



**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**REQUEST FOR PROPOSALS AND
QUALIFICATIONS FOR
DESIGN-BUILD SERVICES**

FOR

**CENTERVILLE BIKE PARK PROJECT
PROJECT NO.24-08**

CENTERVILLE BIKE PARK PROJECT

PROJECT NO.24-08

A handwritten signature in blue ink, appearing to read 'Bjorn P. Jones', is written over a horizontal line.

Bjorn P. Jones, PE
City Engineer

10/17/2025

Date

The following items are included in this RFP packet:

I. GENERAL INFORMATION..... 1

II. PROJECT OVERVIEW / GENERAL INFORMATION4

III. PROCUREMENT INFORMATION.....8

IV. SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA..... 10

V. EVALUATION AND RANKING PROPOSALS..... 15

VI. SELECTION PROCEDURE..... 17

VII. TERMS AND CONDITIONS 18

VIII. EXHIBITS 1-4.....20

CITY OF GRASS VALLEY

CENTERVILLE BIKE PARK PROJECT

PROJECT NO. 24-08

DESIGN-BUILD PROJECT SOQ/RFP

I. GENERAL INFORMATION

A. GENERAL

The City of Grass Valley (City) is requesting sealed Statements of Qualifications (SOQ's) and Proposals (collectively referenced herein as "Proposal" or "Request for Proposal") from Design-Build Teams interested in providing professional design and construction services for the City's CENTERVILLE BIKE PARK (herein after referred to as "Project"). The Project will construct a new bike park at 111 Centerville Rd, Grass Valley CA and other miscellaneous park features.

All proposals must be received by the City of Grass Valley Engineering Division prior to **3:30 p.m. local time November 26, 2025**, at City Hall, 125 East Main Street, Grass Valley, CA 95945. Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted in a sealed package plainly marked as described below.

B. PROPOSAL SUBMISSION AND DEADLINE

Proposals shall be submitted with all documents required and properly signed by the Proposer. Proposals shall be delivered under sealed cover and plainly marked, as follows.

CITY OF GRASS VALLEY – CENTERVILLE BIKE PARK PROJECT
DESIGN-BUILD PROJECT SOQ/RFP
DESIGN-BUILD TEAM'S NAME
DESIGN-BUILD TEAM'S ADDRESS
DESIGN-BUILD TEAM'S PRIMARY CONTACT PERSON, PHONE NUMBER, & EMAIL ADDRESS

The proposer's cost of services shall be submitted in a separate sealed envelope, included with the proposal package, with the firm's name and address along with the following title: Price Proposal:

CENTERVILLE BIKE PARK PROJECT. A breakdown of the CENTERVILLE BIKE PARK PROJECT costs must be included with the overall project cost as directed elsewhere in this RFP.

Proposals may be mailed, or hand delivered to:

**Grass Valley City Hall
Attn: Zac Quentmeyer
City of Grass Valley, Engineering Division
125 East Main Street, Grass Valley, CA 95945**

Each Proposer shall carefully examine each term of this Request for Proposal (RFP); and each Proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposal. Any proposal received after the date and time specified above shall not be considered.

The Proposer shall comply with all federal, state or local laws which apply to the services and products herein specified.

Submitting firms must have the ability to provide the full-range of services, or to team with subcontractors if necessary, to complete the design and construction phases of each component of the overall Project described in this RFP. A Class A – General Contractor License is required for the main construction contractor, or a combination of Class C8 – Concrete Contractor, C12 – Earthwork and Paving Contractor, and all other classes required by the categories and types of work included in the proposal.

Proposers will submit one (1) printed copy of the proposal; and one (1) electronic complete copy of the proposal package, including cost of breakdown for the Project, in fully searchable pdf format on a USB drive. Each proposal must contain the sections as detailed in this RFP.

This solicitation for proposals does not commit the City of Grass Valley to enter into a Contract. The City of Grass Valley reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. The City may accept the proposal that it considers to be in the best interest of the City of Grass Valley, with or without negotiation.

The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

C. INQUIRIES / QUESTIONS

The proposer shall carefully examine this RFP and any addenda that may be posted on the City's website: www.cityofgrassvalley.com.

The proposer shall seek clarification of any ambiguity, conflict, omission or other error in this RFP, in writing. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all Proposers via the City's website. All addenda will be numbered in sequence, dated as of the date of issue, and posted. It shall be the Proposer's responsibility to check the City's website to determine if any addenda have been posted prior to the submittal deadline.

No interpretations of the meaning of the RFP proposal documents will be made orally. All questions concerning this project shall be provided in writing according to the following Procurement Schedule. All questions must be received by the City, in the manner described below.

Faxes: To the attention of the Zac Quentmeyer, at (530) 274-4399
Emailed: To the attention of the Zac Quentmeyer, at: zacq@cityofgrassvalley.com
Mailed: City of Grass Valley, Engineering Division
Attn: Zac Quentmeyer, Project Manager
125 East Main Street,
Grass Valley, CA 95945

Questions may only be submitted to the City's Project Manager until 10:00 AM (PST) on November 21, 2025. All questions will be answered and posted to the website by November 24, 2025.

II. PROJECT OVERVIEW

A. CITY OF GRASS VALLEY

This Request for Proposals is for Design-Build contract to develop an approximately 23,00 square foot new permanent all wheel bike park located at 111 Centerville Rd Grass Valley Ca. The City has established a budget of \$1,100,000 for this turnkey project which will include all design, surveying/mapping, engineering, public outreach, construction and all other actions required to erect a new bike park, complete and in place, ready for public use.

B. PROJECT OVERVIEW

This section provides a project overview for the Project to assist proposers with the minimum items the City will require be included in this Project:

- The intent of this project is to create a high-quality, all-wheel pump track and bike park that blends recreational function with environmental sensitivity and aesthetic harmony. The facility shall provide a safe, engaging, and visually appealing riding experience for users of all ages and skill levels while integrating seamlessly into the surrounding park setting. The design should emphasize flow, sustainability, and long-term durability, using natural materials, thoughtful grading, and native landscaping to minimize maintenance and complement the park's character.
- The Design-Build Contractor shall design and construct the interior of the pump track and surrounding site to achieve a clean, cohesive, and natural aesthetic that integrates with the surrounding park environment. The completed facility shall reflect high-quality craftsmanship, visual appeal, and durability suitable for year-round public use.
- The riding surface shall consist of a smooth, continuous asphalt track featuring a balanced layout of rollers, berms, and banked turns that support both beginner and advanced riders.
- The layout shall promote flow, rhythm, and safe circulation, with multiple line options where feasible.
- Track edges shall transition cleanly into adjacent surface materials to minimize maintenance and improve rider safety.
- Construction of a 6-foot asphalt pathway around the perimeter of bike park connecting back to existing asphalt path at each end shall be included in the design.
- Landscaping shall utilize native or drought-tolerant plant species to enhance aesthetics, support erosion control, and reduce maintenance requirements.
- Plantings shall be used to define circulation areas, provide spectator buffers, and visually soften the perimeter of the riding area.
- All landscaping shall comply with the City's approved plant palette and irrigation standards.
- Grading and drainage improvements shall ensure positive runoff away from the riding surface, preventing puddling and sediment accumulation.
- Perimeter areas and any disturbed soils shall be stabilized with hydroseed, vegetative cover, decomposed granite, or other erosion-resistant materials consistent with the overall design aesthetic.

- Exposed slopes shall be treated to prevent erosion and ensure a stable, finished condition.
- Benches, bike racks, shade structures, trash receptacles, and signage shall be included in the design to support rider and spectator comfort.
- Furnishings shall be of durable, vandal-resistant materials that complement the park's existing aesthetic and color palette.
- Signage shall include facility rules, safety information, and acknowledgment of project sponsors or partners as directed by the City.
- The Contractor shall leave the site in a clean, fully stabilized, and visually appealing condition upon completion.
- All disturbed areas outside the project limits shall be restored to pre-construction or better condition.
- Final grading and landscaping shall blend seamlessly with the surrounding park terrain.
- Preliminary engineering design.
- Community outreach – please provide your suggested methods for community outreach (project website for public comments, public meetings, etc.)
- Surveying, engineering, and design services for the construction of a bike park for the Project, including environmental documentation, engineering cost estimates, final design, plans and specifications, complete contract documents for bidding and other work as necessary to provide a complete Project.
- If required based on proposal, provide potential phasing of the project based on available funding.
- Construction bidding oversight.
- Engineering services during construction for geo-technical testing and to provide solutions if field conditions require a deviation from the approved plans and specs.
- Special inspections during inspection, as required

The proposed Project must meet the safety and standards for the latest design principles for BMX riders, skateboarders, and scooters to develop their skills. The bike park should be designed to assist with the development of gross motor skills and to improve the physical fitness of children. The design shall be naturally integrated with the surrounding environment and feature a mix of beginner, intermediate, and advanced features, with elements designed for all age groups and ability levels. The design of the Project should draw and engage local users to the bike park and should challenge both beginners and experienced users. The bike park should be designed as a one-of-a-kind community attraction and should provide a signature experience for the City of Grass Valley.

C. PROJECT SCOPE

At a minimum, the following main tasks are anticipated to be included in the scope of work for the selected Design-Build Team:

1. Planning: The Design-Build team will coordinate with the construction contractor to obtain all necessary permits and documents required for construction (grading plans, SWPPP,

building permits etc.) prior to commencing construction activities. The design phase of the project will also include public outreach, review of proposed bike park elements proposed based on public outreach, and final selection of facilities with City staff.

2. Project Management: Develop and implement a project design management strategy in accordance with the City and industry standards of care. At a minimum, tasks are to include:
 - a. Conduct a project team kick-off meeting.
 - b. Conduct weekly construction meetings.
 - c. Maintain a project design and construction schedule. The initial project schedule shall be prepared prior to the project team kick-off meeting and presented at that meeting.
 - d. Identify timing and constructability issues and provide preliminary construction sequence.
 - e. Provide progress reports.
 - f. Develop a bid quantity and itemized costs for each individual project component, i.e. detailed schedule of values.
 - g. Prepare and distribute meeting agendas and minutes.
 - h. Prepare monthly billing statements.
3. Quality Assurance/Quality Control: Material/quality control inspection and testing will be provided by the Contractor. The Contractor will be required to re-do all work that does not meet the design intent identified in the approved design, specifications and drawings at no additional cost to the City, unless otherwise accepted by the City. The Contractor will be responsible for ensuring quality control of its crew and subcontractors during construction.

The Design-Build team will include a special inspector as necessary to monitor and document all work progress and ensure construction compliance with approved plan design documents. The inspector will submit all findings, daily reports, and documentation of the project progress and monitoring to the City, including early identification of any specific issues or compliance concerns to the City.
4. Design: The Design-Build team will produce design drawings and specifications required for construction of each project component.

Prepare 30% Schematic Design (SD) documents. Schematic level design plans will graphically present the design intent of all major project elements. The Design-Build team shall submit the 30% Schematic Design documents to the City for review and comment.

The Design-Build team shall be required to facilitate and participate in public meetings to solicit input regarding and convey the design concept to the public and other City stakeholders.

Prepare 90% Design Development (DD) documents based on comments provided on the 30% (SD) documents. The design team shall submit the 90% Design Development documents to the City for review and comment.

Prepare 100% Construction Documents (CD) based on comments provided on the 90% (DD) documents. The design team shall submit the 100% Construction Documents to the City and other applicable review agencies for review and comment or approval. 100%

Construction Documents shall be sealed by an appropriately licensed professional in the State of California.

