

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SUMMARY

A. General work included in this section:

1. Furnish all labor, materials and equipment required by the Contract Documents or required to complete the Work.
2. Coordinate work of all trades.
3. Furnish and install miscellaneous items incidental to or necessary for completion of the Work, whether these items are specifically indicated in the Contract Documents or not.

1.02 WORK COVERED BY CONTRACT

A. The Work covered under this Contract will be performed along public right of ways and within easements on private property located within the City of Sausalito. The project location is indicated on the Drawings.

B. The Work includes, but is not limited to:

1. Reconfiguration and connection of sanitary drain piping at the Spinnaker Restaurant.
2. Furnish and install grease interceptor.
3. Furnish and install package lift station, valving, controls complete and ready for use.
4. Furnish and install 4-inch HDPE force main piping in existing sewer host pipe.
5. Replacement of 6-inch Grey Cast Iron sewer with new 8-inch HDPE butt fused weld joint sewer.
6. Rehabilitation of the Anchor Pump Station piping, valving and controls
7. Construction of shored excavations related to the work.
8. Traffic control.
9. Pavement repair, grading, and other miscellaneous work needed to restore areas disturbed by the construction back to original condition.

- C. Owner-Furnished Equipment:
 - i. Flow meters
 - ii. Pressure transducer
 - iii. Pressure transmitter
 - iv. Programmable logic controller
 - v. Radio transceiver, antenna and remote terminal unit

1.03 OTHER CONTRACTS

- A. Construction of portions of the sewer pipeline may coincide with construction activities by other contractors and agencies. Coordination with the contractors undertaking related work or un-related work within the project work areas is the responsibility of the Contractor.

1.04 SPECIFICATION LANGUAGE

- A. Specifications may be written in the imperative mood and streamlined form in accordance with practices and principals of the Construction Specifications Institute.
- B. Imperative language is directed to the Contractor unless specifically noted otherwise.
- C. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.
- D. This project must conform to BCDC permit requirements, copy attached.
 - 1. Contractor to alert Construction Manager if the Contractor believes the permit requirements exceed the contract requirements.

1.05 REGULATORY REQUIREMENTS

- A. Comply with all Federal, State, and local laws, regulations, codes, and ordinance applicable to the work.
- B. References in the Contract Documents to local codes shall mean those of Marin County.
- C. Other standards and codes that apply to the work are designated in the Specifications.
- D. The Contractor shall conform to BCDC permit requirements, copy attached.
 - 1. Contractor shall alert the Construction Manger if the Contractor believes the permit requirements exceed the contract requirements.

1.06 ACCESS BY GOVERNMENT OFFICIALS

- A. Authorized representatives of governmental agencies shall at all times have access to the work area. Provide proper facilities for access and inspection.

1.07 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. Pipeline construction will encounter numerous existing features of various types, such as fences, drain culverts, irrigation facilities, roadside drainage facilities, mailboxes, signs, private and public driveways, curbs, asphalt pavement, buildings, utility poles, guy wires and other surface structures. Contractor shall protect existing features of this nature and all features affected by construction operations shall be restored to their original condition.
- B. To the greatest extent possible, remove existing features without damaging the materials and re-use the material to place back in the original condition. When existing features are damaged during removal, install new materials of similar type, appearance and function, at no additional cost to the Owner.
- C. Contractor shall be responsible for all damage to streets, roads, driveways, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, that may be caused by transporting equipment, materials, or workers to or from the work or any part or site thereof, whether by Contractor or Contractor's subcontractors or suppliers.
- D. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
- E. In areas where the Contractor's operations are adjacent to or near a utility and such operations that may cause damage resulting in expense, loss and inconvenience, construction operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.

1.08 CONSTRAINTS

- A. Restrict work activities to work limit areas indicated on the Drawings. Equipment and materials shall not be stored on public streets or unapproved storage areas.
- B. Humboldt Drive, Anchor Street and Bay Street shall remain passable for cars, tourist busses and emergency vehicles at all times.
- C. No excavation shall be left open over night. Provide traffic-rated trench plating.
- D. The Contractor is alerted to the fact that the project is situated in fill material of varying quality over Bay mud. From Station 13+00 to Station 21+00, vibration due to construction activities shall be limited to less than 1"/sec at the edge of the northwest work limit line and monitored by the Contractor as work in this area progresses.

- E. No construction requiring excavation shall be allowed until after September 6, 2010.
- F. No open excavations shall be allowed from October 7, 2010 through October 12, 2010, inclusive.
- G. Construction for the installation of the grease interceptor and upstream, including work under the Spinnaker Restaurant, shall not take place until after October 20, 2010.
 - a. The restaurant connection shall remain in service at all times except as coordinated with the restaurant manager and construction manager.
 - b. Tie in of existing restroom drains to the new sanitary drains under the restaurant shall be completed outside of the hours of restaurant operation (11 AM to 11 PM).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

- A. Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Conditions and Requirements, and Supplementary Conditions.
- B. Units of Measurement
 - 1. Measurements shall be in accordance with U.S. Standard Measures.
 - 2. A pound is an avoirdupois pound.
 - 3. A ton is 2,000 pounds avoirdupois.
 - 4. The unit of liquid measure is the U.S. gallon.
- C. Certified Weights
 - 1. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Construction Manager, on a completely automated weighing and recording system.
 - 2. The Contractor shall furnish the Construction Manager with duplicate licensed weighmaster's certificates showing the actual net weights.
 - 3. The City will accept the certificates as evidence of the weights delivered.
- D. Methods of Measurement
 - 1. Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved.
 - 2. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.
 - 3. Material not used from a transporting vehicle shall be determined by the Construction Manager and deducted from the certified tag.
 - 4. When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Construction Manager in writing, the material will be weighed and converted to volume measurement for payment purposes.

5. Factors for conversion from weight measurement to volume measurement will be determined by the Construction Manager and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.
6. Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.
7. Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the Plans or given by the Construction Manager; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities.
8. No compensation will be allowed for hauling rejected material.

1.02 BID ITEMS

The Bid amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Each Lump Sum bid amount will undergo further breakdown as described later in this Section. Unit prices for any unit price bid items will be the basis for monthly progress payment determinations and for any changes related to that Work item. Bid Item 3 will also demonstrate the Contractor's compliance with the California Labor Code relating to the price for sheeting, shoring, and bracing of excavations. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

A. Bid Item 1 – Mobilization and Demobilization

1. This bid item shall be lump sum. Payment shall be made at seventy five (75%) percent of the bid item amount on the first progress payment following completion of mobilization and the remaining amount on the final progress payment, with retention withheld as allowed by the Contract Documents. The Contractor may apply for the remaining twenty-five (25%) percent of the bid item amount upon completion of the project final punch list items provided by the Construction Manager.
2. This bid item shall include payment for obtaining all bonds, all Contractor acquired permits, licenses, agreements, certifications, notices of intent, and temporary easements; moving onto the site of all equipment, materials and staff including obtaining and set up of Contractor's staging area/yard; preparing Storm Water Pollution Prevention Plan; furnishing and erecting all needed construction

facilities; fencing; preparing traffic control plan; project signage; project security; demobilization; preconstruction photographs; video recording of surface features; progress schedules and reports; contract meetings; and record drawings.

3. Final payment for mobilization and demobilization, or any part thereof, will be approved for payment under the Contract when all applicable mobilization and demobilization items listed above have been completed.
4. This amount shall not exceed five percent (5%) of the total bid price for the Work.

B. Bid Item 2 - Bypass Pumping and Control of Sewage Flow

1. This bid item shall be lump sum. Payment for this item will be prorated over the course of the Project based on percentage complete.
2. This bid item includes all work and materials necessary to maintain uninterrupted sewer service during the project and includes design and preparation of a flow control plan; submittals; personnel; plugging; bypass pumping; piping; temporary pipe trenching and surface restoration; protecting piping from traffic; sound attenuation equipment; temporary flow diversions; handling flow from laterals that are temporarily disconnected; restoration of sewer flow; and all incidentals as required by these Plans and Specifications.

C. Bid Item 3 – Dewatering

1. This bid item shall be lump sum. Payment for this item will be prorated over the course of the Project based on percentage complete.
2. This bid item includes all work and materials necessary for design and installation of dewatering system necessary to keep sewer trench and other excavations dry at all times. Payment will be "Lump Sum" and will be full compensation for furnishing and operating pumps, power supply; noise control, sediment removal devices; piping; protecting piping from traffic; wells, appurtenances; submittals; and all incidentals including obtaining all permits; abandonment of wells per Marin County requirements and restoration of pavement; sidewalk; or landscaping damaged due to wells and power supply.

D. Bid Item 4 –Shoring

1. This bid item shall be measured in lump sum. Payment for this item will be prorated over the course of the Project based on percentage complete of all items.
2. This bid item includes excavation support measures required including but not limited to: design; submittals; installation and removal of shoring and bracing required to stabilize and prevent movement of existing ground and to protect and provide for the safety of the Contractor's workers due to collapse or movement of the existing

ground during excavation and trenching operations, including furnishing all equipment, materials and personnel associated therewith, and in accordance with these Specifications and California Labor Code 6700-6708.

E. Bid Item 5 – 4-inch Force Main

1. This bid item shall be measured in linear feet. Measurement for unit price work will be based on the actual number of linear feet complete and in place as determined by the Construction Manager and the unit price bid as approved by the Construction Manager
2. This bid item includes; submittals; traffic control; SWPPP pollution prevention measures; locating/potholing and protecting existing utilities; surveying; saw cutting; grinding; surface demolition; excavation launch pit and trench; spoil removal and proper disposal; pipe bedding; connection to existing manholes; non-shrink grout; grout pipe; lightweight annulus grout; chemical grout soaked in oakum; trench; HPDE welding; backfill; drain rock; filter fabric; compaction; force main pipe; pressure testing; CCTV camera and video inspection, surface restoration including sidewalks, concrete paving, asphalt paving, curbs, gutters, fences, and other surface features disturbed by the Work; dust control; cleaning; record drawings; furnishing all equipment, materials and personnel associated therewith; and all incidentals in accordance with these Plans and Specifications.

F. Bid Item 6 – 6-inch Sanitary Sewer

1. This bid item shall be measured in linear feet. Measurement for unit price work will be based on the actual number of linear feet complete and in place as determined by the Construction Manager and the unit price bid as approved by the Construction Manager
2. This bid item includes submittals; traffic control; SWPPP pollution prevention measures; locating/potholing and protecting existing utilities; surveying; saw cutting, grinding, surface demolition; concrete plugs, excavation of trench; spoil removal and proper disposal; pipe bedding; trench backfill, drain rock; filter fabric connection to manholes; compaction; sanitary sewer pipe; Mission Rubber stainless steel bands; CCTV camera and video inspecting; surface restoration including sidewalks, concrete paving, asphalt paving, curbs, gutters, fences, and other surface features disturbed by the Work; dust control; cleaning; record drawings; furnishing all equipment, materials and personnel associated therewith, and all incidentals in accordance with these Plans and Specifications.

G. Bid Item 7 – 8-inch Sanitary Sewer

1. This bid item shall be measured in linear feet. Measurement for unit price work will be based on the actual number of linear feet complete and in

place as determined by the Construction Manager and the unit price bid as approved by the Construction Manager

2. This bid item includes submittals; traffic control; SWPPP pollution prevention measures; locating/potholing and protecting existing utilities; surveying; saw cutting, grinding, surface demolition; excavation of trench; spoil removal and proper disposal; pipe bedding; trench backfill; drain rock; filter fabric; connection to manholes; backfill; compaction; sanitary sewer pipe; Mission Rubber stainless steel bands; CCTV camera and video inspecting; surface restoration including sidewalks, concrete paving, asphalt paving, curbs, gutters, fences, and other surface features disturbed by the Work; dust control; cleaning; record drawings; furnishing all equipment, materials and personnel associated therewith, and all incidentals in accordance with these Plans and Specifications.

