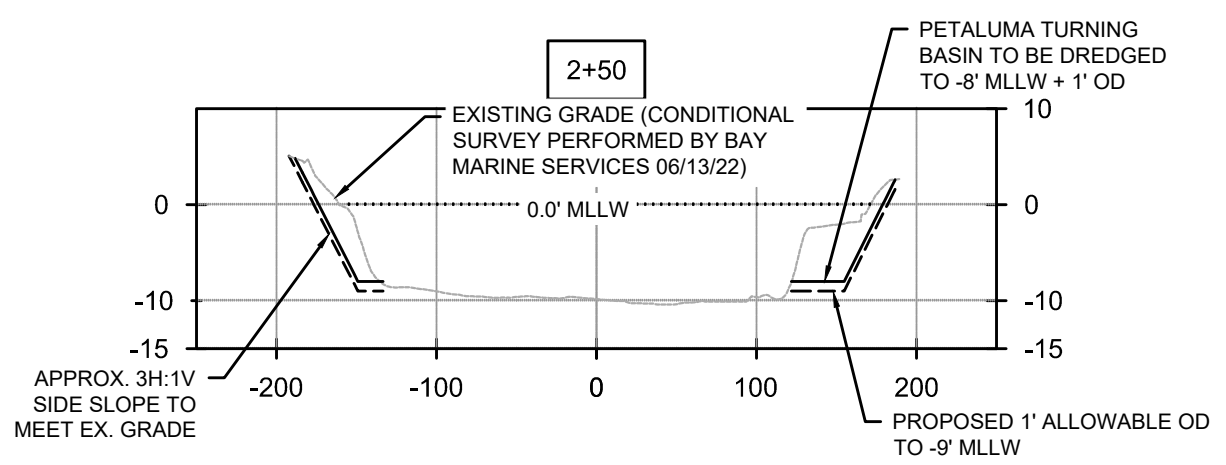
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 Digitally signed by John A. DeRugis  
 Date: 2022.08.04 09:45:53 -04'00'



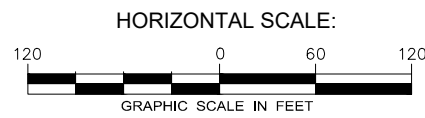
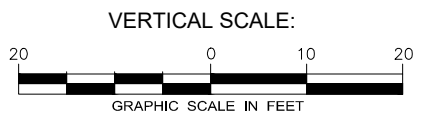
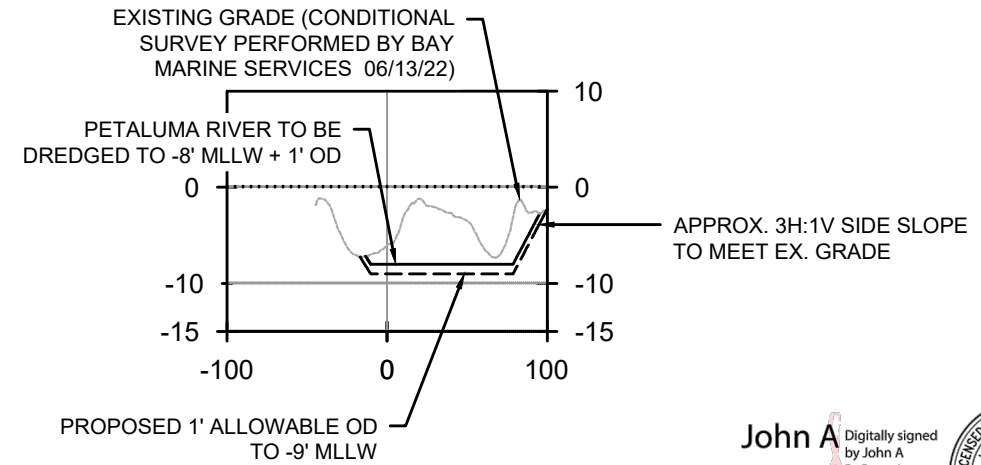
PETALUMA TURNING BASIN DREDGE AREA