The Design-Build team shall also adhere to the industry standard of care for such public facilities, and provide plans, specifications and details for a fully complete and operable final facility. The selected Team will be required to produce As-Built documents that show all improvements, including drawings, specifications, operation and maintenance manuals, submittals and documentation with English language interpretations.

5. Construction Management: The Design-Build team shall identify timing and constructability issues to the City and provide a preliminary proposed construction sequence.
6. Construction: Construction and other required work for each individual project component will be performed by the licensed contractor portion of the Design-Build team.
7. Disposal/Recycling: Waste AC, concrete, and other debris and waste products produced during construction will be disposed of or recycled appropriately by the Contractor.
8. Start-up and Operator Training: The Design-Build team will be required to provide training for City personnel in the proper operation and maintenance of the equipment and systems installed under this contract. All costs for training will be the responsibility of the Design-Build team.
9. Project Close Out – Project As-Builts shall be supplied to the City upon completion of all construction, prior to payment of the final project invoice.

D. PROJECT BUDGET

The Guaranteed Maximum Price (GMP) Design-Build budget for this project will be \$1,100,000. The GMP shall include all design and construction costs, contingencies, indirect and reimbursable expenses, taxes and fees to complete the project. This is the limit of the available project funding for the Design-Build team.

E. REFERENCE DOCUMENTS

Reference documents are included in the attached Special Provisions and Design-Build Contract, which the Proposer must adhere to.

III. PROCUREMENT INFORMATION

A. PROCUREMENT SCHEDULE

The procurement schedule for the Design-Build Services is as follows:

Task	Date
Issue Request for Qualifications (RFQ) & Proposals	October 17, 2025
Deadline for Questions and Clarifications	November 21, 2025 at 10:00AM (PST)
Responses and Addenda Posted	November 24, 2025
Statements of Qualification and Proposal Due	November 26, 2025 at 3:30PM (PST)
Interview Teams (Optional)	TBD
Award of Contract	January 13, 2026 (tentative)
City Issues Notice to Proceed (NTP)	January 27, 2025 (tentative)
Project Kick-Off Meeting	TBD
Construction Completion	TBD
Performance Guarantee Period	One Year from Final Acceptance

B. PROPOSAL DOCUMENT OWNERSHIP AND CONFIDENTIALITY

All submitted SOQ documents will become the property of the City, and the City reserves the right to use proposal materials at its sole discretion. Proposal documents are subject to public inspection and disclosure under the California Public Records Act, except for any financial statements or proprietary information. The City will make the final determination on whether any requested content shall be withheld from public records.

C. CITY RIGHTS

The City reserves the right to:

- Terminate the RFQ/RFP process at any time
- Re-issue the RFQ/RFP if the City determines the SOQ/proposals received are non-responsive or the public interest is best served by reissuance
- Not conduct interviews for the shortlist process
- Modify the number of shortlisted teams
- Add or remove project components throughout the RFQ/RFP process based on budget issues or public outreach recommendations

D. OVERVIEW OF THE PROJECT DELIVERY PROCESS

The City's procurement process for the Project will follow the steps listed below:

1. Request for Design-Build Team Qualifications (RFQ) and proposals (RFP)
2. SOQ and proposal review process
3. Firm interviews (optional)
4. Firm recommendation
5. In-person meetings and negotiations as necessary
6. Submittal of final price proposal
7. Recommendation to City Council for selection
8. Execution of design-build agreement

E. OBLIGATION TO KEEP PROJECT TEAM INTACT

The Design-Build Team shall make every effort to keep the Key Team Members identified in the Design-Build Team's proposal forms intact throughout the project procurement and execution process. If a Key

Team Member changes at any time during the procurement process, the Design-Build Team shall submit a formal request to change the Key Team Member and provide qualifications of the new Key Team Member proposed. The City reserves the right to reject the proposed Key Team Member, and the City may disqualify a team from consideration if the Key Team Member change is determined to be not equal to the original team proposed.

F. SKILLED AND TRAINED WORKFORCE COMMITMENT

The Design-Build entity shall not be prequalified or shortlisted unless the entity provides an enforceable commitment to the City that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeship occupation in the building and construction trades.

G. EXAMINATION REQUIREMENTS

Each Design-Build Team shall carefully examine the requirements of this SOQ/RFP. Each Design-Build Team shall meet all terms and conditions of the SOQ/RFP. By submitting a proposal, the Design-Build Team acknowledges acceptance of all provisions of the SOQ/RFP.

IV. SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

A. SOQ SUBMITTAL DEADLINE AND LOCATION

See RFQ/RFP Section I for submittal date and location requirements. SOQs received after the deadline will not be considered.

B. PROPOSAL ORGANIZATION

The Proposer shall provide information in accordance with the format requirements set forth in this section.

- Section 1: Acknowledgements and Qualifications
- Section 2: Technical Approach
- Section 3: Proposal

Proposers shall submit their Proposals in sealed boxes or envelopes.

Proposals shall be in the English language and units of measurement shall be those used in the United States. Proposers shall incorporate graphics (e.g., diagrams and drawings) as necessary to clearly present their Proposals. Sales brochures are not desired unless directly related to the Proposal and referenced in the text. Audiovisual materials will not be accepted. The maximum number of pages that the Proposal shall contain is 30 (excluding attachments and exhibit forms). A clear and concise presentation of information is encouraged.

C. PROPOSAL CONTENT

The Proposer shall provide the appropriate information in accordance with the content requirements set forth in the following Sections, and with the format requirements set forth in this section. Proposers are advised that, if selected, information contained in portions of Proposal will be included in or integrated into the Contract.

Any exceptions to the contract or proposed scope of work must be explicitly stated and explained.

STATEMENT OF QUALIFICATIONS

Section 1 – Experience and Qualifications

- 1.1. Proposal Transmittal Letter
- 1.2. Project Team Profile
- 1.3. Key Project Staff
- 1.4. Experience and Reference Projects

Section 2 – Technical Approach

- 2.1. Problem Statement/Scope of Work
- 2.2. Project Management and Partnering
- 2.3. Project Approach
- 2.4. Project Schedule
- 2.5. Drawings and Diagrams (optional)

Section 3 – Proposal

- 3.1. Schedule of Values

D. SECTION 1: EXPERIENCE AND QUALIFICATIONS

Each Proposer shall demonstrate that the Proposer's technical experience and qualifications are suited to undertake the project.

SECTION 1.1. PROPOSAL TRANSMITTAL LETTER

One Proposal Transmittal Letter shall be submitted from the Proposer, acknowledging, among other things, that the Proposer has completely reviewed and understands and agrees to be bound by the requirements of this SOQ/RFP.

The Proposal Transmittal Letter and all attachments thereto must be signed by a representative of the Proposer who is empowered to sign it and to commit the Proposer to the obligations contained in the Proposal. If the Proposer is a partnership, the Proposal shall be signed by one or more of the general partners. If the Proposer is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. Anyone signing the Proposal as an agent must file with it legal evidence of his or her authority to execute such Proposal.

SECTION 1.2. PROJECT TEAM PROFILE

A complete project team profile of the proposer's Design-Build team shall be submitted. Proposers shall demonstrate their ability to undertake the Project by providing the technical experience and qualifications of the Proposer, its Significant Subcontractors, any additional team members with key experience related to the Project, and individual team members related to the design, construction, startup and testing of the Project.

SECTION 1.3. KEY PROJECT STAFF

A list of key project staff indicating name of individual, and their role shall be submitted. Key project staff should include, but are not limited to: Project Manager, Project Superintendent, Construction Project Manager, Design Manager and Engineer of Record. For each key team member, a resume should be attached (not to exceed one single-sided page each).

SECTION 1.4. EXPERIENCE AND REFERENCE PROJECTS

The Proposer shall describe up to five of its most recently completed and relevant projects. This should include the General Contractor member's largest, or most similar, completed design-build project within the last five years. The projects may be public or private, but preferably located within California. A brief description of these selected projects shall be provided, including the history of operation, current status, and a description of the Proposer team's specific involvement in these projects. Names and references must be current and verifiable.

E. SECTION 2: TECHNICAL APPROACH

This section shall present the Proposer's understanding of the project, i.e. the problem and issues that the project will resolve, and outline the Proposer's approach to implementing the project, from project kick-off through design, construction and completion.

SECTION 2.1. PROBLEM STATEMENT / SCOPE OF WORK

This section shall present the proposer's understanding of the problem that the project aims to rectify and outline the proposer's understanding of the scope of work to be completed by the

design build team. The benefits of using the Design Build approach should be addressed as well as the key project challenges.

SECTION 2.2. PROJECT MANAGEMENT / PARTNERING

This section shall describe the proposed project management approach to coordination of various tasks and services. In addition to tracking scope, schedule, budget and general administrative functions for the project, the project manager must facilitate developing the final designs with City input and approval. The project manager must also be prepared to coordinate the various implementations and construction work with City staff and facilities, which must remain in service throughout the project with only minor, pre-approved shutdowns.

It is of utmost importance to the City that it selects a competent and compatible business partner for implementation of the Project. The City desires that this business relationship be one of optimum mutual benefit to both parties and that it be conducted in a team partnership environment. The Proposer shall describe its process of assembling a qualified project team and for fostering a team partnership environment on this Project.

City review and participation is an essential part of the City's collaboration with the Design/Builder in the design, construction, testing and startup of the Project. The Proposer shall describe the partnering approach that will be used during various phases of the Project and describe the proposed degree and nature of involvement of City and Proposer staff.

Provide an organization chart showing key team members, respective lines of communication. Include subcontractors, specialty services, quality control staff, inspectors, and other staff to illustrate the full team and organizational structure.

SECTION 2.3. PROJECT APPROACH

This section shall present the Proposer's plan to implement the Project. The Proposal shall be in sufficient detail so that the City can ascertain the Proposer's ability to comply with the requirements of the Conceptual Documents. It is not the intent of this RFQ/RFP to require the Proposer to repeat detailed information in the Conceptual Documents. In general, the information provided shall be that which supplements or takes exception to the Conceptual Documents. The Proposer shall clearly describe the specifics of the Project. The following topics shall be addressed:

Design

- Description of the design firm(s) process of taking existing concepts to final design with City involvement.
- Description of design firm(s) involvement in construction, testing and startup.
- Sequencing and coordination of design, construction, testing, and training of City staff.
- Description of how the construction organizations will be integrated with the design organization during all phases of design in order to promote constructability, value engineering and efficiency of design and construction.

Quality Management

- Overall quality approach.
- Minimum staffing and resource commitment.
- Understanding of design change process during construction.
- Description of the Proposer's procedures to identify any potential causes of unacceptable design-build Work.

- Project Safety, including safety of Proposer's staff, and all others that may be present on or adjacent to the site, including the City, consultants, and the public.

SECTION 2.4. PROJECT SCHEDULE

The Proposer shall include a Project schedule that presents the major activities necessary to implement the Work. The schedule should commence with the Notice to Proceed and extend to completion of the Work. The Proposer should indicate proposed task start and finish dates, key interim Milestones, and proposed City meeting dates. The proposed schedule shall include all proposed major activities for completing the Work, including ordering and delivery of equipment requiring long lead times, and shall identify the interrelationship between tasks.

SECTION 2.5. DRAWINGS AND DIAGRAMS

Supplemental drawings or diagrams which help explain the technical approach to be followed by the proposer's team may optionally be included.

F. SECTION 3: PROPOSAL

Section 3 of the Proposal shall constitute the formal price proposal and a detailed estimated schedule of values.

SECTION 3.1: SCHEDULE OF VALUES

Cost Estimate for the Design-Build project, including an itemized breakdown by element of the project. A detailed schedule of proposed costs shall be provided as part of this proposal.