H. Bid Item 8--Lateral Replacement and Connection to Manhole or Sewer

1. This bid item shall be for "Each" lateral replacement and connection installed as directed in the field by the Construction Manager. Measurement for unit price work will be based on the actual number of laterals complete and in place as determined by the Construction Manager and the unit price bid as approved by the Construction Manager.
2. This bid item includes furnishing all equipment, materials and personnel associated therewith, and in accordance with these Specifications; submittals; traffic control; SWPPP pollution prevention measures; dust control; collection and legal disposal of all coupons; locating/potholing and protecting existing utilities; surveying; locating/potholing the lateral; surface demolition; saw cutting, grinding; trenching; excavation; removal and proper disposal of concrete; spoil handling and proper disposal; cutting and sealing sewer service laterals; removal and disposal of existing laterals; preparing and compacting pipe sub base; placing and compacting pipe bedding; furnishing, installing, and compacting trench backfill; installation of lateral saddle, lateral piping and connection couplings; wyes; furnish and install two-way cleanout; cleanout box; PVC riser; connection to existing lateral; encasement in low strength concrete, if necessary; backfill; compaction; testing; video inspection; surface restoration including fences, curb and gutter, sidewalks, concrete paving, asphalt paving, irrigation system components and landscaping; cleaning; record drawings, and all incidentals as required by these Specifications and Drawings.

I. Bid Item 9 - Grease Interceptor

1. This bid item shall be lump sum. Measurement for lump sum work will be based on the completed and in place grease interceptor as determined by the Construction Manager and the lump sum bid as approved by the Construction Manager.
2. This bid item includes all labor, equipment and materials necessary for the complete, tested and operational installation of a grease interceptor as

indicated on the Drawings and in accordance with these Specifications; submittals; traffic control plan and traffic control; SWPPP pollution prevention measures; locating/potholing and protecting existing utilities; demolition of existing facilities; dust control; excavation; spoil removal and proper disposal; structure bedding; furnish and install grease interceptor, ballast slab, anchor straps, anchors, bearing slab, piping, two-way cleanout, riser pipe, heavy duty manhole frames and cover, concrete collars, couplings; backfill; geotextile fabric; test; surface restoration including sidewalks, concrete paving, asphalt paving, curbs, gutters, fences, and other surface features disturbed by the Work; cleaning; record drawings; and all incidentals in accordance with these Plans and Specifications. Grease interceptor may be precast concrete or fiberglass.

J. Bid Item 10- Manholes

1. This bid item will be for "Each" Manhole including frame and cover, installed regardless of depth. Payment will be based on the actual number of manholes and manhole frames and covers completed and in place as determined by the Construction Manager and the unit price bid as approved by the Construction Manager.
2. This bid item includes all labor, equipment, and materials necessary to furnish precast concrete manholes including bases, barrel sections, frames and covers; submittals; traffic control; SWPPP pollution prevention measures; saw cutting; excavation; dust control; soil stockpiling and spoils handling and disposal; structure bedding; chemical grouting; non-shrink grout; backfilling; compaction; routing of new flow channels within manholes; testing; surface restoration including sidewalks, concrete paving, asphalt paving, curbs, gutters, fences, and other surface features disturbed by the Work; cleaning; record drawings and all incidentals required for a complete installation.

K. Bid Item 11- Existing Manholes

1. This bid item will be for "Each" existing manhole with new work connecting to it. Payment will be based on the actual number of existing manholes included in the work as determined by the Construction Manager and the unit price bid as approved by the Construction Manager.
2. This bid item includes all labor, equipment, and materials necessary to connect new work to existing manholes including, submittals; cleaning and pressure washing; traffic control; cutting or chipping existing bench and openings; Mission Rubber concrete manhole adaptor; concrete manhole adaptor water stop; dust control; chemical grouting; non-shrink grout; lightweight annulus grout; grout pipe; oakum; saw cutting; excavation, within existing manholes; and all incidentals required for a complete installation.

L. Bid Item 12 – Package Lift Station

1. This bid item will be lump sum. Payment will be based on the furnished and installed completed and in place packaged lift stations as determined by the Construction Manager and the unit price bid as approved by the Construction Manager.
2. This bid item includes furnishing and installing all labor, equipment, and materials necessary for the complete, tested and operational installation of a package lift station including: pumps, valves, piping, wet well, valve box, concrete structures, hatches, fittings, and miscellaneous items as indicated on the Drawings in accordance with these Specifications; submittals; traffic control; SWPPP pollution prevention measures; locating/potholing and protecting existing utilities; demolition existing facilities; dust control; excavation; spoil removal and proper disposal; concrete slabs, structure bedding, backfill; electrical power distribution and controls; coordination with the electrical utility company including initial connection fee (usage will be paid by the City separately); startup and test; troubleshoot, provide installation certifications and train City personnel; surface restoration including sidewalks, concrete paving, asphalt paving, curbs, gutters, fences, and other surface features disturbed by the Work; cleaning; record drawings; and all incidentals required for a complete installation.

M. Bid Item 13- Restaurant Plumbing Changes

1. This bid item shall be lump sum. Payment will be based on the percentage of work completed as determined by the Construction Manager, and the detailed schedule or breakdown of lump sum items as approved by the Construction Manager.
2. This bid item includes all labor, equipment and material necessary for the separation of sanitary sewer lines within Spinnaker Restaurant as indicated on the Drawings and in accordance with these Specifications, including: coordination with restaurant operations; submittals; SWPPP pollution prevention measures; locating and protecting existing utilities; excavation; dust control; spoil removal and proper disposal; demolish existing facilities, remove and dispose of existing parts, piping, vaults, and mechanisms as shown on the Drawings; drain piping and fittings; bedding; backfill; surface restoration including sidewalks, paving, curbs, gutters, and other surface features disturbed by the Work; cleaning; record drawings; and all incidentals in accordance with these Plans and Specifications. Work at night may be required and shall be provided at no additional cost to the City.

N. Bid Item 14- Anchor Pump Station Rehabilitation

1. This bid item shall be lump sum. Payment will be based on the percentage of work completed as determined by the Construction Manager, and the detailed schedule or breakdown of lump sum items as approved by the Construction Manager.

2. This bid item includes all labor, equipment and material necessary for the complete rehabilitation of Anchor Pump Station as indicated on the Drawings and in accordance with these Specifications; including precast vaults, grout, drains, fittings, high solids epoxy, wetwell slab, vents, clamps, hatches, pipe supports, and all miscellaneous items; submittals; traffic control; SWPPP pollution prevention measures; locating/potholing and protecting existing utilities; excavation; spoil removal and proper disposal; demolish existing facilities; existing pipe plugs; dust control; remove and dispose of existing parts, piping, vaults, and mechanisms as shown on the Drawings; wet well coating; structure bedding; backfill; electrical power distribution equipment; concrete base coordinate with SMCSO or District furnished equipment; coordinate with utility company; startup and test; troubleshoot; provide installation certifications and train City personnel; surface restoration including asphalt paving, striping and lettering, AC curbs, gutters, fences, hedges, and other surface features disturbed by the Work; cleaning; record drawings; and all incidentals in accordance with these Plans and Specifications.

O Alternate Bid Item – Demolition of Existing Parking Attendant Kiosk

1. This bid item will be for all labor, equipment and materials necessary to remove the existing parking attendant kiosk. Payment will be based on a lump sum basis based on the percentage of work for this item completed and in place as determined by the Construction Manager.
2. This bid item includes furnish and install all labor, equipment, and materials necessary to demolish and remove the parking attendant kiosk including traffic control; SWPPP pollution prevention measures; locating/potholing and protecting existing utilities; coordinating with the electrical utility company to turn off power; demolition of existing facilities wood framed structure and concrete slab on grade foundation; dust control; excavation, spoil removal and proper disposal; refilling the resulting void with compacted Class 2 AB; record drawings, and all incidentals in accordance with these Plans and Specifications.

1.03 CONTRACTOR'S COST BREAKDOWN

- A. Provide itemized costs of lump sum items to facilitate progress payments of lump sum items that will take longer than one month to complete and are not tied to overall project completion.
- B. Contractor's cost breakdown of lump sum items shall be submitted to the City for review and approval. City will review the cost breakdown for balance of cost with respect to anticipated schedule of work activities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

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SECTION 01035

MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 CHANGES IN CONTRACT PRICE

This section provides supplementary procedures for the administration of changes to the Contract as specified in Section 00700-Article 7, **CHANGES IN THE WORK**. Whenever corrections, alterations, or modifications of the Work under this Contract are ordered by the Construction Manager and approved by the City and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as omitted work.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Manager:

- A. Where applicable, by unit prices accepted by the City and stated in the Contract Documents;
- B. By unit prices subsequently fixed by agreement between the parties;
- C. By an acceptable lump sum proposal from the Contractor; or
- D. By Force Account (as described in Section 01035-1.03, **FORCE ACCOUNT PAYMENT**), when directed in writing and administered by the City through its agents or representatives.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

1.02 NEGOTIATED CHANGE ORDERS

Under the methods described in Sections 01035-1.01B and 01035-1.01C, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the

Construction Manager. The direct costs shall include only costs as described in Section 01035-1.04, **DIRECT COST CATEGORIES**.

The Construction Manager will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement the Construction Manager will prepare and process the Change Order and make a recommendation for action by the City. All Change Orders must be approved by the City in writing before the work can be authorized and the Change Order executed.

1.03 FORCE ACCOUNT PAYMENT

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the work as described in Section 01035-1.04, **DIRECT COST CATEGORIES**.

Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets acceptable to the Construction Manager. The reports, if found to be correct, shall be signed by both the Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the Construction Manager, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in Section 00700-7.03A, **Notice**.

The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has expired.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

1.04 DIRECT COST CATEGORIES

The categories described below are defined to be direct costs. No other type of costs will be allowable as direct costs. Direct costs shall not include any labor costs pertaining to the Contractor's and subcontractors' managers or superintendents, their office and engineering staffs, the cost of their offices, facilities, vehicles, or anyone not directly employed on such work, nor small tools and supplies. All such items are considered indirect costs which form a part of the Contractor's and subcontractors' overhead expenses.

The City reserves the right to furnish such labor, materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such items.

A. Direct Labor

The Contractor will be paid the cost of direct craft labor for the workers and foremen (when authorized by the Construction Manager) used or proposed to be utilized in the actual and direct performance of the work.

The direct labor cost will be the actual payroll cost, including wages, subsistence and travel payments, fringe benefits as established by negotiated labor agreements or state prevailing wages. To these actual wages, will be added a labor surcharge set forth in the State of California Department of Transportation publication entitled Labor Surcharge & Equipment Rental Rates. An additional allowance of eight (8) percent will be added to this labor rate surcharge. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager.

Except as otherwise provided, the Contractor shall receive no additional compensation for wage premiums resulting from overtime work performed under change conditions without the prior written authorization of the Construction Manager.

B. Materials

The Contractor will be paid the cost of the materials to the purchaser, including tax and delivery if paid. If the Contractor does not furnish satisfactory evidence of the cost of such materials, it shall be deemed to be the lowest current price for the materials delivered to the job site for the applicable quantities of the materials.

Small tools and supplies will be paid for based on seven and a half (7.5) percent of the direct labor costs for the change prior to inclusion of the markup allowances provided for in Section 01035-1.05, **MARK-UP ALLOWANCES**. The allowance for small tools and supplies shall be deemed as full compensation for all tools and materials which are incidental to performing work including safety equipment provided by the Contractor to its employees.