PETALUMA TURNING BASIN DREDGE AREA



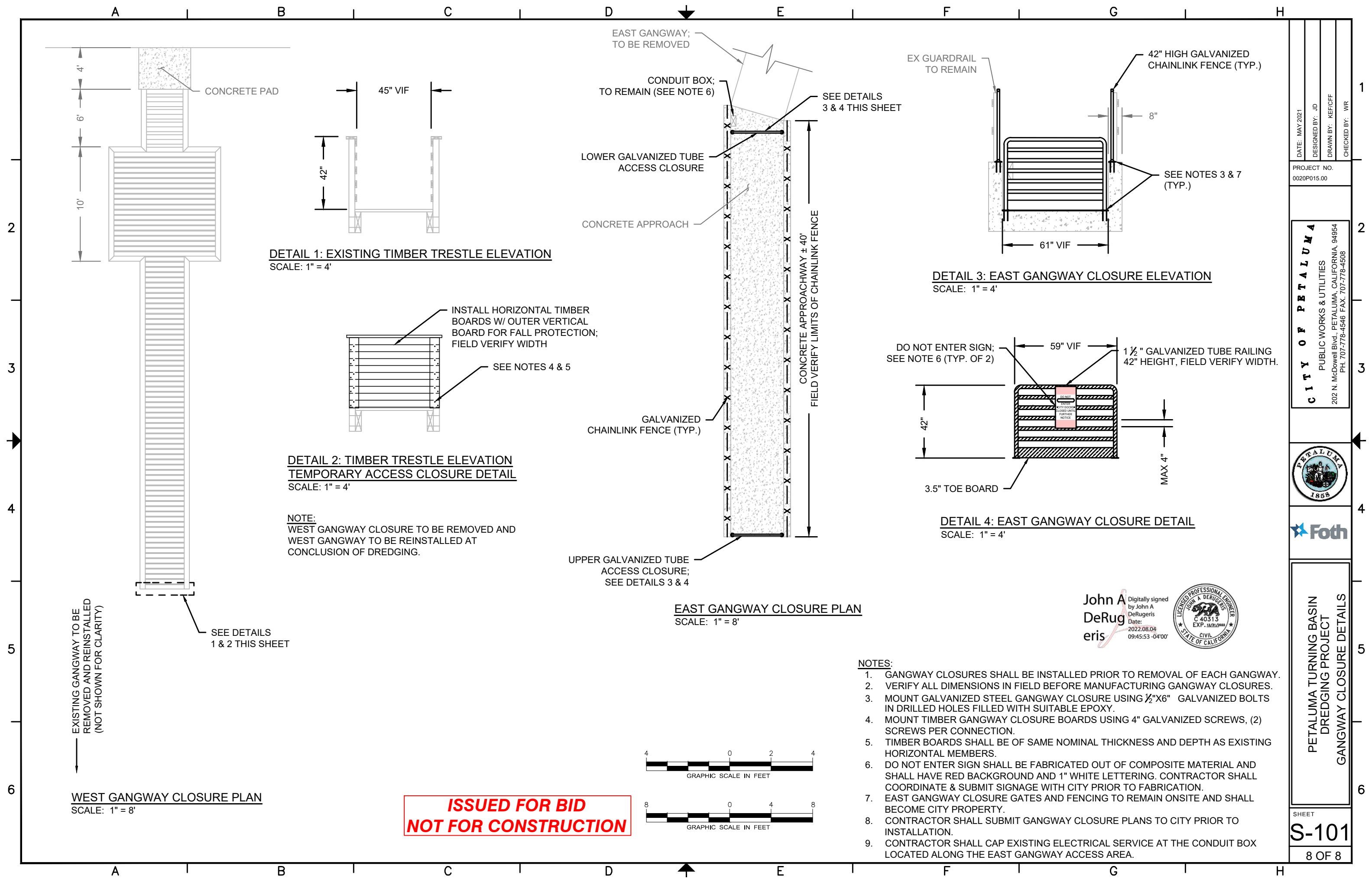
PETALUMA RIVER DREDGE AREA  
LOCATED SOUTH OF WATER STREET PEDESTRIAN BRIDGE



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John A. DeRuggeris  
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Digitally signed by John A. DeRuggeris  
C 40313  
Date: 2022.08.04  
09:45:53 -04'00'  
LICENSED PROFESSIONAL ENGINEER  
JOHN A. DERUGGERIS  
C 40313  
EXP. 12/31/2022  
STATE OF CALIFORNIA  
CIVIL