G. GENERAL INFORMATION

Proposals shall include the following qualification criteria in accordance with the City's Municipal Code Chapter 3.10 – Design Build Projects:

- Possession of all required licenses, registrations, and credentials in good standing that are required to design and construct the project.
- Submission of evidence establishing the design-build entity has the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance, as well as a financial statement demonstrating to the city's satisfaction that the design-build entity has the capacity to complete the project.
- Provision of a declaration that the applying members of the design-build entity have not had a surety company finish work on any project within the past five years.
- Provision of a declaration providing detail for the past five years concerning all of the following:
 1. Civil or criminal violations of the Occupational Safety and Health Act against any member of the design-build entity;
 2. Civil or criminal violations of the Contractors' State License Law against any member of the design-build entity;
 3. Any conviction of any member of the design-build entity of submitting a false or fraudulent claim to a public agency;

4. Civil or criminal violations of federal or state law governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding or unemployment insurance payment requirements against any member of the design-build entity. For purposes of this section, only violations by a design-build entity member as an employer shall be deemed applicable, unless it is shown that the design-build entity member, in his or her capacity as an employer, had knowledge of a subcontractor's or employee's violations or failed to comply with the conditions set forth in Section 1775(b) of the State Labor Code;
 5. Civil or criminal violations of federal or state law against any design-build entity member governing equal opportunity employment, contracting or subcontracting;
 6. Any construction or design claim or litigation totaling more than fifty thousand dollars pending or settled against any member of the design-build entity over the last five years;
 7. Any debarment, disqualification or removal from a federal, state, or local government public works project.
- Provision of a declaration that the design-build entity will comply with all other provisions of law applicable to the project. The declaration shall state that reasonable diligence has been used in its preparation and that it is true and complete to the best of the signer's knowledge.

In the case of a partnership or other association that is not a legal entity, a copy of the agreement creating the partnership or association and specifying that all partners or association members agree to be fully liable for the performance under the design-build contract.

V. EVALUATION AND RANKING PROPOSALS

Following the Proposal conformance and Minimum Qualifications review, the Selection Committee will evaluate the Proposals in accordance with evaluation criteria set forth herein. The City, at its sole discretion, shall have the right to seek written clarifications from any of the Proposers in order to fully understand the nature of the submittals and evaluate the Proposers. The City shall have the sole and final authority to evaluate the submitted Proposals and to determine the ranking of Proposers.

Minimally qualified proposals will be evaluated and may receive up to a maximum of 100 points. The maximum possible points under each evaluation criterion are set forth below in Table V-1. The evaluation criteria are described below. The sub criteria are also described but are not necessarily listed in order of importance and are not necessarily of equal weight.

Table V-1	
Evaluation Criteria	Points
Team Qualifications for Design-Build Projects	40
Technical Approach to Design-Build Projects	45
Project Schedule	15
Total	100

A. PROPOSER TEAM QUALIFICATIONS FOR DESIGN-BUILD PROJECTS

Under these criteria, Proposers will be evaluated based upon their experience and qualifications in providing services similar to the proposed Work. The Proposer Qualifications criteria include the sub-criteria presented in Table A-1.

TABLE A-1 QUALIFICATIONS CRITERIA	
Subcriteria	Evaluation Factors
Team Structure, Management and Working History	Soundness of team and management structure. Previous working relationships of the Proposer's team members, if any.
Experience and Past Performance	Design and construction experience and past performance on similar projects. Construction experience and past performance on similar projects. Understanding project requirements, issues, and challenges.
Key Project Staff Experience and Ability of Professional Personnel	Proposers shall be evaluated based on the strength of "key project staff" as well as the depth of experienced staff resources available within the Proposer structure, including: Design experience and past performance on similar projects. Construction experience and past performance on similar projects. Alternative contracting experience (Design-Build) and past performance on similar projects.

B. TECHNICAL APPROACH FOR DESIGN-BUILD PROJECTS

The Technical approach will be evaluated on the Proposer's ability to meet the performance requirements and provide the Work described in the RFQ/RFP. The Technical Evaluation Criteria include the following sub criteria presented in Table B-1.

TABLE B-1 TECHNICAL APPROACH CRITERIA	
Subcriteria	Evaluation Factors
Project Implementation	Approach to be followed and tasks to be performed. The Proposer shall describe the partnering approach that will be used during various phases of the Project and describe the proposed degree and nature of involvement of City and Proposer staff.
Design/Build	Description of the design firm(s) process of taking existing concepts to final design with a government agency involvement. Description of how the construction organizations will be integrated with the design organization during all phases of design in order to promote constructability, value engineering and efficiency of design and construction. Description of the Proposer's procedures to identify any potential causes of unacceptable design-build Work.
Project Schedule	Demonstrated understanding of the activities and sequencing necessary to complete the Project.

C. TEAM INTERVIEWS (OPTIONAL)

The City, at its sole discretion, may conduct interviews of some or all of the proposal teams (shortlisted teams) to: 1) meet the team(s), 2) confirm or adjust scores based on the written Proposals, and 3) in the case of a tie between shortlisted teams, select the best apparent team for the Project.

VI. SELECTION PROCEDURE

Responses to this RFQ/RFP will be reviewed by the City and City representatives. Evaluation of the proposals shall be a competitive selection, based on the basis of overall best value to the City and not on price alone. The City shall have absolute discretion to determine the applicability and weight or relative weight of some or all of the criteria listed in the previous sections and is not required to select the lowest monetary bidder.

It is understood that if the Proposer to whom any award is made fails to enter into a contract, the award may be made to the next best Proposer, who shall be bound to perform as if she/he received the award in the first instance.

The City reserves the right to reject any or all proposals and any item or items therein, and to waive any non-conformity of proposals with this RFP/RFP, whether of a technical or substantive nature, as the interest of the City may require.

All price bids in the proposal shall include federal, state, local and other taxes. Nothing contained in this RFQ/RFP shall create any contractual relationship between the proposing Proposer and the City. The City accepts no financial responsibility for costs incurred by any proposing Proposer regarding this RFP. All Proposers will receive notification indicating acceptance or rejection of their proposal.

Subcontractors are the responsibility of the selected Proposer and there will be no contractual relationship between the subcontractor and the City.

Submission of a proposal will be deemed a binding offer to enter into a contract on the terms contained therein for 90 days from the proposal opening.

VII. TERMS AND CONDITIONS

A. CONFLICT OF INTEREST

Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Grass Valley may not accept gratuities, entertainment, meals, or anything of value whatsoever from current or potential suppliers. The offer of such gratuity to any employee of the City shall be cause for declaring such supplier to be an irresponsible bidder and preventing them from bidding.

B. SIGNED SUBMISSION OF PROPOSALS

The submission of proposals must be signed in longhand by the offeror with his/her usual signature. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of partner signing; submission of proposals by corporations must be signed with legal name of corporation of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

C. ADDENDUM OF THE RFP

If it becomes necessary to revise any part of this SOQ/RFP, an addendum will be provided in writing to all offerors via the City's website. All addenda issued during the time of bidding will be incorporated into any resulting contract.

D. LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in SOQ/RFP will not be considered.

E. WITHDRAWAL OF SUBMISSION OF PROPOSALS

Any service provider may withdraw his/her submission of proposals, either personally or by written or facsimile request at any time prior to the time set for the proposals' opening, provided that written confirmation of any facsimile withdrawal of the signature of the service provider is placed in the mail and postmarked prior to the time set for the opening thereof.

Negligence on the part of the service provider in preparing his/her submission of proposals confers no right of withdrawal or modification of his/her submission after such submission has been opened.

F. LETTERS OF OBJECTION

Any offeror believing that any part of the SOQ/RFP, including the specifications and/or the evaluation procedures, is discriminatory against the offeror or precludes the offeror from being given reasonable consideration in the evaluation process must submit a letter five (5) days prior to the scheduled opening date specified in the cover letter, to the City's Purchasing Manager clearly stating the specific objection and the areas of concern to the offeror and including proposed method for resolution of such objections. Offerors are cautioned that any such objections not timely raised in the manner specified herein shall not be considered. The City, upon timely receipt of any such letter of objection, shall consider the offeror's objection and, when in the opinion of the City, a modification of the SOQ/RFP shall service the best interest of the City; revisions to the SOQ/RFP, in the form of a written addendum shall be issued to all offerors.

G. PUBLIC INFORMATION

After the date specified for the opening of the SOQ/RFP, all materials received relative to this proposal will become public information and be available for inspection. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

H. SERVICE PROVIDER'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to this RFP are entirely the obligation of the service

provider and shall not be chargeable in any manner to the City of Grass Valley.

I. PROPOSAL VALIDITY PERIOD

Submission of a proposal will signify the supplier's Agreement that his/her proposal is valid for at least ninety (90) days from the date of opening.

J. PERMITS & LICENSES

Proposer shall secure and maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business, including a City of Grass Valley business license.

K. BOOKS AND RECORDS

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project.

L. ACCESS TO BOOKS AND RECORDS

Make such books, records, supporting documentations, and other evidence available to the City and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the project.

M. CONTRACT TERMS AND CONDITIONS

Proposer shall agree to all terms and conditions identified in the attached sample contract, including adherence to terms of indemnity, insurance and project bonding requirements.

EXHIBITS

The information provided in Exhibits 1-4 is not guaranteed to be accurate. It is the responsibility of the proposer to verify all information.

Exhibit 1: Conceptual Drawings

Exhibit 2: Site Pictures

Exhibit 3: Design-Build Contract

Exhibit 4: Special Provisions



GRASS VALLEY BIKE PARK

CONCEPTUAL - PHASING PLAN



0 20 40
SCALE: 1" = 20'

Exhibit2 Site Photos





CONTRACT NO. _____

**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

CONSTRUCTION CONTRACT

THIS CONTRACT is made on the date set forth below, by and between the CITY OF GRASS VALLEY, a municipal corporation within the State of California (hereinafter "CITY"), and _____, a type in business form and state of license i.e. California Corporation, (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

ARTICLE 1: SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Contract No. _____ entitled: CENTERVILLE BIKE PARK PROJECT NO. 24-08, hereafter "PROJECT", in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the Project shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the CITY, or its representatives.

ARTICLE 2: CONTRACT PRICE

- 2.1. The CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of _____ (\$ _____) subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3: CONTRACT DOCUMENTS

- 3.1. The complete Contract consists of the following documents, to wit:
Notice to Contractors
Executed Proposal, including the Bidder's Bond and Non-Collusion Affidavit
Construction Contract
Project Plans for this Project
Special Provisions for this Project
City of Grass Valley Improvement Standards
Executed Performance Bond
Executed Labor and Materials Bond
Labor Code Section 1861 Certification
List of Subcontractors
- 3.2. Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to be interpreted so that any work called for in one and not mentioned in another or vice versa is to be executed as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES

- 4.1. The Commencement date for determination of the time for completion shall be the date the City

engineer directs the CONTRACTOR to proceed, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract within **XXXXX working days** after said commencement date, as adjusted and provided for in the Contract Documents.

- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, the CITY will be damaged. As it is and will be impracticable to ascertain and determine the actual damage the CITY will sustain, CONTRACTOR agrees to pay to CITY five hundred dollars (\$500.00) per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. Time is of the essence in this contract. CONTRACTOR further agrees that CITY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by CITY in its sole discretion, CITY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.10 Liquidated Damages, latest edition.