C. Construction Equipment

The cost of construction machinery and equipment for changes shall be based on fair rental cost or equivalent rental cost of owned equipment. Such costs will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. Owner-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication plus the labor costs as provided in Section 01035-1.04A, **Direct Labor**. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific written agreement to that effect is made. Compensation for idle time of equipment through delays caused by the City will be made consistent with Section 8-1.09, Right of Way Delays, of the Caltrans Standard Specifications.

Individual items of construction equipment or small tools which have a replacement value of five hundred dollars (\$500) or less shall not be charged to the Change Order work unless it can be demonstrated that the particular item is needed solely for the completion of the Change Order work.

1.05 MARK-UP ALLOWANCES

The Contractor and subcontractors shall be entitled to compensation for indirect and overhead costs, bond and insurance costs, and profit for Change Order work. This compensation shall be in the form of mark-up percentages applied to the direct cost of the Change Order work, as further described below. The maximum markup which will be allowed for the Contractor's combined overhead and profit will be:

- A. For work by its own organization, the Contractor may add up to the following percentages:
1. Direct Labor
 - a. Negotiated Change Orders (Section 01035-1.02): 25 percent
 - b. Force Account Payment (Section 01035-1.03): 15 percent
 2. Materials 10 percent
 3. Equipment (owned or rented) 15 percent

- B. For all such work performed by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in Section 01035-1.05A above to its actual net increase in costs for combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- C. For all such work done by sub-tier subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in Section 01035-1.05A above to its actual net increase in costs for combined overhead and profit. The subcontractor may add up to five (5) percent of the sub-subcontractor's total for its combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- D. For all such work performed by consultants, engineers, surveyors, etc. the combined total allowable markup for the Contractor and all subcontractors shall be five (5) percent of the fee total.
- E. To the total of the direct costs and markups allowed herein under, not more than two (2) percent shall be added for any and all additional contractor bond and insurance, other than labor insurance. The compensable percentage for additional bonds and insurance shall be based on actual costs for the contractors bonds and insurance, as substantiated through documentation submitted to the Construction Manager.

When both additional and deleted work are involved in any one change, the markup allowances of this Section shall be applied to the net extra cost of the work, if any, after subtraction of the costs for the omitted work from the extra work. For Change Order work which results in a net decrease in cost a minimum of five (5) percent markup shall be added to the sum of the direct labor, materials and equipment as a deduction for profit, indirect and overhead costs, and reduction in bond and insurance. The Contractor shall not be entitled to nor claim for anticipated profits on work that may be omitted.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

1.06 INCREASED OR DECREASED QUANTITIES

Increases or decreases in the quantity of a Contract unit price bid item of work will be determined by comparing the total pay quantity of such item of work with the Bid Schedule quantity.

If the total pay quantity of any item of work required under the Contract varies from the Bid Schedule quantity by ten (10) percent or less, payment will be made for the quantity of work of said item performed at the Contract unit prices therefore, unless eligible for adjustment pursuant to Section 01035-1.06D, **Changes in Character of Work**.

If the total pay quantity of any item of work required under the Contract varies from the Bid Schedule quantity by more than ten (10) percent 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 Sections 01035-1.06A, 1.06B or 1.06C, as the case may be.

A. Increases of More Than Ten (10) Percent

Should the total pay quantity of any item of work required under the Contract exceed the Bid Schedule quantity by more than ten (10) percent, the work in excess of one hundred ten (10) percent of the Bid Schedule quantity will be paid for by adjusting the Contract unit price, as hereinafter provided. At the option of the Construction Manager, payment for the work involved in such excess will be made on the basis of force account as provided by Section 01035-1.03, **FORCE ACCOUNT PAYMENT**.

Such adjustment of the Contract unit price will be the difference between the Contract unit prices and the actual unit costs, which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by the payments made for one hundred ten (110) percent of the Bid Schedule quantity for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in Section 01035-1.03, **FORCE ACCOUNT PAYMENT** or such adjustment will be as agreed to by the Contractor and the Construction Manager.

When the compensation payable for the number of units of an item of work performed in excess of one hundred ten (10) percent of the Bid Schedule quantity is less than \$5,000 at the applicable Contract unit price, the Construction Manager reserves the right to make no adjustment in said price if it so elects, except that an adjustment will be further considered if requested in writing by the Contractor.

B. Decreases of More Than Ten (10) Percent

Should the total pay quantity of any item of work required under the Contract be less than ninety (90) percent of the Bid Schedule quantity, 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 revised quantity will be paid for by adjusting the Contract unit price as hereinafter provided. At the option of the Construction Manager, payment for the quantity of the work of such item performed will be made on the basis of force account as provided in Section 01035-1.03, **FORCE ACCOUNT PAYMENT**. However, in no case shall the payment for such work be less than that which would be made at the Contract unit price.

Such adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in Section 01035-1.03, **FORCE ACCOUNT PAYMENT**; or such adjustment will be as agreed to by the Contractor and the Construction Manager.

The payment for the total pay quantity of such item of work will in no case exceed the payment which would have been made for the performance of ninety percent (90) of the Bid Schedule of the quantity for such item at the original Contract unit price.

C. Eliminated Items

In the event that a part of the Work is to be eliminated in its entirety and such Work is covered by unit price(s) contained in the Bid and/or Contract Documents, the price of the eliminated Work item shall be based on the applicable unit price(s). The Contractor shall be paid five (5) percent of the total extended amount (bid price times quantity) for the eliminated Work item in consideration of the applicable Contractor's overhead costs.

Should any Contract item of the Work be eliminated in its entirety, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated Contract item if incurred prior to the date of notification in writing by the Construction Manager of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Construction Manager, and if orders for such material cannot be canceled, it will be paid for at the actual cost, including a five (5) percent mark-up, to the Contractor. In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Construction Manager so directs, the material shall be returned and the Contractor will be paid for the actual costs of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by the City.

D. Changes in Character of Work

If an ordered change in the Plans and Specifications materially changes the character of work of a Contract unit price bid item from that on which the Contractor based its Bid price, and if the change increases or decreases the actual unit cost of such changed item as compared to the actual or estimated actual unit cost of performing the work of said item in accordance with the Plans and Specifications originally applicable thereto, in the absence of an executed Contract Change Order specifying the compensation payable, an adjustment in compensation therefore will be made in accordance with the following:

The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in Section 01035-1.03, **FORCE ACCOUNT PAYMENT**; or such adjustment will be agreed to by the Contractor and the Construction Manager. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the Construction Manager, the work of said item or portion of item which is changed in character will be paid for by force account as provided in Section 01035-1.03, **FORCE ACCOUNT PAYMENT**.

If the compensation for an item of work is adjusted under this Section, the costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions in Sections 01035-1.06A, **Increases of More Than Ten (10) Percent** and 1.06B, **Decreases of More Than Ten (10) Percent**.

1.07 COST PRICING DATA AND ACCESS TO RECORDS

All cost and pricing data submitted by the Contractor with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and current representation of actual cost and pricing of the work. The Construction Manager may require a formal certification as to cost and pricing data submitted by the Contractor.

The Construction Manager shall have access, upon reasonable notice during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as changes and claimed extra work, and the Contract for the purpose of making audit, examination, excerpts and transcriptions and in order to verify or evaluate any change, prospective or executed, or any claim for which compensation has been requested or notice of potential claim has been tendered.

Such books, documents, and other records mentioned above shall include, but are not limited to all those reasonably necessary to determine the accurate amount of direct and indirect costs, job site, and delay and impact costs, however characterized, and shall include the original Bid and all documents related to the Bid and its preparation, as well as, the as-planned construction schedule and all related documents.

Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the City's cost.

1.08 TIME EXTENSIONS FOR CHANGE ORDERS

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of Section 01310-1.06, **TIME IMPACT ANALYSES**.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

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SECTION 01050

FIELD ENGINEERING

PART 1 - GENERAL

1.01 DATUM

Vertical and horizontal datum is based on the coordinates and elevations shown on the Drawings. The Contractor shall establish other control and reference points from these City-furnished reference points as required to properly layout the Work. The Contractor shall confirm all relative elevations between manholes identified on the Plans prior to start of construction. All connections shall be installed based on actual elevations of existing structures to which connections are made.

Contractor shall protect control points and preserve permanent reference points during construction. Any control points or monuments lost, disturbed or destroyed by the Work shall be replaced by the Contractor's surveyor.

1.02 QUALITY ASSURANCE

The Contractor's surveyor or engineer responsible for surveying specified herein shall be a registered land surveyor in the State of California.

1.03 LINES AND GRADES

The Contractor shall lay out all work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Construction Manager's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all work. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake its work limits.

The Contractor's layout shall be based on existing structures, survey control and bench marks established by the City.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Construction Manager in checking location and grades of the Work as set by the Contractor if the Construction Manager desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01060

REGULATORY REQUIREMENTS AND PERMITS

PART 1 - GENERAL

1.01 APPLICABLE CODES

Contractor shall comply with all codes applicable to the Project; see Technical Specifications for applicable codes as well as those identified in the following list. The omission of a code on the list shall not excuse nor relieve the Contractors obligation to comply with any such code applicable to the Work.

California Plumbing Code

1.02 FEES AND PERMITS

The Contractor shall obtain necessary encroachment permits from the County of Marin, Marin Municipal Water District, PG&E, or other agency having jurisdiction over the construction area, and shall be responsible for satisfying all requirements, calling for inspections, and obtaining final approvals. The Contractor shall notify the Construction Manager of the need and the readiness of all required inspections. All inspections are to be coordinated with the Construction Manager. The Contractor shall comply with all construction conditions stipulated in the permits. The Contractor shall initially pay for all permits, fees and inspections required for local agency and code requirements. The Contractor shall submit invoice to the Construction Manager for the City's reimbursement of such costs.

The Contractor shall be responsible for and the City shall not provide reimbursement for any costs required for the reinspection of defective work or additional costs due to the Contractor's failure to properly schedule the inspections.

1.03 STORM WATER QUALITY CONTROLS

- A. The Federal Clean Water Act [Section 402 (p)] requires that discharges of storm water associated with industrial and construction activity will be regulated by National Pollutant Discharge Elimination System (NPDES) Permits. Federal regulations promulgated by the U.S. Environmental Protection Agency identify the categories of industries which are required to submit an application for the NPDES permit for storm water discharge no later than October 1, 1992, unless already permitted either by an individual storm water permit or a general storm water permit.
- B. On October 1, 1992, the State Water Resources Control Board (State Water Board) adopted a general construction storm water permit for all categories of construction storm water discharges. This permit is a statewide general construction storm water

permit for construction activity that results in a land disturbance of one (1) acre or more.

- C. Since the City is responsible to the State for the preparation of and compliance with the various management plans called for in the permit, the City requires the Contractor to provide the detail planning and compliance activities required insofar as they would potentially affect Contractor's methods and means of performing the Work. The conditions of the permit applicable to the Contractor are as follows:
1. Discharge prohibitions
 2. Receiving water limitations
 3. Special Provisions for Construction Activity
 - a. Standard Provisions 2, 3, 5, and 6
 4. Section A: Storm Water Pollution Prevention Plan
 - a. The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) that the Contractor shall adopt and be fully responsible for following. Before starting any work on the project, the Contractor shall submit a copy of the SWPPP to the Construction Manager. The Contractor shall not perform any clearing and grubbing or earthwork on the project until the SWPPP is submitted and accepted by the Construction Manager.
 5. Section B: Monitoring and Reporting Requirements
 - a. The Contractor shall comply with all applicable paragraphs of this section of the SWPPP. The Contractor shall conduct inspections of the construction site prior to anticipated storm events and after storm events to assess effectiveness of the SWPPP.
 - b. A record of the inspections must include the date of the inspection, the individual(s) who performed the inspection and the observations.
 - c. The inspection reports shall be submitted within twenty-four (24) hours of the event.