DATE: MAY 2021	DESIGNED BY: JD	DRAWN BY: KEF/CFF	CHECKED BY: WR
PROJECT NO. 0020P015.00			
<b>CITY OF PETALUMA</b> PUBLIC WORKS & UTILITIES 202 N. McDowell Blvd., PETALUMA, CALIFORNIA, 94954 PH: 707-778-4546 FAX: 707-778-4508			
<b>PETALUMA TURNING BASIN DREDGING PROJECT TURNING BASIN DREDGE SECTIONS</b>			
SHEET			
<b>D-101</b>			
7 OF 8			



**DETAIL 1: EXISTING TIMBER TRESTLE ELEVATION**  
SCALE: 1" = 4'

**DETAIL 2: TIMBER TRESTLE ELEVATION  
TEMPORARY ACCESS CLOSURE DETAIL**  
SCALE: 1" = 4'

**DETAIL 3: EAST GANGWAY CLOSURE ELEVATION**  
SCALE: 1" = 4'

**DETAIL 4: EAST GANGWAY CLOSURE DETAIL**  
SCALE: 1" = 4'

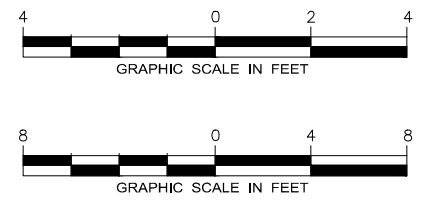
**EAST GANGWAY CLOSURE PLAN**  
SCALE: 1" = 8'

**WEST GANGWAY CLOSURE PLAN**  
SCALE: 1" = 8'

**NOTE:**  
WEST GANGWAY CLOSURE TO BE REMOVED AND  
WEST GANGWAY TO BE REINSTALLED AT  
CONCLUSION OF DREDGING.

- NOTES:**
- GANGWAY CLOSURES SHALL BE INSTALLED PRIOR TO REMOVAL OF EACH GANGWAY.
  - VERIFY ALL DIMENSIONS IN FIELD BEFORE MANUFACTURING GANGWAY CLOSURES.
  - MOUNT GALVANIZED STEEL GANGWAY CLOSURE USING 1/2"x6" GALVANIZED BOLTS IN DRILLED HOLES FILLED WITH SUITABLE EPOXY.
  - MOUNT TIMBER GANGWAY CLOSURE BOARDS USING 4" GALVANIZED SCREWS, (2) SCREWS PER CONNECTION.
  - TIMBER BOARDS SHALL BE OF SAME NOMINAL THICKNESS AND DEPTH AS EXISTING HORIZONTAL MEMBERS.
  - DO NOT ENTER SIGN SHALL BE FABRICATED OUT OF COMPOSITE MATERIAL AND SHALL HAVE RED BACKGROUND AND 1" WHITE LETTERING. CONTRACTOR SHALL COORDINATE & SUBMIT SIGNAGE WITH CITY PRIOR TO FABRICATION.
  - EAST GANGWAY CLOSURE GATES AND FENCING TO REMAIN ONSITE AND SHALL BECOME CITY PROPERTY.
  - CONTRACTOR SHALL SUBMIT GANGWAY CLOSURE PLANS TO CITY PRIOR TO INSTALLATION.
  - CONTRACTOR SHALL CAP EXISTING ELECTRICAL SERVICE AT THE CONDUIT BOX LOCATED ALONG THE EAST GANGWAY ACCESS AREA.

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<b>PETALUMA TURNING BASIN DREDGING PROJECT GANGWAY CLOSURE DETAILS</b>			
SHEET <b>S-101</b>			
8 OF 8			

**SECTION VII**  
**PROJECT PERMITS & APPENDICES**