ARTICLE 5: INDEMNITY & HOLD HARMLESS

- 5.1. The CITY, and all its officers, agents, employees, outside parties hired to inspect and/or design the work, and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its acceptance.
- 5.3. The CONTRACTOR shall indemnify and save harmless the CITY, and its officials, officers, agents, employees, or consultants and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except as otherwise provided by statute or section 5.6 below. CONTRACTOR's duty to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the CITY, its officials, officers, employees, agents, consultants, or volunteers.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the CITY, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the CITY, the CONTRACTOR, the subcontractors or employees of any of these, other than the sole or gross negligence of the CITY, its officials, officers, employees, agents, consultants, or volunteers.
- 5.6. In compliance with and pursuant to Government Code § 4215, CITY shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by CITY in the plans and specifications made a part of the invitation for bids. CITY shall compensate CONTRACTOR for its reasonable and actual costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of CITY or the owner of the

utility to provide for removal or relocation of such utility facilities.

ARTICLE 6: INSURANCE

6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted. The Current evidence of coverage provided to the City shall be for the entire required period of insurance, including the one (1) year warranty period.

6.1.1 Any deductibles must be declared to, and approved by, the City.

6.2. In the event any of the required policies are canceled or expire before the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance before cancellation or expiration, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

6.3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

6.3.a. The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work.

6.3.b. By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract.

6.3.c. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

6.3.d. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

6.3.e. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars (\$1,000,000) each accident for bodily injury by accident
- One Million dollars (\$1,000,000) policy limit for bodily injury by disease
- One Million dollars (\$1,000,000) each employee for bodily injury by disease

6.3.f. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

6.3.g. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity."

6.4. GENERAL LIABILITY INSURANCE:

- 6.4.a. Comprehensive General Liability or Commercial General Liability insurance no less broad than ISO form CG 00 01, covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.
- 6.4.b. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).
- 6.4.c. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
1. The limits of liability shall not be less than:
 - One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One Million dollars (\$1,000,000) for Personal Injury Liability
 - Two Million dollars (\$2,000,000) for Products-Completed Operations
 - Two Million dollars (\$2,000,000) General Aggregate
 2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).
- 6.4.d. Special Claims Made Policy Form Provisions:
- CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the prior written consent of CITY, which consent, if given, shall be subject to the following conditions:
1. The limits of liability shall not be less than:
 - One Million dollars (\$1,000,000) each Occurrence (combined single limit for bodily injury and property damage)
 - One Million dollars (\$1,000,000) for Personal Injury Liability
 - Two Million dollars (\$2,000,000) Aggregate for Products Completed Operations
 - Two Million dollars (\$2,000,000) General Aggregate
 2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the Contract to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

6.5. CONFORMITY OF COVERAGES:

- 6.5.a. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these

minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

6.6. ADDITIONAL REQUIREMENTS:

- 6.6.a. Premium Payments: Insurers shall have no recourse against the CITY, its funding agencies, its officers and employees, or any of them for payment of any premiums or assessments under any policy.
- 6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.
- 6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 6.6.d. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- 6.6.e. Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.
- 6.6.f. Project Reference: The Comprehensive or Commercial General Certificate of Insurance must reference the project specifically by project title.

6.7. ENDORSEMENTS:

- 6.7.a. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled, materially reduced, or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."

"Provisions Regarding the Insured's Duties: " Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City of Grass Valley, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

The City of Grass Valley's policy of insurance shall be excess and noncontributing: "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the City of Grass Valley and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Grass Valley and additional insureds, and no insurance held or owned by the City of Grass Valley and additional insureds shall be called upon to contribute to a loss."

6.8. AUTOMOBILE LIABILITY INSURANCE:

- 6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.
- 6.8.b. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.
- 6.8 c. Endorsements: The endorsements listed above for each Comprehensive or General Liability Policy shall also apply to the Automobile Liability Policy.
- 6.8 d. Required Evidence of Coverage: Properly completed Certificate of Insurance.

ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS

- 7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of any terms of that proposal conflicting herewith.

ARTICLE 8: BOND REQUIREMENTS

- 8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the CITY. CITY shall retain the Performance Bond for a one-year guarantee period from the date of the CITY'S acceptance of the work.
- 8.2. The bonds shall be obtained from a California admitted surety licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by CITY.
- 8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.
- 8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration, or addition to any of the terms of the Contract Documents.

ARTICLE 9: COMPLIANCE WITH LAWS

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless the Contract Documents specifically state elsewhere that CITY shall obtain a particular permit) and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by CITY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order, or decree, the CONTRACTOR shall forthwith report the same to the CITY in writing.
- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to CITY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to CITY that it is

licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to perform this Contract.

- 9.4.** CONTRACTOR is required to ensure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to ensure (a) the proper labeling of any substance brought onto the Project premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5.** CONTRACTOR is required to comply with Health & Safety Sections 25249.5 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6.** CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.
- 9.7.** CONTRACTOR shall give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep, in accordance with Public Contract Code § 7104.
- 9.8.** CONTRACTOR and CITY shall comply with the following provisions
- Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
 - Public Contract Code §§ 9204, 20104 requires the City and contractors to follow a claims resolution process for public works contract disputes
 - Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
 - Public Contract Code §§ 10263, 22300 which allow CONTRACTOR to substitute securities for any monies withheld by the AGENCY to ensure performance under the Contract.
 - Pursuant to Labor Code § 1776 each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records enumerated here shall be verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
 - Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - The information contained in the payroll record is true and correct.
 - The employer has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
 - CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services

or expenditures and disbursements charged to CITY under this Agreement for a minimum of three years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three years after final payment under the Agreement.

- Public Contract Code § 10198.2 requires CONTRACTOR to provide an enforceable commitment that it and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeshipable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of that Code.
- California Labor Code § 1725.5 requires CONTRACTOR be registered with the Department of Industrial Relations; possess applicable licenses in accordance with Chapter 9 of Division 3 of the Business and Professions Code; not have any delinquent liability for any assessment of back wages or related damages; not currently be debarred from public works; and be lawfully registered with no outstanding renewal fees.
- CONTRACTOR must comply with statutory requirements relating to certified copies of payroll, pursuant to California Labor Code § 1776.
- CONTRACTOR must comply with the statutory requirements relating to the employment of apprentices, including the payment of prevailing wages for required pre-employment training or testing, pursuant to California Labor Code § 1777.5, for contracts of \$30,000 or more.
- CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by the Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. The CONTRACTOR shall forfeit as a penalty to CITY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by the CONTRACTOR or by any Subcontractor of the CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of said Labor Code.
- Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relations' (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than \$15,000.

ARTICLE 10: PROGRESS SCHEDULE

- 10.1.** The CONTRACTOR shall submit within 10 days (or as specified in the Special Provisions for this Project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The CITY may comment on the work schedule. Acceptance of the schedule by CITY shall not constitute approval of the Plan by CONTRACTOR for completion of the work

- 10.2.** The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this Project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.
- 10.3.** No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls 10 working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on schedule.

ARTICLE 11: PROMPT PAYMENT PROVISIONS

- 11.1.** Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this agreement.
- 11.2.** If CITY fails to make a progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- 11.3.** CITY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. The CITY shall return any payment request determined to be improper to CONTRACTOR as soon as practicable, but not later than seven days after receipt. A request returned pursuant to this paragraph shall be accompanied by a writing setting forth why the payment request is improper.

ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT

- 12.1.** CONTRACTOR and all subcontractors offer and agree to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective when the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE 13: PREVAILING WAGES

- 13.1.** CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The CONTRACTOR agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7 of the Department of Transportation Standard Specifications and these Contract Documents.
- 13.2.** Contractor acknowledges that this contract is subject to prevailing wage law, including, but not limited to, California Labor Code Sections 1773.2 and 1775 as follows:

The Contractor shall pay the prevailing wage rates for all work performed under the Contract. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to City \$200.00, or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract employed in the execution of the work by Contractor or by any Subcontract under Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the

prevailing wage rate shall be paid to each worker by the Contractor.

ARTICLE 14: SEVERABILITY.

- 14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

ARTICLE 15: COMPLETE AGREEMENT

- 15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

ARTICLE 16: INTERPRETATION

- 16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- 16.2. In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

ARTICLE 17: GOVERNING LAW

- 17.1. This Contract is subject to the laws and jurisdiction of the State of California. Venue for any legal proceeding brought in conjunction with this Contract shall be the Superior Court of the County of Nevada, State of California. Contractor waives any federal court removal rights it may have pursuant to any applicable law.

ARTICLE 18: BID ITEMS

[illegible]

TOTAL COST: \$_____

Name of Contractor/Company

WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

“CITY”

CITY OF GRASS VALLEY

By: _____
Hillary Hodge, Mayor

Date: _____

Award of Contract No. _____

By the City Council On:

Date: _____

APPROVED AS TO PROCEDURE

By: _____
Bjorn P. Jones, PE
City Engineer

Date: _____

APPROVED AS TO FORM

By: _____
Michael G. Colantuono
City Attorney

Date: _____

ATTEST:

By: _____
Taylor Whittingslow
City Clerk

Date: _____

“CONTRACTOR”

(Type full legal name of contractor, entity
type, state of organization here)

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Officer Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

**Licensed in accordance with an act
providing for the registration of
Contractors,**

Contractor's License Number: _____

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

ATTACHMENTS

1. Labor Code Section 1861 Certification
2. Labor & Materials Bond
3. Faithful Performance Bond
4. List of Subcontractors
5. Campaign Contribution Disclosure Form

CERTIFICATION
LABOR CODE SECTION 1861

STATE OF CALIFORNIA
CITY OF GRASS VALLEY

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Executed at : _____

On: _____

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

CONTRACTOR - EMPLOYER

BY: _____

PRINT NAME: _____

TITLE: _____

BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, CITY OF GRASS VALLEY, STATE OF CALIFORNIA, hereinafter called the "Owner" has awarded to _____, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

CENTERVILLE BIKE PARK, PROJECT NO. 24-08

AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and _____ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of _____ Dollars (\$_____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 9100, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 9554, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 8608 and 9566.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that surety covenants that it is an Admitted Surety Insurer in the State of California as defined by California Code of Civil Procedures, Section 995.120. .

*SURETY Attorney-In-Fact
(Signature must be notarized)
Date: _____

CONTRACTOR
(Signature must be notarized)
Date: _____

Address of Surety: _____

*** ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS THAT WE _____, the Contractor in the Contract hereto annexed, as principal, and _____ as Surety are held and firmly bound unto the City of Grass Valley in the sum of _____ Dollars (\$_____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents

THE CONDITION of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the CITY, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of **CENTERVILLE BIKE PARK NO. 24-08** in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

*SURETY Attorney-In-Fact
(Signature must be notarized)
Date: _____

CONTRACTOR
(Signature must be notarized)
Date: _____

Address of Surety: _____

***ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

LIST OF SUBCONTRACTORS

The Contractor shall list the name, address, and contractor's license classification and number of each Subcontractor required to be listed by Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, and the Special Provisions, and designate the portion and percentage of the work to be performed by the Subcontractor, to whom the Contractor proposes to subcontract portions of the work. ***The California contractor license designation and number shall be included for all subcontractors doing work in excess of 0.5 percent of the total Project Contract price, or \$10,000.00, whichever is greater.***

Subcontractor Name, Address & Email	License Designation Number	Description of Portion of Work Contracted With Applicable Item(s) #	% of Work per Bid Item	Dollar Amount of Work

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months after the City makes a final decision. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, in the past 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months after the City makes a final decision. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months after the City makes a final decision.