1.04 EXISTING UTILITIES AND IMPROVEMENTS

- A. General
1. Access shall be provided at all times to all fire hydrants.
 2. Contractor shall contact Underground Services Alert (USA) at (800) 227-2600 or (800) 642-2444 one week in advance of starting excavation to provide for marking of utilities. Shutdown of utilities shall be performed only by the utility owner.
 3. The Contractor shall protect all existing utilities, pavement, sidewalks, curbs, fences, landscaping, and other improvements that are not designated for removal, from damage by his operations. Any such features that are damaged or temporarily relocated by the Contractor during construction shall be repaired or restored by the Contractor to a condition equal to or better than they were prior to such damage or temporary relocation all in

accordance with requirements of the Contract Documents and at no expense to the City.

4. The location of known existing utilities and pipelines are shown on the drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the Work, and shall be held responsible for their repair if damaged. The Contractor shall also exercise care in maintaining those facilities which will be removed or abandoned by the Work until such time as they can be removed or abandoned.
5. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in his construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. There is no guaranty that all utilities or obstructions are shown or that the locations indicated are accurate. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary. The cost of repair of any damages to existing utilities shown on the Plans, marked in the field, or attributable to negligence on the part of the Contractor shall be at the Contractor's expense.
6. Nothing herein shall be deemed to require the public agency to indicate the presence of existing overhead power, telephone and TV cable or underground service laterals and appurtenances when the presence of such utilities on the site of the construction can be inferred from the presence of visible facilities, such as poles, buildings, or meter and junction boxes, on or adjacent to the site of construction; provided, however, nothing herein shall relieve the public agency from identifying buried main or trunk lines in the Plans and Specifications.

B. Owner's Right of Access

1. The right is reserved to the City and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

C. Exploratory Excavation

1. The Contractor shall verify the exact locations and depths of all utilities shown on the Plans or by Underground Services Alert (USA). Prior to trenching or excavating for any pipe or structure, the Contractor shall make exploratory excavations to completely expose all utilities shown on the drawings, or located by USA that may interfere with the Work. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workers or damage to the electrical ducts or conduits.

2. The Contractor shall contact the owner of each utility to determine if they permit potholing of their utility or if they pothole with their own personnel. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work.
3. New pipeline shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved. A sufficient number of exploratory excavations shall be made for each utility to determine the alignment and grade of the utility.
4. The cost for performing said excavations shall be included in the Contractor's Bid Price. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for work necessary to avoid interferences or for repair to damaged utilities.
5. When such exploratory excavations show the utility location as shown to be in conflict with the Work, the Contractor shall so notify the Construction Manager and a method for correcting the conflict will be supplied by the Construction Manager. The Contractor will be reimbursed for the cost of correcting the conflict in accordance with Section 00700-Article 7, **CHANGES IN THE WORK.**

D. Utilities to be Moved

1. Where the proper completion of the Work requires the temporary removal and/or relocation of an existing utility or other improvement the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Construction Manager and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
2. In case it shall be necessary to permanently move any existing utility or improvement, the Contractor shall notify the Construction Manager a sufficient time in advance for the necessary measures to be taken to prevent interruption of service or delay of the Work.

E. Underground Utilities Shown or Indicated

1. Existing utility mains and improvements that are shown on the Plans or the locations of which are indicated to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during the Work shall be protected from damage during excavation and backfilling, and if damaged, shall be immediately repaired by the Contractor at no expense to the City. This provision shall also apply to existing utility services whose locations can be inferred from meters,

vaults, valves, and other markings, or that are indicated by the owner of the utility.

2. All buried utilities shall be considered to be correctly shown or indicated if their true locations are within ten (10) horizontal feet of the locations shown either on the Plans or marked on the ground by the utility's owner regardless of depth.
3. The Contractor shall receive no additional compensation for extra work or delay for locating such correctly shown or indicated utilities.

F. Underground Utilities Not Shown or Indicated

1. If the Contractor encounters any existing utility mains that are not shown or correctly shown on the Plans, and the locations of which are not correctly indicated to the Contractor prior to excavation, he shall immediately make a written report to the Construction Manager. If directed by the Construction Manager, repairs shall be made by the Contractor under the provisions for changes and extra work. This provision shall also apply to existing utility services whose locations cannot be inferred from meters, vaults, valves, or other markings, and are not indicated to the Contractor prior to excavation by the owner of the utility.
2. The Contractor shall be reimbursed for repair, removal, and/or relocation of these utilities, provided that he exercised reasonable care to avoid causing the damage. Reimbursement will be limited to extra materials, extra labor, and idled equipment that was actually working on the portion of the Work that was stopped due to the damage and could not reasonably be reassigned to another task of the Work.
3. The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was due to utilities that were not shown or located, or could not be inferred from visual evidence.

G. Approval of Repairs

1. The utility or improvement owner shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.
2. All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the improvement owner before being concealed by backfill or other work.

H. Maintaining in Service

1. All oil and gasoline pipelines; railroad facilities; power, telephone or communication cable ducts; gas and water mains; irrigation, sewer, and storm drain lines; and overhead power and communication poles, wires and cables, encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless

other arrangements satisfactory to the Construction Manager are made with the owner of said facilities.

2. Planned facility shutdowns shall be accomplished as required by the owner of the facility. In some cases, this may require night or weekend work which shall be at no additional cost to the City. The Contractor shall program its work so that service will be restored in the minimum possible time and shall cooperate with the City in reducing shutdowns of utility systems to a minimum. No utility interruption will be permitted without the prior approval of the Construction Manager and the specific utility.
3. The Contractor shall be responsible for all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

I. Interruption of City Facilities

1. Construction will occur adjacent to existing sanitary sewers crossing above, below, and parallel to the new sewer pipeline. The Contractor shall exercise extreme caution in working adjacent to existing sewerage facilities.
2. It is essential that all existing facilities be maintained in service for full-time operation, except where approved temporary facilities are installed as part of the Work. Where wastewater flow in existing facilities is interrupted or must be diverted for construction, the Contractor shall conduct this work in accordance with this paragraph and Section 02145, **SEWER BYPASSING AND CONTROL**.
3. Construction of connections between existing facilities and new facilities shall be scheduled to minimize disruption to sewer service. The Contractor shall coordinate the schedule for all work on existing facilities during periods acceptable to the City. Contractor shall notify the City at least 48 hours prior to such work.
4. When working on existing sewers, the Contractor shall investigate and ensure that temporary sewage flow stoppage does not cause the backing up and flooding of residences and businesses connected upstream of the location in question. Any lateral flow stoppage work requiring greater than 1/2 hour shall be approved in advance by the City staff in writing.
5. The Contractor shall advise the Construction Manager in writing at least five (5) calendar days prior to interrupting flow in any sanitary sewer main.
6. The Contractor shall immediately contact PG&E by calling (800) 743-5000 should any damage occur to the pipelines, cables, appurtenances, or overhead power lines.

1.05 RIGHTS-OF-WAY

- A. The Contractor shall not do any work that would affect any existing oil, gas, sewer, or water pipeline; any existing telephone, telegraph, or electric transmission line; any fence; any railroad facility; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until notified by the Construction Manager that the Owner has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work, comply with any preconstruction easement conditions, and shall give said party convenient access for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same.
- B. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the Owner shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage, except as provided in the General Conditions for temporary suspension of the Work, Section 00700-6.06, **SUSPENSION OF WORK**.

1.06 CULTURAL RESOURCES

- A. The Contractor's attention is directed to the National Historic Preservation Act of 1966 (16 U.S.C. 470) and PRM 75-27 which provides for the preservation of potential historical architectural, archeological, or cultural resources (hereinafter called "cultural resources").
- B. The Contractor shall conform to the applicable requirements of the National Historic Preservation Act of 1966 as it relates to the preservation of cultural resources. Fair compensation to the Contractor for delays resulting from such cultural resources investigations shall be made.
- C. In the event potential cultural resources are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
- D. The Construction Manager will issue a Stop Work Order directing the Contractor to cease all construction operations at the location of such potential cultural resources find.
- E. Such Stop Work Order shall be effective until such time as a qualified archaeologist can be called to assess the value of these potential cultural resources and make recommendations to the City. Any Stop Work Order shall contain the following:
 - 1. A clear description of the work to be suspended
 - 2. Any instruction regarding issuance of further orders by the Contractor for material services

3. Guidance as to action to be taken on subcontracts
 4. Any suggestions to the Contractor as to minimization of his costs
 5. Estimated duration of the temporary suspension
- F. If the archaeologist determines that the potential find is a bona fide cultural resource, at the direction of the City, the Engineer shall extend the duration of the Stop Work Order in writing, and the Contractor shall suspend work at the location of the find.
- G. Equitable adjustment of the construction contract time shall be made in the following manner: If the work temporarily suspended is on the "critical path," the total number of days for which the suspension is in effect shall be added to the number of allowable contract days.

1.07 SPECIAL WORK HOURS FOR SPECIFIC ITEMS OF WORK

- A. The following items of work are required to be completed during the specified time period:
1. General working hours shall be defined in Section 01560-1.07
 2. At least one lane of traffic in each direction shall be maintained between 9:00 a.m. and 3:30 p.m.
 3. All traffic lanes shall be opened between 3:30 p.m. and 9:00 a.m. except during the "night work" as specified below.

1.08 NIGHT WORK (NOT USED)

1.09 PROTECTION OF STREET OR ROADWAY MARKERS

- A. It is the responsibility of the Contractor to protect all survey monuments, survey markers, and street markers in the area of his work.
- B. Prior to breaking pavement or starting excavation, the Contractor shall reference all survey monuments and markers that will be affected by his work, and reset such monuments and markers after construction, in accordance with the requirements of Alameda County.
- C. Referencing and resetting of survey monuments and markers shall be done by a land surveyor registered in the State of California who is hired by the Contractor.

1.10 WORK WITHIN PRIVATE PROPERTY

- A. The Contractor shall restrict operations to cause the least amount of damage to the surrounding property and to save as many trees and plants as possible. If damage to the surrounding property has occurred, the Contractor shall restore the property to a condition equal to or better than that which existed prior to the Contractor's entry, or as required as part of these Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

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SECTION 01090

REFERENCES

PART 1 - GENERAL

1.01 CODES AND STANDARDS

Whenever reference is made to a code or standard, it means the latest edition in effect the date that the Contract Documents are dated. Where codes, standards and reference documents are referred to in the Contract Documents, the Contractor may submit a written request to the Construction Manager for assistance in locating such documents. Within three days of receipt of such request, the Construction Manager will notify the Contractor as to where the document(s) can be reviewed.

No provision of any such standard, specifications, manual, code or instruction shall be effective to change the duties and responsibilities of the City, City's representative, or any of their consultants, agents, or employees from those set forth in the Contract Documents. Nor shall any of the aforementioned be effective to assign to the City or the City's representative, or any of their consultants, agents, or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

1.02 DEFINITIONS OF WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

- A. Acceptance - Formal action of the City in determining that the Contractor's work has been completed in accordance with the Contract and in notifying the Contractor in writing of the acceptability of the Work.
- B. Acts of God - "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.
- C. Addenda - Supplemental written specifications or drawings issued prior to bid submittal which modify or interpret these Contract Documents by addition, deletion, clarification, or corrections.
- D. Agreement - The written document covering the performance of the Work as more fully described in Section 00500, **AGREEMENT FOR CONSTRUCTION**.
- E. Bid - Offer of a bidder submitted on the prescribed form setting forth prices of the Work to be performed.