3. Before the City makes a decision as to a proceeding, any councilmember or commissioner who received contributions of more than \$500 in the past 12 months from any party to a proceeding, or agent, shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of: (a) making the decision, or (b) knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closely held corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent have made a campaign contribution of more than \$500 to a councilmember or commissioner in the past 12 months, all contributions made by you or your agent in that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- ☐ License
- ☐ Lease
- ☐ Permit
- ☐ Franchise
- ☐ Other Contract
- ☐ Other Entitlement

Name and address of any party, participant, or agent who contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____



**CITY OF GRASS VALLEY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

SPECIAL PROVISIONS

FOR

**CENTERVILLE BIKE PARK PROJECT
PROJECT NO. 24-08**

TABLE OF CONTENTS

	<u>Page Number</u>
SECTION 1 GENERAL SPECIFICATIONS AND PLANS.....	1
1-1.01 GENERAL	1
1-1.02 REVISED STANDARD SPECIFICATIONS AND STANDARD PLANS	1
1-1.03 DEFINITIONS AND TERMS	1
SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES	2
4-1.01 GENERAL	2
4-1.02 HOLIDAYS	2
4-1.03 WINTERIZATION	3
4-1.04 PRE-CONSTRUCTION CONFERENCE.....	3
4-1.05 ARCHAEOLOGICAL FINDS	3
4-1.06 EXTRA WORK	3
4-1.07 SCOPE OF WORK	3
4-1.08 ELIMINATION OF ITEMS OF WORK	4
SECTION 5 GENERAL	4
SECTION 5-1 MISCELLANEOUS	4
5-1.01 LABOR NONDISCRIMINATION	4
5-1.02 LABOR CODE REQUIREMENTS.....	4
5-1.03 PREVAILING WAGE	4
5-1.04 SUBCONTRACTING	4
5-1.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	5
5-1.06 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	5
5-1.07 PAYMENTS.....	5
5-1.08 INTEREST ON PAYMENTS.....	5
5-1.09 WITHHOLDS.....	5
5-1.10 PLANS AND WORKING DRAWINGS.....	5
5-1.11 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK	6
5-1.12 DIFFERING SITE CONDITIONS	6
5-1.13 VALUE ENGINEERING	6
5-1.14 PUBLIC SAFETY	6
5-1.15 TESTING	8
5-1.16 RESPONSIBILITY TO OTHER ENTITIES	8
5-1.17 AREAS FOR CONTRACTOR'S USE.....	8
5-1.18 SOUND CONTROL REQUIREMENTS	8
5-1.19 PROJECT APPEARANCE	9
5-1.20 RECORDS.....	9
5-1.21 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD ..	9
5-1.22 CONTRACTOR'S LICENSING LAWS	9
5-1.23 ARBITRATION.....	10
5-1.24 NOTICE OF POTENTIAL CLAIM.....	11
5-1.25 FINAL PAYMENT AND CLAIMS	11
5-1.26 SURFACE MINING AND RECLAMATION ACT	12
5-1.27 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES	12
5-1.28 EXCAVATION SAFETY PLANS	12
5-1.29 AIR POLLUTION CONTROL.....	12
5-1.30 PERMITS.....	12
5-1.31 INSURANCE	13
5-1.31.1 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.....	13
5-1.31.2 GENERAL LIABILITY INSURANCE	13
5-1.31.3 CONFORMITY OF COVERAGES	14
5-1.31.4 ADDITIONAL REQUIREMENTS	14
5-1.31.5 ENDORSEMENTS	14
5-1.31.6 AUTOMOBILE LIABILITY INSURANCE	14

5-1.32	WARRANTY	14
SECTION 6 (BLANK).....		15
SECTION 7 (BLANK).....		15
SECTION 8 (BLANK).....		15
SECTION 9 (BLANK).....		15
SECTION 10	CONSTRUCTION DETAILS	15
SECTION 10-1	GENERAL	15
10-1.01	SCOPE OF WORK	15
10-1.02	GENERAL REQUIREMENTS.....	15
10-1.03	REQUEST FOR INFORMATION	16
10-1.04	LINES AND GRADES	16
10-1.05	WATER POLLUTION CONTROL	16
10-1.05.1	GENERAL	16
10-1.05.2	WATER POLLUTION CONTROL IMPLEMENTATION	17
10-1.05.3	PAYMENT	17
10-1.05.4	CONSTRUCTION SITE MANAGEMENT	17
10-1.05.5	TEMPORARY CONCRETE WASHOUT FACILITY	26
10-1.06	PROPERTY AND FACILITY PRESERVATION.....	28
10-1.07	COOPERATION	29
10-1.08	PROGRESS SCHEDULE	29
10-1.09	OBSTRUCTIONS	29
10-1.10	DUST CONTROL	30
10-1.11	CLEARING, GRUBBING AND REMOVAL.....	30
10-1.12	EXISTING FACILITIES.....	30
10-1.12.1	REMOVE CONCRETE.....	30
10-1.12.2	REMOVE FENCE	31
10-1.12.3	REMOVE AND/OR SALVAGE MISCELLANEOUS ITEMS	31
10-1.13	WATERING.....	31
10-1.14	EARTHWORK.....	31
10-1.14.1	TEMPORARY SHORING	32
10-1.15	DRAINAGE PIPE	32
10-1.16	AGGREGATE BASE.....	33
10-1.17	UTILITY TRENCH BEDDING AND BACKFILL	33
10-1.18	¾-INCH CRUSHED ROCK	33
10-1.19	REINFORCEMENT	33
10-1.20	COBBLE	34
10-1.21	ROCK SLOPE PROTECTION	34
10-1.22	EROSION CONTROL BLANKET	34
10-1.03	FIBER ROLLS	34
10-1.23	MULCH.....	35
10-1.24	LANDSCAPING	35
10-1.25	BIKE PARK CONSTRUCTION	36
10-1.26	RECORD DRAWINGS.....	36

**CITY OF GRASS VALLEY
ENGINEERING DIVISION**

SPECIAL PROVISIONS

**CENTERVILLE PARK PROJECT
PROJECT NO. 24-08**

SECTION 1 GENERAL SPECIFICATIONS AND PLANS

1-1.01 GENERAL

The work embraced herein shall be done in accordance with the Project Plans, Standard Specifications and Standard Plans of the Department of Transportation, and the City of Grass Valley's Improvement Standards and in accordance with the following Special Provisions.

Amendments to the Department of Transportation's Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components" of the Standard Specifications and are included as Attachment A to these Special Provisions. Whenever either the term "Standard Specification is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text following said term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the City of Grass Valley's Improvement Standards, and these Special Provisions, the Special Provisions shall govern, take precedence over, and be used in lieu of such conflicting portions. The Department of Transportation's Standard Specifications and Standard Plans shall govern over the City of Grass Valley's Improvement Standards.

Units in the United States Standard Measures shall apply to this contract.

1-1.02 REVISED STANDARD SPECIFICATIONS AND STANDARD PLANS

All references to the Department of Transportation's Standard Specifications and Standard Plans shall be considered to include any revisions issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions.

Revised Standard Specifications and Standard Plans can be found on the Caltrans website as provided in the following link: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

1-1.03 DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meaning:

City: City of Grass Valley.

City Engineer: The City Engineer of the City of Grass Valley, State of California.

City Hall: The City building located at 125 East Main Street, Grass Valley, California, 95945.

Contract Documents: All of the written matter describing the contemplated work, including the Plans, Special Provisions, Improvement Standards, Bonds, Agreement, and any approved Change Orders.

Department: The Engineering Department of the City of Grass Valley, State of California, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

Department of Transportation: The Engineering Division of the City of Grass Valley, State of California, except when referring to documents, laws or departments of the State of California. Any reference in questions shall be as designated by the Engineer.

Director of Transportation: The City Engineer of the City of Grass Valley, State of California.

District Director of the District: The City Engineer of the City of Grass Valley, State of California.

Engineer: The City Engineer of the City of Grass Valley, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Improvement Standards: The Design Standards, Construction Standards and Standard Details of the City of Grass Valley Public Works Department, Engineering Division

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the Contract, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer

Standard Plans: The latest edition of the Standard Plans of the State of California, Department of Transportation including any revisions to the Standard Plans issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

Standard Specifications: The latest edition of the Standard Specifications of the State of California, Department of Transportation including any revisions to the Standard Specifications issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

State: The City of Grass Valley, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

State Highway Engineer: The City Engineer of the City of Grass Valley, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Transportation Building, Sacramento: City Hall of the City of Grass Valley, State of California except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

Working Day: Monday through Friday, except holidays, from 7am to 7pm, or as further specified in these Special Provisions.

Contractor's attention is directed to the definitions and terms specified in Section 1, "Purpose and Definitions," of the Design Standards and Section 1, "Purpose and Definitions," of the Construction Standards.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications, and "General Requirements," of these Special Provisions.

The Contractor shall begin work by the date identified in writing in the Notice to Proceed by the City of Grass Valley and shall diligently prosecute the same before the expiration of

360 Working Days

Beginning on the first day of work or the date stated in the Notice to Proceed, whichever comes first.

The Contractor shall pay to City of Grass Valley the sum of \$500 per day, as liquidated damages, for each and every calendar day delay in finishing the work in excess of the working days prescribed above. At the Engineer's option, said sum may be deducted from any payment due to or to become due the Contractor.

The 72 hours advance notice before beginning work specified in Section 8-1.04, "Start of Job Site Activities," of the Standard Specifications is changed to 5 days advance notice for this project.

4-1.02 HOLIDAYS

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving day and

December 24th, December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

4-1.03 WINTERIZATION

The Contractor shall, at his sole expense, winterize the project if construction activities are not completed by October 15. The Contractor shall winterize the project in conformance with the requirements of "Water Pollution Control," of these Special Provisions for all construction activities that take place between October 15th and May 1st. An acceptable winterization plan shall be submitted to the Engineer no later than October 1st for his review and acceptance.

The Contractor's winterization plan is required for all construction activities that take place between October 15th and May 1st and shall be in conformance with the requirements of "Water Pollution Control," of these Special Provisions.

The intent of winterization is as follows:

1. To assure that erosion of earthen materials is prevented to greatest extent practicable.
2. To assure that storm waters are allowed to pass through the site without substantial damage to the project site.

After the acceptance of a winterization plan and the installation of all required temporary winterization measures, work may proceed after October 15th, if approval is obtained in writing from the California Regional Water Quality Control Board and the Engineer. All work done after October 15th must be able to be winterized within 24 hour notice.

Winter Suspension: The City may, at its option, suspend work between October 15th and May 1st of the following year. If this occurs, the entire site shall be winterized including areas not yet seeded or planted.

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

4-1.04 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors. A "Key Personnel and Emergency Phone Numbers" list (for which these key personnel could be contacted 24 hours per day, 7 days a week) shall be submitted to the City. Attendance by the Contractor or the Contractor's authorized representative is mandatory.

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

4-1.05 ARCHAEOLOGICAL FINDS

All articles of archaeological interest, which may be uncovered by the Contractor during the progress of the work, shall be reported immediately to the Engineer. The further operations of the Contractor, with respect to the find will be decided under the direction of the Engineer.

4-1.06 EXTRA WORK

Section 4-1.05, "Changes and Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

If in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made.

4-1.07 SCOPE OF WORK

Shall conform to the provisions of Section 4, "Scope of Work," of the Standard Specifications and these Special Provisions.

4-1.08 ELIMINATION OF ITEMS OF WORK

The Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications concerning the elimination of items of work, and these Special Provisions.

SECTION 5 GENERAL

SECTION 5-1 MISCELLANEOUS

THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH CALIFORNIA LABOR CODE SECTIONS 1774 AND 1775, AND RELATED CODES.

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

5-1.02 LABOR CODE REQUIREMENTS

For all new projects awarded on or after April 1, 2015, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner. After January 1, 2015, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Attention is directed to the provisions in Section 7-1.02K(5), "Working Hours" and Section 7-1.02K(3), "Certified Payroll Records" of the Standard Specifications.

5-1.03 PREVAILING WAGE

Attention is directed to the provisions in Section 7-1.02K(2), "Wages" of the Standard Specifications.