- F. Bidder - Individual, partnership, corporation, or a combination thereof, including joint venturers offering a bid to perform the Work.
- G. Clarification Letter - A Clarification Letter is issued by the Construction Manager to address the clarification of Contract issues raised by the Construction Manager, Design Consultant or City.
- H. City - City of Sausalito, California, as Owner, acting through the City Council or other duly authorized agents.
- I. Completion - The word completion shall indicate Substantial Completion.
- J. Construction Manager - The person designated, in writing, by the City to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the City shall be through the Construction Manager.
- K. Contract - The word "Contract" means this Contract, as set forth in the Agreement and the Contract Documents.
- L. Contract Change Order - A written order to the Contractor, covering changes in the Plans or quantities, or both, and establishing the basis of payment and time adjustments for the Work affected by the changes. Also referred to as a Change Order.
- M. Contract Documents - The words "Contract Documents" shall mean any or all of the following items, as applicable:
 - 1. Notice Inviting Bids
 - 2. Instructions to Bidders
 - 3. Bid Form and Bid Schedule
 - 4. Designation of Subcontractors
 - 5. Bid Guaranty Bond
 - 6. Agreement
 - 7. Performance Bond
 - 8. Payment Bond
 - 9. Insurance Endorsements
 - 10. Site Visit Affidavit
 - 11. Non-Collusion Affidavit
 - 12. General Conditions
 - 13. Supplementary General Conditions
 - 14. General Requirements
 - 15. Specifications
 - 16. Drawings

17. Addenda, if any
18. Executed Change Orders, if any
19. Field Orders
20. Notice to Proceed
21. Permits

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

- N. Contract Price (also referred to as Contract Amount) - The amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The Total Base Amount given in the Bid Schedule (Section 00310) shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.
- O. Contract Time - Number of calendar days stated in the Contract for the completion of the Work.
- P. Contractor - The individual partnership, corporation, or combination thereof including joint venturers who enter into the Contract with the City for the performance of the Work. The term appropriately extends to subcontractors, sub-tier subcontractors, consultants, equipment and material suppliers and their employees which are utilized by the Contractor.
- Q. Contractor's Plant and Equipment - Equipment, material, supplies, and all other items, except labor, brought onto the Site by the Contractor to carry out the Work, but not to be incorporated in the Work.
- R. Corrective Work Item List - List of incomplete items of work, incomplete administrative requirements and items of work which are not in conformance with the Contract, prepared by the Construction Manager and issued to the Contractor as an attachment to the response to the Contractor's notification of Substantial Completion.
- S. Days - The word "Days" shall mean calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise.
- T. Design Consultant - The engineer or architect designated by the City to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them. The Design Consultant may also furnish inspection services as provided by the Contract.
- U. Direct - Action of the City or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.

- V. City - The word "City" refers to the City of Sausalito, the governing body of which is termed the Council.
- W. City Representative - The person designated in writing by the City to act as its agent on specified matters relating to this Contract. The City's Representative is not the Construction Manager, but an employee of the City who has been designated to represent the City.
- X. Drawings - Also referred to as "Plans". That part of the Contract Documents consisting of the graphical and technical requirements of the Contract as included on the Plan sheets.
- Y. Engineer - Engineer shall refer to either the Construction Manager or Design Consultant based on their roles as defined in Section 00700, **GENERAL CONDITIONS**, and their separate contracts with the City.
- Z. Favorable Review - "Favorable Review" means that the person or entity acting on behalf of the City has reviewed a proposal or submittal and found it acceptable as to the aspects for which review was sought. "Favorable Review" does not imply any approval of deviations from the Contract Documents which can only be made by formal Field Directive, Field Order or Contract Change Order.
- AA. Field Directive - Written documentation of the actions of the City or Construction Manager in directing the Contractor. Also referred to as a Directive.
- BB. Field Order - A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.
- CC. Final Acceptance - The point at which work has been completed in accordance with the contract plans and specifications to the satisfaction of the Engineer and there are no items of work remaining to be completed.
- DD. Final Inspection List - List of materials, equipment, workmanship, or administrative requirements, which are not in conformance with the Contract. The list shall be prepared by the Construction Manager and submitted to the Contractor following the Contractor's notice of completion of the Work, including all items on the Punch List.
- EE. Float - Float or "total float" shall be defined as provided in the Associated General Contractors of America "CPM in Construction, A Manual for General Contractors".
- FF. Furnish - To deliver to the job site or other specified location any item, equipment or material.
- GG. General Conditions - Sections 00700, **GENERAL CONDITIONS**, and 00800, **SUPPLEMENTARY GENERAL CONDITIONS**, which form the part of the Contract Documents representing the general clauses that establish how the Project is to be administered.

- HH. General Requirements - Division 1, **GENERAL REQUIREMENTS**, which forms the part of the Contract Documents establishing special conditions or requirements peculiar to the Work and supplementary to the General Conditions.
- II. Herein - Refers to information presented in these Contract Documents.
- JJ. Holidays - Legal holidays shall include the holidays designated by the City and listed in Section 01560.
- KK. Install - Placing, erecting, or constructing complete in place any item, equipment, or material.
- LL. Notice to Proceed - Notice to Proceed shall mean the written notice issued by the City to Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Contract Time. Notice to Proceed may or may not include separate dates establishing the date of commencement of the submittal process.
- MM. Owner - The word "Owner" shall have the same meaning as the term "City."
- NN. Paragraph - For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.
- OO. Person - The term, person, includes firms, companies, corporations, partnerships, and joint ventures.
- PP. Plans - See "Drawings."
- QQ. Project - The undertaking to be performed under the provisions of the Contract.
- RR. Provide - Furnish and install, complete in place.
- SS. Punch List - List of incomplete items of work, incomplete administrative requirements and items of work which are not in conformance with the Contract, prepared by the Construction Manager and issued to the Contractor as an attachment to the Certificate of Substantial Completion.
- TT. Request for Information - Also referred to as "Request for Clarification." A Request for Information (RFI) is issued by the Contractor to the Construction Manager to request resolution of a question on a Contract issue. A RFI is not to be used for request for material/equipment substitutions or value engineering/cost reduction incentive proposals.
- UU. Request for Quotation - A request for a proposed cost made of the Contractor by the Owner to add, delete or change the Work. A Contract Change Order is issued upon Agreement of Price and nature of the change of the Work.

- VV. Shall - The use of “shall” or “will” means that the Contractor or City, as appropriate, is contractually or legally obligated to take the required action, unless another meaning is clearly indicated.
- WW. Shown - Refers to information presented on the Drawings, with or without reference to the Drawings.
- XX. Specifications - That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, constructions systems, standards, and workmanship.
- YY. Specify - Refers to information described, shown, noted or presented in any manner in any part of the Contract.
- ZZ. State of California Specifications - The State of California Department of Transportation Standard Specifications in effect at the time of advertising the Work. Also referred to as State Standard Specifications and Caltrans Standard Specifications.
- AAA. Subcontractor - A subcontractor is a person or entity who has a direct contract with the Contractor or a subtier subcontractor who has a direct contract with a subcontractor to perform any of the Work associated with the Project The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.
- BBB. Submittals - The information which is specified for submission to the Construction Manager in accordance with these Contract Documents.
- CCC. Substantial Completion - “Substantial Completion” means that there is sufficient completion of the Project or an agreed to portion thereof that the City can effectively utilize. Determination of substantial completion is solely at the discretion of the City. Substantial Completion does not mean Complete in accordance with the Contract nor shall Substantial Completion of all or any part of the Project entitle the Contractor to Acceptance under the Contract.
- DDD. Substantial Completion Date - Date when the City puts into service, the Project, or that portion of the Project, which the City has been determined to be Substantially Complete.
- EEE. Sub-subcontractor - A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the Site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also referred to as subtier-subcontractor.
- FFF. Supplier - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.

- GGG. Surety - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.
- HHH. Total Base Bid - The original Contract Price as established from the BID SCHEDULE in Section 00300 **BID FORM** as completed by the Contractor as a part of his Bid for the Work.
- III. Warranty Period - Period where the Contractor is responsible for repairs to equipment or the Work at no cost to the City after Substantial Completion. Length of period is as established in Section 01740 **WARRANTIES AND BONDS**, and/or elsewhere in the Contract Documents.
- JJJ. Will - See definition of shall.
- KKK. Work - The term "Work" means all labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the Contract.
- LLL. Work Day - Any day except Saturday, Sunday, and legal holidays. For time extension purposes a work day is equivalent to 1.45 calendar days.

1.03 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

Abbreviation Stands For

AASHTO	American Association of State and Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Construction Managers

ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute CAL/OSHA State of California Department of Industrial Relations, Division of Industrial Safety
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
<u>Abbreviation</u>	<u>Stands For</u>
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
MIL	Military Specifications
MSS	Manufacturer's Standardization Society
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCMAC	Prestressed Concrete Manufacturers Association of California

SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council TCA Tile Council of America
UBC	Uniform Building Code
UFC	Uniform Fire Code
UPC	Uniform Plumbing Code
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

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SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the City will conduct a pre-construction conference that shall be attended by the Contractor's Project Manager/Project Engineers and major subcontractors and major equipment and material suppliers, affected utilities and others as determined by the Contractor and Construction Manager. At the conference, the City will review the Contractor's proposed schedule of operations and the construction procedure and sequence requirements. Also discussed will be the Contractor's field organization, submittals, progress payments, change order procedures, safety requirements, permits and inspections, and other matters.

1.02 PROGRESS MEETINGS

The Construction Manager shall schedule, arrange and conduct progress meetings. These meetings shall be conducted not more than once per week and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's three (3) week schedule provided in accordance with Section 01310-1.07, **WEEKLY ACTIVITIES PLAN**, resolve conflicts, and in general, coordinate and expedite the execution of the Work.

The agenda of progress meetings shall include, as a minimum, review of progress and schedule, clarifications, changes, quality of work, progress payment request, and record documents. The Construction Manager shall prepare and distribute minutes to the meetings.

Contractor, in coordination with the City's construction manager, shall distribute meeting minutes and project status updates to:

- Sausalito Yacht Harbor, 501 Humboldt Ave, Sausalito, CA (415) 332-500, Jim Madden
- Spinnaker Restaurant, 100 Spinnaker Drive, Sausalito, CA 415-332-1572, Jeff Scharosch
- Bank of America, 750 Bridgeway, Sausalito, CA (415) 499-5151,

1.03 PARTNERING MEETINGS (NOT USED)

1.04 OTHER PROJECT MEETINGS

The Contractor shall attend and require the participation of other subcontractors or suppliers for other project related meetings when requested by the Construction Manager or the City.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

- A. Where the Contractor is required by these Specifications to make submittals, they shall be made to the Construction Manager with a letter of transmittal and in accordance with the requirements of this Section.
- B. The Contractor shall submit the following items to the Construction Manager. Five (5) copies are to be submitted unless other provisions of the Contract Document stipulate a different quantity.
 - 1. Safety Program
 - 2. Substitutions
 - 3. Shop Drawings
 - 4. Material Safety Data Sheets
 - 5. Operation and Maintenance Manuals
 - 6. Working Drawings
 - 7. Warranty Data
 - 8. Others as Specified in the Technical Specifications
- C. Three (3) copies of submittals, which require review, will be returned to the Contractor with review comments, if any, noted.
- D. Reviewed copies of the Construction Schedule and the Final Operation and Maintenance Manuals will not be returned to the Contractor. It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall submit, at its own expense, samples, submittals and details of structural and reinforcing steel, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and any other appurtenances as required in Technical Specifications.
- B. All samples, submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of

installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals.

- C. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the Work of another contractor or the City. The Contractor shall insure coordination of submittals among the related crafts and subcontractors. The Contractor accepts the responsibility and expense for additional costs and delays which may result from Work performed without Favorably Reviewed submittals.
- D. Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this Project.

1.03 MATERIAL AND EQUIPMENT SUBSTITUTIONS

A. General

1. In preparing these Contract Documents, the Design Consultant has named those products which to its knowledge meet the Technical Specifications and are equivalent in construction, functional efficiency, and durability.
2. Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Specifications, they are used to establish the standards of quality and utility required.
3. The first-named manufacturer is the basis for the project design and the use of alternative named or unnamed manufacturer's products proposed by the Contractor may require modifications in the project design and construction.
4. Where only one product has been named by brand, it is the only brand, trade name, or manufactured product known to the Design Consultant that meets the requirements of the Technical Specifications. Bidders will have until ten (10) days prior to the date set for the opening of bids to submit data substantiating a request for a substitution of "an equal" item.
5. The City has made a determination that no substitution will be considered and that the following listed materials and/or equipment must be furnished as designated below in order to match others in use by the City or because it is a unique or novel product application required to be used by the City:

No Sole Source Materials or Equipment Identified

B. Substitutions

1. Substitutions, which are equal in quality and utility to those specified, will be permitted, subject to the following provisions. For this purpose, the contractor shall submit to the Construction Manager within fifteen (15) days of the Notice of Award, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature, calculations, or other detailed information as will demonstrate to the Design Consultant that the proposed substitute is equal in quality and utility to the material specified shall be appended to this list. The Design Consultant will Favorably Review in writing such proposed substitutions as are, in its opinion, equal in quality to the items or materials specified. In the event that a substitute is Favorably Reviewed, fifty (50) percent of all savings shall be credited to the City.
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 Construction Manager of any substitutions otherwise proposed.

C. Modifications and Costs

1. If alternative named or substitutions are proposed by the Contractor and Favorably Reviewed by the Design Consultant, the Contractor is responsible for providing, at no additional cost to the City, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price of the Work.
2. In addition the Contractor is responsible for all additional costs to the City, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or substitutions and any redesign necessary. The City shall deduct said costs from the Contract monies due the Contractor.

1.04 SUBMITTAL AND MATERIAL LIST

- A. Within fifteen (15) days after the Award of Contract and prior to the submission of the initial shop drawings, the Contractor shall submit a complete list of all required submittals to the Construction Manager for favorable review.
- B. The Submittal and Material List shall include a description of each item, Specification reference and the anticipated submittal date. The List shall include all items of equipment and materials for mechanical, piping, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been placed.

- C. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall reference the applicable Specification section or Drawing.
- D. After the submission is Favorably Reviewed and returned to the Contractor by the Construction Manager, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review.
- E. An incomplete submittal list shall not be the basis for avoiding a submittal required by the Contract Documents. No work shall proceed on any item until it has been submitted and favorably reviewed. An incomplete submittal list is not a basis for avoiding a submittal required by the Specifications.

1.05 TRANSMITTAL PROCEDURES

A. Transmittal Form

- 1. A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required.
- 2. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
- 3. The specification section and subsection or paragraph to which the submittal is related shall be indicated on the transmittal form.
- 4. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y" where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of Submittal 25.

B. Deviations from the Contract

- 1. If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a separate written description of such deviations and the reasons therefore.
- 2. If the City accepts such deviation, the City shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued.

3. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

C. Submittal Completeness

1. The Contractor shall review and check all submittals before submitting them to the Construction Manager.
2. The Contractor shall stamp and certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.
3. If the Contractor submits an incomplete submittal, the submittal will be returned to the Contractor without review.
4. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the Technical Specifications, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.
5. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Construction Manager at least by the second submission of data.
6. The City reserves the right to deduct monies from payments due the Contractor to cover additional costs of review beyond the second submission.

D. Submittal Period

1. All submittals shall be completed within fourteen (14) days after the Notice to Proceed unless the Construction Manager accepts an alternate schedule for submission of submittals proposed by the Contractor.
2. Submittals shall be submitted in time to allow appropriate time for review and response to submittals as provided for herein prior to the incorporation of materials and equipment in the Work.

E. Certificates of Compliance

1. For materials furnished and installed in accordance with Division 2 of these Specifications and for standard "off-the-shelf" materials where the Contractor is furnishing the materials listed in the Contract Documents, the Contractor may furnish a Certificate of Compliance in lieu of a full shop drawing for such materials.
2. The Certificate of Compliance shall be submitted as otherwise stipulated in Section 01300-1.05, **TRANSMITTAL PROCEDURES**. The certificate shall be signed by the manufacturer or supplier of the material and shall state that the materials involved comply in all respects with the requirements of the Contract Documents.

3. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents.

F. Alternate Submittals

1. If a submittal is approved and the Contractor elects to submit an alternate item for review for the same application, the Contractor shall be responsible for the review costs for the alternate submittal.

1.06 REVIEW PROCEDURE

- A. Submittals shall be submitted to the Construction Manager for review and returned to the Contractor within thirty (30) days after receipt.
- B. Review of submittals by the Design Consultant has as its primary objective the completion for the City of a project in full conformance with the Contract Plans and Specifications, unmarred by field corrections, and within the time provided.
- C. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the Project Plans and Specifications, will fit the structures detailed on the Plans, will be completed 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.
- D. After review by the Design Consultant of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:
 1. **NO EXCEPTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the Work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
 2. **MAKE CORRECTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Same as A, except that minor corrections as noted shall be made by the Contractor.
 3. **MAKE CORRECTIONS NOTED (RESUBMIT)** - Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Design Consultant.
 4. **NOT ACCEPTABLE (RESUBMIT)** - Submitted material does not conform to Plans and Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- E. Items A and B above (no resubmittal required) are considered "Favorable Review." Items C and D above (correction and resubmittal required) are considered "Unfavorable Review."

1.07 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

- A. The Design Consultant's Favorable Review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.
- B. Favorable Review of submittals does not constitute a Change Order to the Contract requirements.
- C. The Favorable Review of all submittals by the Design Consultant shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein.
- D. Favorable Review by the Design Consultant shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order.
- E. Favorable Review will not constitute acceptance of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

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SECTION 01310

PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 GENERAL

The Contractor shall provide a construction schedule that includes a procedural outline of any system shutdowns and proposed tie-in procedures, which shall be subject to the favorable review of the Construction Manager and the City.

1.02 NOT USED

1.03 CONSTRUCTION SCHEDULE

A. General

The Construction Schedule for this Project will also be referred to as the Base Schedule.

The Contractor shall designate, in writing, an authorized representative in its firm who will be responsible for the preparation, revising, and updating of the Base Schedule. The Contractor's representative shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the construction scheduling requirements set forth herein, and such authority will not be interrupted throughout the duration of the Project. The requirements for the Base Schedule are included to assure adequate planning and execution of the Work and to assist the Construction Manager in appraising the reasonableness of the proposed schedule and evaluating progress of the Work.

B. Preliminary and Base Progress Schedule

1. Within fourteen (14) days after award of Contract, the Contractor shall submit a Preliminary Progress Schedule covering the following project phases and activities:
 - a. Contract required constraints per Section 01010.1.08.
 - b. Procurement and Submittals, including shop drawings and fabrication and delivery of key and long lead time procurement activities.
 - c. All activities planned in the execution of the Work.
 - d. The total duration of the summary activities shall equal the Contract Time.

- e. Approximate duration for each summary activity representing the Contractor's best estimate for the Work the summary activity represents.
2. The Preliminary Progress Schedule shall describe the activities to be accomplished and their dependency subject to all requirements under these Construction Schedule provisions, as appropriate. The Preliminary Progress Schedule will be used temporarily to record and monitor the progress of the Work until a Base Schedule has been completely developed and Favorably Reviewed. Recorded data on the Preliminary Progress Schedule shall be incorporated into the Base Schedule during the first schedule update.
3. The Construction Manager shall review the schedule and provide any comments, its Favorable Review of the schedule, or request a meeting to review the schedule with the Contractor within ten (10) days of receipt of the schedule. If requested, the Contractor shall participate in a review and evaluation of the schedule with the Construction Manager. Any revisions necessary as a result of this review shall be resubmitted for review by the Construction Manager within five (5) days.
4. The Base Schedule shall be used in implementation of the Work and progress of the Work will be compared to the Base Schedule at each weekly progress meeting.

1.04 WEATHER CONDITIONS

Seasonal weather conditions shall be considered in the planning and scheduling of work influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

The expected loss of working days specified in the Supplementary General Conditions, Section 00800-1.03, **WEATHER DAYS**.

1.05 UPDATES

A. Submittal Period

The Contractor shall submit at weekly intervals a report of the actual construction progress. Each weekly report shall cover the previous week's progress. If, in the opinion of the Construction Manager, the Project is behind schedule, the report shall include revised tabular reports showing the Contractor's proposed revised schedule to complete the Project by the designated Contract Time.

1.06 TIME IMPACT ANALYSES

- A. When Change Orders are initiated or delays are experienced, the Contractor shall submit to the Construction Manager a written Time Impact Analysis illustrating the

influence of each change, delay, or Contractor request on the current Progress Schedule completion date.

1. Construction Schedule – Analysis
 - a. The analysis shall demonstrate the time impact based on the beginning and ending date of the occurrence, change, delay or revision; the status of construction at that point in time immediately preceding the occurrence, change, delay or revision; and the event time computation of all affected activities.
 - b. The event times used in the analysis shall be those included in the latest updated copy of the Construction Schedule or as adjusted by mutual agreement between the Construction Manager and Contractor.
- B. Activity time delays will not automatically mean that an extension of Contract Time is warranted or due the Contractor.
 1. It is possible that an excusable delay or Contract modification will not affect existing critical activities or cause noncritical activities to become critical, i.e., a delay or modification may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on the Contract completion date or Contract Time.
 2. The Contractor acknowledges and agrees that mitigation for delays due to changes, differing site conditions, and other causes will require revision of preferential sequences of the Work. Accordingly, to mitigate delays, the activities shall be resequenced prior to the Contractor proposing an updated schedule which supports a delay to the Project as a whole. When a delay to the Project as a whole can be avoided by revising preferential sequencing, and the Contractor chooses not to implement the revisions, the Contractor will be entitled to a time extension but is not entitled to compensation for indirect overhead for this extended duration.
 3. Actual delays in activities which do not affect the critical path work or which do not move the Contractors planned completion date beyond a milestone or the Contract completion date will not be the basis for an adjustment to the Contract Time.
 4. Extensions of time can be granted for a delayed or impacted activity only for the duration of the time adjustment which exceeds the total float for the schedule path wherein the activity is located. The adjustment is only applicable during the time the delay occurred or when the change is ordered.
- C. Time Impact Analyses shall be submitted within fifteen (15) days after a delay occurs or with the Contractor's cost proposal in response to a notice of change from the Construction Manager. In cases where the Contractor does not submit a Time Impact Analysis for a specific Change Order, delay, or other Contractor requested time extension within the specified period of time, then it is mutually agreed that

the particular Change Order, delay, or Contractor request has no time impact on the Contract completion date and no time extension is required.

1. Approval or rejection of Time Impact Analyses by the Construction Manager and the City will be made within fifteen (15) days after receipt of the Time Impact Analysis unless subsequent meetings and negotiations are necessary.
2. Upon approval, a copy of the Time Impact Analysis signed by the Construction Manager and the City will be returned to the Contractor.
3. Upon mutual agreement by both parties, schedule revisions illustrating the influence of Change Orders, delays, and/or Contractor requests will be incorporated into the next schedule update.