The general prevailing wage rates and any applicable changes to these wage rates determined by the Director of Industrial Relations for Nevada County, may be examined at the City of Grass Valley Engineering Division Office and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. These wage rates are not included in the Proposal and Construction Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing wage rates and any applicable changes to these wage rates determined by the United States Department of Labor, Branch of Construction Wage Determinations, for Nevada County, are available at the City of Grass Valley Engineering Division Office located at 125 East Main Street, Grass Valley, CA 95945 [telephone (530) 274-4373]. Changes, if any, to the general prevailing wage rates will be available at the same location. General prevailing wage rates area also available on the California Department of Transportation website: <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>.

The Contractor and any subcontractor shall pay each worker that is employed for any public work done under contract, not less than the higher of the prevailing wage rates as determined by the California Director of Industrial Relations and the United States Department of Labor, Branch of Construction Wage Determinations.

5-1.04 SUBCONTRACTING

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications and these Special Provisions.

All subcontractors doing work shall possess an appropriate valid California Contractor's License for the type of work the subcontractor will perform at the time of the bid submittal and the license shall remain in effect throughout the duration of employment on the job.

All applicable license designations and numbers for Subcontractors doing work in excess of \$1,000.00 shall be included on the LIST OF SUBCONTRACTORS within the Proposal.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Grass Valley may exercise the remedies provided under Pub Cont Code § 4110. The City of Grass Valley may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5-1.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors. A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.06 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance.

5-1.07 PAYMENTS

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions.

5-1.08 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments shall be in accordance with Section 9-1.03, "Payment Scope," of the Standard Specifications, the Standard Specifications, and these Special Provisions.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.09 WITHHOLDS

Payment of withheld funds shall conform to Section 9-1.16E, "Withholds," of the Standard Specifications and these Special Provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

5-1.10 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to the Engineer, unless otherwise specifically noted.

5-1.11 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The third through seventh paragraph of Section 2-1.06B, "Supplemental Project Information," of the Standard Specifications is amended to read:

Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Attention is directed to "Differing Site Conditions" of these Special Provisions regarding physical conditions at the site which may differ from those indicated in the Contract Documents.

5-1.12 DIFFERING SITE CONDITIONS

Attention is directed to Section 4-1.06, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the Contract Documents or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, Contract Documents, to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.13 VALUE ENGINEERING

Attention is directed to Section 4-1.07, "Value Engineering," of the Standard Specifications.

Prior to preparing a written value engineering change proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the City.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the City by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these Special Provisions regarding the working days.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 4-1.07, "Value Engineering," of the Standard Specifications, the Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

5-1.14 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations – The near edge of the excavation is 12 feet or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than one foot deep.

3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal: vertical).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Pre-qualified and Tested Signing and Delineation Materials," of these Special Provisions.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these Special Provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians facilities.

Special Requirements:

The Contractor attention is directed to "Notification and Scheduling," of these Special Provisions. The Contractor shall notify the Police Department, Fire Departments, Ambulance Service, Schools, CHP, Caltrans, and the Engineer forty-eight (48) hours prior to any lane closure. Notification may be in conjunction with the scheduling requirements of the "Scheduling" portion of the Standard Specifications and these Special Provisions. The Contractor shall coordinate traffic control with the Sheriff's Department with respect to any special events that may be affected by construction activities. Particular attention shall be given to the construction of adequate facilities on any street to permit the passing of emergency vehicles.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

5-1.15 TESTING

Testing of materials and work shall conform to the provisions in "Quality Assurance," of the Standard Specifications and these Special Provisions.

The Contractor shall secure the services of a qualified Geotechnical Engineer to provide all testing and recommendations of material suitability, backfill methods, relative compaction testing, reinforcing bar installation, concrete mix design and concrete construction.

For construction materials that have been accepted by a Certificate of Compliance, job site inspection of materials tags and delivery notices shall be performed to verify acceptability of the supplied materials. As directed by the Engineer, further acceptance sampling and testing may be performed at the locations and frequencies as given in the "Quality Assurance Program"

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

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

5-1.16 RESPONSIBILITY TO OTHER ENTITIES

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public or damage to property, and shall indemnify and save harmless any county, city or district, its officers and employees connected with the work, within the limits of which county, city or district the work is being performed, all in the same manner and to the same extent conforming to the provisions in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications, for the protection of the State of California and all officers and employees thereof connected with the work.

5-1.17 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

The project area (contract limits) shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

Residence trailers will not be allowed within the project site.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in "Cleanup," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits, or at the sites designated on the plans outside the contract limits.

The Contractor shall take all necessary precautions to protect the staging area from chemical contamination due to oil or fuel spills or any other contaminants. If contamination occurs, the site shall be decontaminated to the satisfaction of the Engineer prior to further improvement to the contaminated area or to further construction activities in general, whichever is applicable as determined by the Engineer. Methods of decontamination shall include any method deemed appropriate by the Engineer including removal and disposition of the contaminated soils in conformance with CEQA and regulatory agency requirements.

Full compensation for conforming to the provisions of this section, including furnishing all labor, materials, grading, tools, equipment and incidentals, and for doing all work associated with this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.18 SOUND CONTROL REQUIREMENTS

The noise level from the Contractor's operations, between the hours of 7:00 p.m. and 7:00 a.m., shall not exceed 86 dBA at a distance of 50 feet, unless night work is otherwise permitted by the City Engineer. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

All equipment shall have sound-control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust. As directed by the Engineer, the Contractor shall implement the appropriate additional noise mitigation measures including, but not limited to, shutting off idling equipment, or additional notifications of adjacent residents than already specified in these Special Provisions.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

5-1.19 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work and shall cleanup all tracked material and debris on a daily basis.

In areas visible to the public, the following shall apply:

- A. Broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Mud, dirt, soil, and any debris resulted in trail from equipment and construction will be cleaned and cleared from the roadway and away from traffic daily.
- C. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused are to be disposed of concurrently with their removal.

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

5-1.20 RECORDS

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.05B, "Work-Character Changes," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.17D(2), "Claim Statement," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for extra work in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.21 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

The location of the project is within an area controlled by the Regional Water Quality Control Board. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the order may be obtained at the City of Grass Valley Engineering Division Office located at 125 East Main Street, Grass Valley, CA 95945 [telephone (530) 274-4373].

Attention is directed to Section 5-1.36, "Property and Facility Preservation," and Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

5-1.22 CONTRACTOR'S LICENSING LAWS

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination of the following classes: C-8 - Concrete Contractor, C12 - Earthwork and Paving Contractors, C29 - Masonry Contractor, C36 - Plumbing Contractor, C50 - Reinforcing Steel Contractor, and D-63 Construction Cleanup Contractor, and all other classes

required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

5-1.23 ARBITRATION

Section 9-1.22, "Arbitration," of the Standard Specifications is amended in its entirety to read as follows:

Section 9-1.22, "Dispute Resolution"

9-1.22 All claims filed with the City must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

1) Claims of \$50,000.00 or Less

- (a) The City will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and the claimant.
- (c) The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2) Claims Between \$50,000.01 and \$375,000.00

- (a) The City will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the City may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the City and the claimant.
- (c) The City's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

3) Claims in Excess of \$375,000.00 The City shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.

4) Meet and Confer Conference

- (a) If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For the purposes of those provisions, the running of the period of time within which a claim must be filed shall

be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

- 5) Contractor's Duty During Claim Resolution: The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the City Engineer during the resolution of any claims disputes.
- 6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:

I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which the City of Grass Valley is liable.

By: _____
(Contractor's signature)

- 7) City Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the City may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the City from claims for payment made by the Contractor for work completed or remaining to be completed.
- 8) Assignment. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.
- 9) Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act, or omission of the City or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.
- 10) Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Nevada County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

5-1.24 NOTICE OF POTENTIAL CLAIM

Attention is directed to the requirements specified in Section 5-1.43, "Potential Claims And Dispute Resolution," of the Standard Specifications.

5-1.25 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the City will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail. The claim position letter will delineate the City's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the City not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the City claim position letter, the City Engineer or a board of review appointed by the City Engineer shall review claims that remain in dispute and may meet with the Contractor

within 45 days after receipt by the City of the notification of disagreement. Attendance by the Contractor at the City meeting concerning the notification of disagreement shall be mandatory.

If the City fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the City Engineer or a board of review appointed by the City Engineer to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the City Engineer or a board of review appointed by the City Engineer will meet with the Contractor within 45 days after the City receives the request for the meeting. Attendance by the Contractor at this review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the City's claim position letter, or to attend the City's review meeting shall constitute a failure to pursue diligently and exhaust the administrative remedies in the contract and shall be a bar to future legal proceedings by Contractor.

5-1.26 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

5-1.27 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.28 EXCAVATION SAFETY PLANS

The Contractor's attention is directed to requirements of "Earthwork," of the Special Provisions concerning Temporary Shoring Plan and Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications.

The Contractor shall submit a Temporary Shoring Safety System Plan to the Engineer in accordance with "Earthwork," of these Special Provisions. The Contractor's attention is directed to the requirements specified in Section "Earthwork," of these Special Provisions.

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

5-1.29 AIR POLLUTION CONTROL

Air pollution control shall conform to the provisions of Section 14-9, "Air Quality," of the Standard Specifications and these Special Provisions.

No burning of materials to be disposed of will be permitted for this project.

Full compensation for conforming to the provisions of this section including, but not limited to, obtaining permits and performing work in accordance with any permit requirements, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.30 PERMITS

Attention is directed to the provisions in Sections 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions in this Section and to the requirements in the permit, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

5-1.31 INSURANCE

Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted.

Any deductibles must be declared to, and approved by, the City.

In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

5-1.31.1 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

One Million dollars (\$1,000,000) each accident for bodily injury by accident

One Million dollars (\$1,000,000) policy limit for bodily injury by disease

One Million dollars (\$1,000,000) each employee for bodily injury by disease

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."

5-1.31.2 GENERAL LIABILITY INSURANCE

Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises; operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:

➤ One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

➤ One Million dollars (\$1,000,000) Personal Injury Liability

➤ Two Million dollars (\$2,000,000) Products-Completed Operations

➤ Two Million dollars (\$2,000,000) General Aggregate

2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).

5-1.31.3 CONFORMITY OF COVERAGES

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

5-1.31.4 ADDITIONAL REQUIREMENTS

Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.

CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.

Project Reference: The Certificate of Insurance must reference the project specifically by project title

5-1.31.5 ENDORSEMENTS

Each Commercial General Liability policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled, material reduced, or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

"Provisions Regarding the Insured's Duties: Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City of Grass Valley, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City of Grass Valley, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

The City of Grass Valley's policy of insurance shall be excess and noncontributing. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the City of Grass Valley and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Grass Valley and additional insureds, and no insurance held or owned by the City of Grass Valley and additional insureds shall be called upon to contribute to a loss."

5-1.31.6 AUTOMOBILE LIABILITY INSURANCE

CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Endorsements: The endorsements listed above for General Liability shall also apply to the Automobile Liability Policy.

5-1.32 WARRANTY

Should any failure of the work occur within a period of one year from the acceptance of the project by the Grass Valley City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense in accordance with the Special Provisions and to the satisfaction of the Engineer.

Security for this warranty shall be in the form of the Performance Bond, required elsewhere in these specifications, which shall remain in effect for a period of one (1) year after acceptance of the project by the Grass Valley City Council. The

Performance Bond will not be reduced to an amount less than the bid amount of the project prior to the expiration of the one (1) year warranty period.

The City is hereby authorized to make such repairs, or to have such repairs made by others, if the Contractor fails to make such repairs, or to have such repairs made by others, if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after receiving written notice of such failure or within a time specified in the notice if different; provided, however, that in case of an emergency where, in the opinion of the Engineer, that delay would cause serious loss or damages, or a serious hazard to the public, and a reasonable attempt has been made to notify the Contractor, the repairs may be made without prior notice to the Contractor; and the Contractor's sureties shall be liable for the entire cost thereof.

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 (BLANK)

SECTION 9 (BLANK)

SECTION 10 CONSTRUCTION DETAILS

SECTION 10-1 GENERAL

10-1.01 SCOPE OF WORK

The scope of work, in general, includes; construction of an asphalt pump track. Other related items not mentioned above, that are required by the plans, specifications or these Special Provisions shall be performed, placed, constructed, or installed.

10-1.02 GENERAL REQUIREMENTS

The order of work shall conform to the provisions in the Standard Specifications and these Special Provisions.

Weekend hours of work, which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be adequately served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

The Contractor shall provide the Engineer all required submittals within the time frame specified by the Special Provisions, the Project Plans, and/or the Standard Specifications.

The Contractor shall submit to the Engineer a progress schedule in accordance with Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions. Attention is directed to the requirements of these sections for scheduling a pre-construction scheduling conference within 10 working days of the approval of the contract and submitting a baseline schedule to the Engineer within 20 days of the contract approval.

The Contractor is responsible for verifying the location of all existing underground facilities, within the project area, that may have potential to conflict with the location of proposed improvements, and other work as shown on the Plans. The City has made every effort to show locations of any and all existing surface and subsurface structures. However, actual field conditions and locations can vary considerably from the plan locations. Therefore, the City cannot, and does not, assume responsibility for the existence or location of any structure such as, but not limited to, utilities and pipelines. The contractor is responsible for contacting all agencies and/or owners to verify this information prior to and during construction of any of the proposed improvements. If any existing utilities are found in conflict with the proposed location of the improvements shown on the plans, the Contractor shall contact the Engineer. The Engineer shall provide the Contractor with new grades to eliminate such conflict or shall arrange to have the utilities relocated to avoid the conflict. The Contractor shall work with the Engineer to schedule surveyors to be onsite during pot-holing of conflicts for utility elevation verification. Any delays, which may result from failure of the Contractor to pothole potential utility conflicts, shall be at the Contractor's expense.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the provisions of this section, including, but not limited to, coordination with the applicable utility companies, pot-holing, excavation and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract Items of work involved and no additional compensation will be allowed.

10-1.03 REQUEST FOR INFORMATION

All Requests for Information (RFI's) from the Contractor shall be submitted in writing to the Engineer, and shall be numbered sequentially as they are generated. The Engineer will have 5 working days from the date of receipt of each RFI to provide a response to the Contractor. All requests must come from the prime Contractor, the Engineer will not respond to RFI's received directly from subcontractors.

If the response provided by the Engineer is not satisfactory for the Contractor, the RFI may be re-submitted with more detailed requests noting the particular areas that have not been addressed. The Engineer will have three (3) working days to respond to the second request from the Contractor. If the second response is still not satisfactory to the Contractor, a meeting will be scheduled to resolve any outstanding items that have not been properly addressed.

A Request for Information shall only be used for obtaining information or clarification on project documents. The RFI process is not the proper media for notification of potential claims, writing letters, requesting a change order, etc... If the Contractor wishes to file a Notice of Potential Claim, it shall be filed in accordance with Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications.

10-1.04 LINES AND GRADES

Attention is directed to "Lines and Grades," of the Standard Specifications.

The Contractor shall be responsible for setting stakes or marks that the Contractor determines to be necessary to establish the lines and grades required for the completion of the work specified. The Engineer reserves the right to check, correct or require layout work to be revised in order to construct the improvements as shown on the plans and as directed by the Engineer. If any stakes or marks are destroyed or damaged, it is the Contractor's responsibility to reestablish the stakes or marks.

If the Contractor determines that conditions in the field would cause a conflict with the lines and grades shown on the plans or otherwise feels that there are errors in the lines and grades to be established he shall immediately notify the Engineer for clarification. Attention is directed to "Requests for Information" of these provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.05 WATER POLLUTION CONTROL

10-1.05.1 GENERAL

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications, section of these Special Provisions entitled "Relations With California Regional Water Quality Control Board," and these Special Provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and addenda in effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at: <http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and these Special Provisions.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site that are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas

outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

10-1.05.2 WATER POLLUTION CONTROL IMPLEMENTATION

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices. Unless otherwise directed by the Engineer, the Contractor's responsibility for "Water Pollution Control" implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these Special Provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the "Water Pollution Control" practices, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.03, "Engineer's Authority," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

10-1.05.3 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in "Water Pollution Control" including, but not limited to installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices including non-storm water management, waste management and materials pollution water pollution control practices, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the various items of work requiring these activities, and no additional compensation will be allowed therefore.

10-1.05.4 CONSTRUCTION SITE MANAGEMENT

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

The Contractor shall train all employees and subcontractors regarding:

- A. Material pollution prevention and control;
- B. Waste management;
- C. Non-storm water management;
- D. Identifying and handling hazardous substances; and
- E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Non-hazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

10-1.05.4.1 SPILL PREVENTION AND CONTROL

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

- A. Containing the spread of the spill,
- B. Recovering the spilled material using absorption,
- C. Cleaning the contaminated area, and
- D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

- A. Containing the spread of the spill;
- B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
- C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
- D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
- E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

- A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
- B. Notify the Engineer and follow up with a written report;
- C. Obtain the services of a spills contractor or hazardous material team immediately;
- D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
- E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
- F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
- G. Notify other agencies as appropriate, including:
 - 1. Fire Department,
 - 2. Public Works Department,
 - 3. Highway Patrol,
 - 4. City Police or County Sheriff Department,
 - 5. Department of Toxic Substances,
 - 6. California Division of Oil and Gas,
 - 7. Cal OSHA, or
 - 8. Regional Water Resources Control Board.

The contractor shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the contractor who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

10-1.05.4.2 MATERIAL MANAGEMENT

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

A. Hazardous chemicals including:

1. Acids,
2. Lime,
3. Glues,
4. Adhesives,
5. Paints,
6. Solvents, and
7. Curing compounds;

B. Soil stabilizers and binders;

C. Fertilizers;

D. Detergents;

E. Plaster;

F. Petroleum products including:

1. Fuel,
2. Oil, and
3. Grease;

G. Asphalt components and concrete components; and

H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Application of herbicides and pesticides shall be performed by a licensed applicator. The Contractor shall complete the Report of Chemical Spray forms when spraying herbicides or pesticides, and shall submit a copy to the Engineer before application.

Material Storage

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into

drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these Special Provisions, unless testing determines them to be non-hazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

Stockpile Management

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in "Dust Control," of the Standard Specifications.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub-base shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

10-1.05.4.3 WASTE MANAGEMENT

Solid Waste

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The contractor shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction

Solid waste includes:

- A. Brick,
- B. Mortar,
- C. Timber,
- D. Metal scraps,
- E. Sawdust,
- F. Pipe,
- G. Electrical cuttings,
- H. Non-hazardous equipment parts,
- I. Styrofoam and other packaging materials,
- J. Vegetative material and plant containers from highway planting, and
- K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

- A. Petroleum products,
- B. Asphalt products,
- C. Concrete curing compound,
- D. Pesticides,
- E. Acids,
- F. Paints,
- G. Stains,
- H. Solvents,
- I. Wood preservatives,
- J. Roofing tar, and
- K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these Special Provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The CONTRACTOR shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the California Department of Public Health (CDPH) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from non-hazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these Special Provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous

waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

Contaminated Soil

The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by CDPH. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

- A. Berms,
- B. Cofferdams,
- C. Grout curtains,
- D. Freeze walls, or
- E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the CDPH. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

Concrete Waste

The Contractor shall implement practices to prevent the discharge of Portland cement concrete or asphalt concrete waste into storm drain systems or watercourses.

Portland cement concrete or asphalt concrete waste shall be collected at the following locations and disposed of:

- A. Where concrete material, including grout, is used;
- B. Where concrete dust and debris result from demolition;
- C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of Portland cement concrete or asphalt concrete creates a residue or slurry; or
- D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

Sanitary and Septic Waste

Wastewater from sanitary or septic systems shall not be discharged or buried within the Department right of way. The CONTRACTOR shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system shall be properly connected and free from leaks.

The Contractor shall obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and provide a copy to the Engineer. The Contractor shall comply with local health agency requirements when using an on-site disposal system.

Liquid Waste

The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

- A. Drilling slurries or fluids,
- B. Grease-free or oil-free wastewater or rinse water,
- C. Dredgings,
- D. Liquid waste running off a surface including wash or rinse water, or
- E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

- A. Sediment traps,
- B. Roll-off bins, or
- C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these Special Provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these Special Provisions.

10-1.05.4.4 NON-STORM WATER MANAGEMENT

Water Control and Conservation

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

Illegal Connection and Discharge Detection and Reporting

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

- A. Debris or trash piles,
- B. Staining or discoloration on pavement or soils,
- C. Pungent odors coming from drainage systems,
- D. Discoloration or oily sheen on water,
- E. Stains or residue in ditches, channels or drain boxes,
- F. Abnormal water flow during dry weather,
- G. Excessive sediment deposits,
- H. Nonstandard drainage junction structures, or
- I. Broken concrete or other disturbances near junction structures.

Vehicle and Equipment Cleaning

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified.

The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these Special Provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

- A. Located at least 50 feet from storm drainage systems or watercourses,
- B. Paved with asphalt concrete or Portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

Vehicle and Equipment Fueling and Maintenance

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The CONTRACTOR shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

Material and Equipment Used Over Water

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

Structure Removal Over or Adjacent to Water

The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the Engineer to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these Special Provisions.

The CONTRACTOR shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

Paving, Sealing, Sawcutting, and Grinding Operations

The Contractor shall prevent the following material from entering storm drain systems or water courses:

- A. Cementitious material,
- B. Asphaltic material,

- C. Aggregate or screenings,
- D. Grinding or sawcutting residue,
- E. Pavement chunks, or
- F. Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from Portland cement concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these Special Provisions if approved by the Engineer. Asphalt concrete chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top.

The Contractor shall collect bituminous material from the roadway after marker removal.

Pile Driving

The Contractor shall keep spill kits and cleanup material at pile driving locations. Pile driving equipment shall be parked over drip pans, absorbent pads, or plastic sheeting where possible. When not in use, pile driving equipment shall be stored at least 50 feet from concentrated flows of storm water, drainage courses, or inlets. The Contractor shall protect pile driving equipment by parking it on plywood and covering it with plastic when precipitation is predicted. The CONTRACTOR shall inspect the pile driving area every day for leaks and spills.

The Contractor shall use vegetable oil instead of hydraulic fluid when practical.

Concrete Curing

The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

Concrete Finishing

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

10-1.05.4.5 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the contract prices paid for the items of work that require construction site management and no additional compensation will be allowed.

10-1.05.5 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these Special Provisions, and in conformance with details shown on the plans and these Special Provisions.

Temporary concrete washout facilities shall be one of the water pollution control practices for waste management and materials pollution control. The Storm Water Pollution Prevention Plan shall include the use of temporary concrete washout facilities.

10-1.05.5.1 MATERIALS

Plastic Liner

Plastic liners shall be single ply, new polyethylene sheeting, a minimum of 10 mils thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liners shall not have seams or overlapping joints.