1.07 WEEKLY ACTIVITIES PLAN

On the last working day of every week the Contractor shall submit to the Construction Manager the Contractor's Plan of Activities for the following three weeks. The Plan of Activities shall describe the activity and location of the activity and include the activity number as provided in the Construction Schedule.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 INSPECTION AND TESTING

A. General

Where the Contract Documents require work to be tested or approved, it shall be tested in the presence of the Construction Manager or its authorized representative. The Construction Manager shall have the right to witness all on-site tests performed by the Contractor and any shop tests. The results of any tests performed by the Contractor shall be made available for the information of the Construction Manager.

Inspections, tests or Favorable Reviews by the Construction Manager or others shall not relieve the Contractor from its obligation to perform the Work in accordance with the requirements of the Contract Documents or for its sole responsibility for the quality of workmanship and materials.

Except as specifically required under the Technical Specifications for testing and inspection, all tests for materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. Where tests are to be performed by the Construction Manager or by an independent laboratory or agency, the Contractor shall furnish such samples of all materials as required by the Construction Manager without charge. The sample or samples of materials to be tested shall be selected by such laboratory or agency, or the Construction Manager, and not by the Contractor. No material for which the Contract Documents require the submittal and approval of tests, certificates of compliance or other documentation shall be incorporated in the Work until such submittal has been made and approved.

The Contractor shall provide safe access for the Construction Manager and inspectors to adequately inspect the quality of work and the conformance with the Contract Documents. The Contractor shall furnish the Construction Manager the necessary labor and facilities for such things as excavation in the compacted fill to the depths required to take samples. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

Records shall be available at all reasonable hours for inspection by other local or State agencies to ascertain compliance with laws and regulations.

Upon completion of the Work, the Construction Manager will conduct a final inspection as provided for in Section 00700-8.07, **FINAL INSPECTION AND PAYMENT**.

B. Notice

The Contractor shall notify the Construction Manager at least 24 hours before any field testing or special inspections are required to be performed by the Construction Manager or independent laboratory furnished by the City. The Contractor shall notify the Construction Manager at least two hours before any inspection is required to be performed or to witness the Contractor's on-site field testing.

Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Construction Manager so that proper inspection may be provided. Any work done in the absence of the Construction Manager shall be subject to rejection.

The Contractor shall give the Construction Manager written notification at least 30 days prior to the shipment of materials and equipment to be tested and/or inspected at the point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or reinspection at the site of the Work.

C. Costs of Testing

1. The Contractor shall be responsible for, and shall pay for, all quality control and off-site tests of materials required including all source and mix design tests for the approval of soil and concrete materials. The City will perform the soils and concrete confirmation tests detailed in the Technical Specifications during the performance of the Work. The City will retain and pay a qualified testing agency to perform soil compaction testing and work identified as requiring special inspections and testing as defined by UBC section 1701. All other testing required by the Technical Specifications shall be the responsibility of the Contractor.
2. The Contractor shall be responsible for, and shall pay for, all source quality control and all on-site tests of materials required, except those tests specifically noted to be performed and paid for by the City.
3. The Construction Manager shall have the authority to require additional tests or inspections due to the manner in which the Contractor executes its work. Examples of such additional tests and inspections include; tests of materials substituted for previously accepted materials, or substituted for specified materials, or retests made necessary by failure of material to comply with the requirements of the Specifications. Where such tests and inspections are required by Contract to be performed by the City, the City will pay for the additional tests and inspections but will issue a unilateral Change Order to deduct these costs from the Contract price.

4. In the event the Contractor prematurely notifies of testing, inspection, special inspection, or on-site inspection in accordance with Section 01400-1.01B, and the Contractor is not prepared or the Project has not progressed to the point requiring testing, inspection, special inspection, or on-site inspection, the Contractor shall pay for all costs associated with the premature notification of testing and inspection personnel and equipment.

D. Work Covered Prior to Inspection and/or Testing

Work requiring inspection and/or testing shall not be concealed or buried prior to the acceptance of such inspection or testing. Work covered without the favorable review or consent of the Construction Manager shall, if required by the Construction Manager, be uncovered for inspection and/or testing at the Contractor's expense.

E. Work Covered With Prior Inspection and/or Testing

If the Construction Manager considers it necessary or advisable that covered work which was favorably inspected and tested be uncovered for reinspection and/or retesting, the Contractor, at the Construction Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective 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, testing and reconstruction, and a Change Order shall be issued for such additional work.

F. Coordination of Other Inspections

The Contractor is completely responsible for scheduling all agency inspections in accordance with the agency requirements. The Contractor shall notify the Construction Manager of all building and other work component inspection notices and schedules. Failure of the Contractor to properly coordinate and schedule these inspections shall not be cause for time extensions.

1.02 TEST WATER

The Contractor shall furnish and dispose of the water which is required for testing of piping and structures. The Contractor shall dispose of all testing water without damage to property, and in accordance with applicable regulations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION*

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SECTION 01505

MOBILIZATION AND DEMOBILIZATION

PART 1 – GENERAL

1.01 MOBILIZATION

- A. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work, on the various items on the project site.
- B. Mobilization shall also include the construction of temporary access ways; temporary fencing; and the necessary preparatory work required to allow for the safe and stable movement of all vehicles that are required to construct the improvements as shown.

1.02 DEMOBILIZATION

- A. Demobilization shall consist of work and operations necessary to disband all mobilized items and clean up the site. The removal of all temporary access ways, signs, temporary fencing, and temporary facilities or works and the restoration of surfaces to an equal or better than existing condition shall also be included as part of demobilization.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

****END OF SECTION****

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SECTION 01510

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 ELECTRICAL SERVICE

The Contractor shall arrange, at its own cost, with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate job site distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

1.02 WATER

The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor shall pay for all water used for the Contractor's operations prior to final Acceptance.

1.03 TEMPORARY LIGHTING

The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by Cal/OSHA standards. As permanent lighting facilities are completed they may be used in lieu of temporary facilities, provided however, that bulbs, lamps, or tubes of such facilities used by the Contractor shall be replaced prior to final Acceptance of the Work.

1.04 HEATING AND VENTILATION

The Contractor shall provide means for heating and ventilating all work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Un-vented direct fired heaters shall not be used in areas where freshly placed concrete will be exposed to the combustion gases until at least two hours after the concrete has attained its initial set.

1.05 SANITARY CONVENIENCES

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the Site left in a sanitary condition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01560

TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 TEMPORARY FACILITIES

Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

1.02 STAGING AND SHORING

Temporary supports shall be designed by a registered professional engineer with an adequate safety factor to assure adequate seismic and load bearing capability. The Contractor shall submit design calculations for staging and shoring prior to commencement of Work and as required by Section 02080.

Excavation support shall be in accordance with Section 00700-4.07E, **Excavation Safety**.

1.03 PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall be responsible for the care of all work until its completion and Final Acceptance; and the Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work, or the same may be done by the City, and the Contractor and its sureties shall be liable therefore. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties, or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the completed work all plants, buildings, rubbish, unused material, concrete forms, sheeting or equipment belonging to the Contractor or used under its discretion during construction; and in the event of the Contractor's failure to do so, the same may be removed by the City at the expense of the Contractor, and the Contractor and its sureties shall be liable therefore.

The Contractor shall adopt all practical means to minimize interference to traffic and inconvenience, discomfort, or damage. The Contractor shall protect against damage, any piling, duct or structures crossing trenching or encountered in the Work and shall be responsible for any damage done to such structures, or damage therefrom. The Contractor shall support or replace, any such structures without delay and without any additional compensation, to the entire satisfaction of the Construction Manager. All obstructions to traffic shall be guarded by flagmen as required and by barriers and illuminated at night.

The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations, and under all circumstances the Contractor shall comply with the regulations of the City or County, and the laws and regulations of the State of California, relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdiction, and the Contractor shall be solely responsible for any damages caused by failure to provide proper safety.

The Contractor will be held responsible for and be required to make restitution, at its own expense, for all damage to persons or property caused by the Contractor or subcontractor, or the agents, or employees of either during the progress of the Work and until its final Acceptance.

1.04 FENCES (NOT USED)

1.05 TEMPORARY ENCLOSURES

When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures.

1.06 ABOVE GRADE PROTECTION (NOT USED).

1.07 WORKING HOURS

Construction shall be allowed only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Work outside of these hours will require the Contractor to reimburse the City for direct costs, indirect costs, and associated mark up for inspection services and administrative costs. Work outside of normally allowed working hours shall be limited to 5:00 p.m. to 7:00 p.m. Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. No work will be allowed on Sunday or City holidays. City holidays consist of:

New Year's Day
Martin Luther King, Jr.
Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives, for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. If an inspection is required at any time other than during regular hours of business, Contractor shall notify the Construction Manager or shall make such request for overtime inspection at the office of the City at least one (1) hour prior to closing time. A fee shall be charged for overtime inspection and shall be determined as follows: the Inspector's hourly rate of pay in effect at that time shall be doubled; such double-time rate shall then be multiplied by a minimum chargeable time of two (2) hours. If the Inspector is required to stay on the job more than two hours, the double-time rate shall be paid for each hour thereafter; portions of hours shall be charged as a full hour. Such costs shall be withheld from the succeeding monthly progress payment. Any work in Section 01010, **SUMMARY OF WORK**, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph. The City may also exclude other work performed outside the normal working hours from the provisions of this paragraph.

The Contractor shall notify the Construction Manager at least 24 hours prior to any work outside the normal working hours defined above, on weekends or holidays.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives for the following conditions:

- A. For work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City.
- B. For overtime costs beyond ten (10) hours in any one workday shift, regardless if the ten (10) hours occur in the allowed working hours.

Such costs shall be withheld from the succeeding monthly progress payment. Any work in Section 01010, **SUMMARY OF WORK**, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

1.08 DUST CONTROL

During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the Contractor's operations from producing dust damage and nuisance to persons and property.

Unless the construction dictate otherwise, and unless otherwise approved by the Construction Manager, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

If the contractor does not provide and/or conduct dust control as required above or otherwise approved in writing by the Construction Manager, the City has the right to contract such services separately and withhold those costs from the contractor.

Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor.

1.09 FIRE EXTINGUISHER

Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided and maintained by the Contractor in readily accessible locations.

1.10 USE OF EXPLOSIVES

The use of explosives is prohibited.

1.11 REMOVED MATERIALS

All concrete, paving, reinforcing steel, fencing materials, rock, soil, strips, and other waste material and construction debris shall be removed from the Site by the Contractor and disposed of in accordance with applicable regulations and laws.

1.12 CONSTRUCTION CLEANING

Throughout the period of construction the Contractor shall keep the Work site; including work, storage, parking, and employee areas; free and clean of all rubbish and debris, and shall promptly remove from the Site, or from property adjacent to the site of the Work, all unused and rejected materials, surplus earth, concrete, plaster, and debris. In particular the Contractor shall keep the Site clean to maintain safe access and to avoid fire hazard.

1.13 NOISE ABATEMENT

Operations at the Work site shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

1.14 DRAINAGE CONTROL

In excavation, fill, and grading operations care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increase flow. Drainage means shall be provided to protect the Work.

1.15 EROSION CONTROL

- A. All excavated areas shall be provided with temporary erosion control measures.
- B. Temporary erosion control shall be required for all areas where natural ground cover is disturbed, all temporary excavation stockpiles, including structures and trench excavations.
- C. Erosion control shall be by means of filter fabric fences or hay bales placed to completely circumvent the down-slope side of any excavated stockpile.
- D. Protected areas shall be regularly inspected and maintained by the Contractor during the course of the Work.
- E. All excavations, spills, and waste materials shall not be placed in areas subject to washout, flooding or natural drainage.
- F. See Section 01060-1.03, **STORM WATER QUALITY CONTROLS**, for additional requirements

1.16 WARNING DEVICES AND BARRICADES

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.

The Contractor is responsible for providing and maintaining barricades necessary to prevent accidental falls through any unattended open hatches or trenches, or entrances into potentially hazardous work areas in the Contractor's work area.

1.17 TRAFFIC REGULATIONS

A. General

The Contractor shall take all necessary steps to minimize inconvenience to the general public throughout all Work under this Contract. No driveways or private roads shall be blocked without notifying the property owner and access must be restored during all non-working hours. Safe access must be maintained for pedestrian traffic throughout the Work area at all times.

At least one lane of traffic in each direction must be kept open at all times unless prior approval is provided by the City and the Public Agency(ies) which has authority for the right-of-way. No roads shall be blocked or made inaccessible, due to the Contractor's work, without prior written approval of the City and the affected agencies. More stringent requirements may be imposed in the right-of-way permits.

The Contractor shall not block or obstruct fire lanes at any time.

The Contractor shall adopt all practical means to minimize interference to traffic and inconvenience, discomfort, or damage. The Contractor shall protect against damage, any piling, duct or structures crossing trenching or encountered in the Work and shall be responsible for any damage done to such structures or damage therefrom. The Contractor shall support or replace, any such structures without delay and without any additional compensation, to the entire satisfaction of the Construction Manager. All obstructions to traffic shall be guarded by flagmen as required and by barriers and illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations, and under all circumstances the Contractor shall comply with the regulations of the City or County, and the laws and regulations of the State of California, relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdiction, and the Contractor shall be solely responsible for any damages caused by failure to provide proper safety.

B. Haul Routes

In addition to any haul routes that may be designated in the Contract Documents, or at the preconstruction conference, the Contractor shall furnish evidence that the Public Agency(ies) which has authority for the right-of-ways proposed to be utilized by the Contractor for haul routes has approved the proposed route(s) for all construction traffic created by the Project. Upon approval, the Contractor shall strictly adhere to that route(s) only, unless written permission is obtained from such Public Agency(ies) to change the route(s).

C. Traffic Control

Traffic control shall be in accordance with the California Manual of Uniform Traffic Control Devices. The Contractor shall submit for approval, by the City, its traffic control plans prior to work on public streets.

Traffic control shall include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flaggers to direct vehicular traffic through the construction areas.

No material or equipment shall be stored/parked where it will interfere with the free and safe passage of public traffic, and at the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the public right-of-way.

Should the Contractor appear to be negligent in furnishing warning and protective measures, as above provided, the Construction Manager may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at its expense.

1.18 ROADS AND FENCES

Roads subject to interference by the prosecution of the Work covered by this Contract shall be kept open, and fences subject to interference shall be maintained by the Contractor during the Work and shall be replaced to their original condition unless specifically shown otherwise on the Drawings. Such signs and barricades as are required by local laws and as necessary for the safe prosecution of the Work shall be provided.

Excavated dirt shall not be stored on roads, paths, or planted areas. Care shall be taken to protect improvements.

1.19 PARKING AND STAGING AREAS (NOT USED)

1.20 TREES AND SHRUBS

Except as noted on the Plans, the Contractor shall not remove trees or shrubs without authorization of the Construction Manager. Injuries to tree roots and limbs shall be avoided. No roots shall be cut or limbs pruned, without prior notification to and review of Contractor's proposed methods by the Construction Manager.

1.21 OFFICE OF CONTRACTOR AT SITE (NOT USED)

1.22 CONTRACTOR'S WORK AND STORAGE AREA

The Contractor shall make its own arrangements for staging, storage and shop areas necessary for the proper execution of the Work.

The Contractor's construction equipment, vehicles, and materials shall not remain in public streets during non-working hours. It shall be the responsibility of the Contractor to transport and store such items at the Contractor's own facility or within construction easements on nonpublic areas at the end of each workday.

1.23 CONSTRUCTION MANAGER'S FIELD OFFICE (NOT USED)

1.24 PHOTOGRAPH AND VIDEO RECORDING OF SITE CONDITIONS

Existing conditions throughout the Project site shall be photographed and videotaped by Contractor before starting construction. Recording shall include and show every detail of existing location, including the current condition of the curb, gutter, sidewalk, landscaping, streetlights, and structures near the Project including backyards, face of buildings, canopies, shades, decking, fences, concrete, irrigation systems, driveways, canals, access roads, plants and landscaping, and any other features within the limits of Work, including Contractor staging areas. Photos and videotape shall be performed in the presence of the Construction Manager.

The Contractor shall provide additional photos and video recording as deemed necessary by the Construction Manager at no additional cost to the Owner.

The Contractor shall not start any work on Site until the photos and video images are submitted and approved by Construction Manager.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01580

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 SALVAGING AND STORAGE OF EQUIPMENT AND MATERIALS

No salvage of materials is anticipated in this project. All material and items, including all junk or scrap material, removed by the Contractor shall be removed and properly disposed by the Contractor from the Site.

1.02 CONTRACTOR STORAGE AREAS

The Contractor shall take all responsibility for storage of materials. No equipment for incorporation in the project may be stored in any area subject to natural or man-made flooding.

The Contractor's construction equipment, vehicles, and materials shall not remain in public streets during non-working hours unless approved by the Construction Manager in writing. It shall be the responsibility of the Contractor to transport and store such items at the Contractor's own facility or within construction easements on nonpublic areas at the end of each workday.

Should the Contractor elect to use private property or other property not owned by the City for construction purposes or storage of materials for the Project, the Contractor shall defend, indemnify and hold harmless the City from any claims arising from such storage or use, to the fullest extent permitted by law.

1.03 HAZARDOUS MATERIALS

All hazardous materials shall be stored and handled in strict accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets shall be submitted to the Construction Manager prior to the delivery of materials to the Project. The storage and handling of potential pollution causing and hazardous materials, including but not necessarily limited to, gasoline, oil and paint shall be in accordance with all local, state and federal requirements.

1.04 DISPOSAL OF EXCAVATED MATERIAL

The Contractor shall be responsible for making its own arrangements for disposal of all excavated material or other materials at a legal disposal site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01710

FINAL CLEAN-UP

PART 1 - GENERAL

1.01 FINAL SITE CLEAN-UP

Upon completion of the Work, and prior to Final Acceptance, the Contractor shall remove from the vicinity of the Work all plant, surplus material, and equipment belonging to the Contractor or used under its direction during construction.

In addition to general broom cleaning of paved surfaces and rake cleaning of other surfaces of grounds, the following shall be performed at completion of the Work:

- A. Remove waste and debris from the entire Site.
- B. Sweep paved areas.
- C. Clean/landscape areas.
- D. Clean storm drains.

1.02 FINAL BUILDING CLEAN-UP

Upon completion of the work, and prior to final acceptance, the Contractor shall remove from the vicinity of the work all surplus material and equipment belonging to the Contractor or use under its direction during construction. In addition, employing professional cleaners for final cleaning following shall be performed at completion of the work.

- A. Patch, touchup and repair marred surfaces and finishes. Replace finishes and surfaces that cannot be satisfactorily repaired or restored.
- B. Wipe surfaces, remove excess paint splatter or plaster dropping.
- C. Clean plumbing fixtures and mirrors.
- D. Clean light fixtures, lamps and bulbs. Replace any broken fixtures.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****END OF SECTION****

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SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section contains instructions for creating and maintaining Project Records.

1.02 RECORD DOCUMENTS

- A. Maintain at the Project site, available to the City and Construction Manager, one (1) copy of the Contract Documents, shop drawings and other submittals, in good order.
1. Mark and record field changes and detailed information contained in submittals and Change Orders.
 2. Record actual depths, horizontal and vertical location of underground pipes, duct banks and other buried utilities. Reference dimensions to permanent surface features.
 3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.
 4. Identify location of spare conduits including beginning, ending and routing through pull boxes, and manholes. Record spare conductors, including number and size, within spare conduits, and filled conduits.
 5. Provide schedules, lists, layout drawings, and wiring diagrams.
 6. Make annotations with erasable colored pencil conforming to the following color code:
 - a. Additions: Red
 - b. Deletions: Green
 - c. Comments Blue
 - d. Dimensions: Graphite
- B. Maintain documents separate from those used for construction. Label documents "RECORD DOCUMENTS."
- C. Record Documents shall be updated at least once each week and shall be available to the Construction Manager for review. Keep documents current. Record required information at the time the material and equipment is installed and before permanently concealing.

- D. Deliver Record Documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor prior to request for Final Payment.
- E. Record Documents shall be available for the Construction Manager to review to ascertain that changes have been recorded.
- F. Failure of the Contractor to keep current with the updating of the Record Documents shall be grounds for withholding monies from partial payment estimates as specified in Section 00700-8.03B, **Other Withholds**.

PART 2 - PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

****END OF SECTION****

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 GUARANTEE OF WORK

The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of the Substantial Completion date of the Project, or Acceptance date of the Project for items of work listed on the Punch List(s). or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor's guarantee applies to all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the City harmless from liability of any kind arising from damage due to said defects.

Specific items of equipment or work may be placed in continuous service by the City prior to the Substantial Completion of the Project. At the City's discretion, the specific items may be accepted as Substantially Complete, commencing the warranty period for those specific items.

The Contractor shall execute and submit a completed Warranty Form in the format as appended to this Section for the Work, and any portion of the Work possessed in accordance with Section 00700-3.04, **CITY'S RIGHT TO USE OR OCCUPY**. The Warranty Form shall be submitted prior to the Substantial Completion date or the final acceptance of the Project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

The Contractor shall, upon the receipt of notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

Prior to the expiration of the Warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items.

For the purpose of this paragraph, Acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such Acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The City and the Contractor agree that warranty on the parts of the work possessed and used by the City in accordance with Section 00700-3.04, **CITY'S RIGHT TO USE OR OCCUPY**, shall commence on the date that the City takes possession of such Work and so notifies the Contractor in writing. The City and the Contractor further agree that such possession, and use of the Work shall not be deemed as Substantial Completion or Acceptance of any other part of the Work.

If, after installation, the operation or use of the materials or equipment furnished under this Contract proves to be unsatisfactory to the Construction Manager or the City, the City shall have the right to operate and use such materials or equipment until it can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective materials or equipment pending correction or replacement shall in no way decrease the Warranty Period. Warranty Period for equipment shall be extended by the number days from the date the equipment is found by the City to be non-functional or defective to the date the Contractor repairs and makes fully operational the same equipment.

Nothing in this Section shall be construed to limit, relieve or release the Contractor's, subcontractor's and equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished shall it be deemed to be a waiver by the City of any rights or remedies, or time limits in which to enforce such rights or remedies, it may have against the Contractor, subcontractors, or suppliers of the equipment to be furnished under these Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

WARRANTY FORM

Warranty For

Priority 1 Sewer Replacement Project

**Project 1B: Spinnaker/Humbolt Street Sewer and
Anchor Pump Station Rehabilitation**

City of Sausalito, California

We hereby guarantee the Priority 1 Sewer Replacement Project, Project 1B: Project 1B: Spinnaker/Humbolt Street Sewer and Anchor Pump Station Rehabilitation that we have constructed for a period of one (1) year from (Date) the date of acceptance of the work/substantial completion by the City of Sausalito.

The following are excluded from the provisions of this warranty:

We agree that if any of the equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the Work fail to fulfill any of the requirements of the Plans and Specifications, we will, within ten days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing without any expense whatsoever to the City of Sausalito.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the City of Sausalito to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefore upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor: _____

Signed: _____

Titled: _____

Date: _____

****END OF SECTION****

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