Gravel-filled Bags

Gravel bag fabric shall be non-woven polypropylene geotextile (or comparable polymer) and shall conform to the following requirements:

Specification	Requirements
Weight per unit area, ounces per square yard, min. ASTM Designation: D 5261	8.0
Grab tensile strength (one inch grip), kilonewtons, min. ASTM Designation: D 4632*	205
Ultraviolet stability, percent tensile strength retained after 500 hours, ASTM Designation: D 4355, xenon arc lamp method	70

* or appropriate test method for specific polymer

Gravel bags shall be between 24 inches and 32 inches in length, and between 16 inches and 20 inches in width.

Yarn used for binding gravel bags shall be as recommended by the manufacturer or bag supplier and shall be of a contrasting color.

Gravel shall be between 3/8 inch and 3/4 inch in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials.

The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 30 pounds and 50 pounds in weight.

Straw Bales

Straw for straw bales shall conform to the provisions in Section 13-10.02H, "Straw Bales," of the Standard Specifications.

Straw bales shall be a minimum of 14 inches in width, 18 inches in height, 36 inches in length and shall have a minimum weight of 50 pounds. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Straw bales shall be bound by either wire, nylon or polypropylene string. Jute or cotton binding shall not be used. Baling wire shall be a minimum of 16 gage in diameter. Nylon or polypropylene string shall be approximately 0.08-inch in diameter with 80 pounds of breaking strength.

Stakes

Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots or other defects which would render them unfit for the purpose intended. Wood stakes shall be a minimum 2" x 2" in size. Metal stakes may be used as an alternative, and shall be a minimum of 0.5-inch in diameter. Stakes shall be a minimum of 4 feet in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for the Engineer's approval prior to installation.

Staples

Staples shall be as shown on the plans. An alternative attachment device such as geotextile pins or plastic pegs may be used instead of staples. The Contractor shall submit a sample of the alternative attachment device for the Engineer's approval prior to installation.

Signs

Wood posts for signs shall conform to the provisions in "Wood Posts," of the Standard Specifications. Lag screws shall conform to the provisions in "Sign Panel Fastening and Mounting Hardware," of the Standard Specifications.

Plywood shall be freshly painted for each installation with not less than 2 applications of flat white paint. Sign letters shown on the plans shall be stenciled with commercial quality exterior black paint. Testing of paint will not be required.

10-1.05.5.2 INSTALLATION

Temporary concrete washout facilities shall be as follows:

- A. Temporary concrete washout facilities shall be installed prior to beginning placement of concrete and located a minimum of 50 feet from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.
- B. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in "Construction," and "Sign Panel Installation," of the Standard Specifications.
- C. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans, at the Contractor's expense and upon approval of the Engineer.
- D. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain liquid and concrete waste generated by washout operations for concrete wastes. These facilities shall be constructed to contain liquid and concrete waste without seepage, spills, or overflow.
- E. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material.
- F. A plastic liner shall be installed in below grade temporary concrete washout facilities.

Details for an alternative temporary concrete washout facility shall be submitted to the Engineer for approval at least 7 days prior to installation.

Temporary concrete washout facilities shall be disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15, "Existing Facilities," of the Standard Specifications.

10-1.05.5.3 MAINTENANCE

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 12 inches. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. The plastic liner shall be

replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

Temporary concrete washout facilities shall be repaired or replaced on the same day the damage occurs. Damage to temporary concrete washout facilities resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

10-1.05.5.4 PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing a temporary concrete washout facility, complete in place, including excavation and backfill, maintenance, and removal, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the various items of work requiring concrete and no additional compensation will be allowed.

10-1.06 PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36 "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

Existing utilities and facilities shall be preserved and protected from damage by the Contractor. An effort has been made to show existing surface and underground structures on the plans, however not all infrastructure may be shown and infrastructure locations may be in different locations from those described. The Contractor is responsible for contacting all agencies and utility owners to verify the location of underground infrastructure prior to and during construction.

Before starting any work that could damage or interfere with underground infrastructure, the Contractor shall pothole and locate existing infrastructure, including laterals and appurtenances, and shall determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters and junction boxes. Existing infrastructure damaged due to negligence of the Contractor shall be completely repaired at the Contractor's expense and in coordination with the effected utility owner.

The Contractor shall accurately tie off and record the location of all utility covers, cleanouts, pull boxes and manholes to be lowered or temporarily overlaid prior to raising to grade. A copy of said record shall be provided to the Engineer prior to resurfacing the street.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these Special Provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 24 inch box and the minimum size of shrub replacement shall be No. 15 container {15-gallon}. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center. Replacement of Carpobrotus ground cover plants shall be from cuttings and shall be planted 12 inches on center. Replacement planting shall conform to the requirements in "Replacement Plants," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period. Replacement planting shall conform to the provisions in Section 20-7, "Highway Planting," of the Standard Specifications.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Survey monuments and markers shown on the plans or encountered within the project limits shall be protected from damage by the Contractor. The Contractor shall notify the Engineer of monuments encountered and shall not remove or disturb said monument until the monument can be cross-referenced and tied out by a licensed surveyor. The Contractor shall allow a minimum of one working day for such referencing to be accomplished. When notified by the Engineer that the ties have been completed, the monument or marker can then be removed. The Contractor is not responsible for the replacement of any monument or marker of which the removal is necessitated by the work performed and which has been referenced and tied. If through negligence or carelessness on the part of the Contractor, notification is not made as provided above, markers are removed, or disturbed which are not in direct conflict with the construction, the Contractor shall be responsible for the cost of referencing, resurveying, and replacement of the monument or marker. Such sums for the replacement shall be deducted from the final contract payment.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.07 COOPERATION

Attention is directed to Section 5-1.09, "Partnering," and Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and these Special Provisions. Attention is also directed to "General Requirements" of these Special Provisions.

Following is a list of some, but not necessarily all, of the utility companies that may have facilities in the project area:

<u>Utility Company</u>	<u>Contact Person</u>	<u>Telephone Number</u>
Pacific Gas & Electric	Lee Wells	530-477-3260
AT&T	Astrid Willard	916-484-2388
Comcast Cable	Justin Haggin	530-790-3369
City of Grass Valley – Sewer/Water/Storm Drain	Public Works Department	530-274-4350

The Contractor shall coordinate with Pacific Gas and Electric Company for the removal, relocation, repair, or disturbance of any gas or electric facilities caused by project work.

The Contractor shall coordinate with the AT&T for the removal, relocation, repair, or disturbance of any telecommunications facilities caused by project work.

The Contractor shall coordinate with the Comcast Cable for the removal, relocation, repair, or disturbance of any cable television facilities caused by project work.

The Contractor shall coordinate with the City of Grass Valley for the removal, relocation, repair, or disturbance of any water, sewer storm drain facilities caused by project work.

The Contractor shall apply for and obtain an Encroachment Permit from the California Department of Transportation for any construction or traffic control performed within the State right of way.

Any utilities not listed above or damaged by the Contractor during the course of project work shall be repaired or replaced in cooperation with the affected utility company.

The Contractor shall provide sufficient notification to the affected utility company to allow time for scheduling and completion of the required work. Any delays resulting from the Contractor's failure to properly notify or schedule utility company work shall be at the Contractor's expense.

Full compensation for conforming to the provisions of this section shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.08 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions. The Contractor shall notify the Engineer on a daily basis of the areas of work scheduled for the following day.

The Contractor shall submit to the Engineer a practicable "Critical Path Method" progress schedule within 10 working days of approval of the contract, and within 10 working days of the Engineer's written request at any other time.

The progress schedule shall follow the general order of work detailed in "General Requirements," of these Special Provisions, and shall meet the milestones listed in "Beginning of Work, Time of Completion, and Liquidated Damages," of these Special Provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.09 OBSTRUCTIONS

Attention is directed to Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and of these Special Provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: natural gas in pipelines underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths, water mains, gravity sanitary sewer lines, and telephone conduits.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	1-800-227-2600

The Contractor is hereby notified that prior to commencing construction, he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities that may conflict with the placement of the improvements shown on the plans. Where potential conflict exists, the Contractor shall pothole existing utilities to determine their elevation. Call “Underground Service Alert” at 800-227-2600 forty-eight (48) hours before any excavation is started.

Full compensation for conforming to the provisions of this section, including exposing existing utilities, and any potholing, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.10 DUST CONTROL

Dust control shall conform to the provisions in "Dust Control," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.11 CLEARING, GRUBBING AND REMOVAL

This work shall consist of clearing, grubbing and removing existing vegetation, gravel, dirt, sod and other objectionable material, as necessary to prepare the work area for further excavation, grading or resurfacing.

Clearing and grubbing work shall conform to the provisions in "Clearing and Grubbing," of the Standard Specifications and these Special Provisions. Clearing and grubbing shall be performed only within the excavation limits and embankment slope lines. Existing vegetation, outside the areas to be cleared and grubbed, shall be protected from the Contractor's operations unless specifically shown on the plans to be removed.

Only those trees noted on the plans to be removed or so designated by the Engineer shall be removed.

Attention is directed to "Existing Facilities" of these Special Provisions regarding removal of existing surfacing, obstructions and objects.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in "Cleanup," of the Standard Specifications.

This work shall consist of removing objectionable material, including existing miscellaneous concrete and asphalt areas, gravel, dirt, sod and planter materials, from within the limits of the project as specified. The limits of clearing and grubbing shall be of sufficient area and depth to complete the work as shown on the plans or described in these Special Provisions, and may include excavation and grading as necessary to complete the work.

Work shall also include removal and disposal of existing weeds, brush and other unsuitable material within and along the edge of pavement, and trimming of trees as needed for operation of equipment. Contractor shall allow seven (7) days after spray of weeds within or at edges of pavement to ensure successful eradication prior to chip, scrub and/or cape scrub seal operations. If unsuccessful, Contractor shall respray.

All striping, markings or pavement markers within areas to receive HMA replacement or overlay shall be removed and disposed of as part of the contract items of work involved. If, in the opinion of the Engineer, the pavement surface has been damaged as a result of pavement marker removal, the Contractor shall repair said damage in a manner acceptable to the Engineer at the Contractor's expense.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and removal, including, but not limited to, cutting, uprooting, sawcutting, excavation, disposal and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.12 EXISTING FACILITIES

This work shall consist of removing existing facilities and structures which interfere with construction in the specified work area as shown on the plans and as specified in these Special Provisions. Attention is directed to Section 15, “Existing Facilities” of the Standard Specifications and these Special Provisions.

10-1.12.1 REMOVE CONCRETE

Existing concrete, shown on the plans to be removed shall be completely removed and disposed of in accordance with "Removing Concrete" of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in "Clearing and Grubbing," and "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Adjacent facilities damaged during concrete removal shall be repaired to a condition satisfactory to the Engineer or shall be removed and replaced if ordered by the Engineer. Repairing or removing and replacing damaged facilities shall be at the Contractor's expense and no additional compensation will be allowed. Attention is directed to hand stacked granite walls that may abut portions of the concrete to be removed. Care shall be taken in sawcutting and working next these walls and any damage to the walls shall be repaired at the Contractor's expense.

Where concrete adjacent to stone retaining walls is to be removed, the concrete must be saw cut 6 inches from the wall or the base of the curb perpendicular to the street. The concrete can then be removed using hand tools in order to eliminate the potential for damage to the stone retaining walls.

Concrete shall be completely removed and disposed of outside the highway right of way.

Depressions left after concrete removal shall be immediately backfilled with sand cement slurry or Class 2 Aggregate Base and compacted sufficiently to obtain an unyielding surface.

Removal of concrete shall include removal of sidewalks, curbs, gutters, driveways and miscellaneous concrete curbs as shown on the plans to be removed.

Reinforcing or other steel may be encountered in portions of the concrete. No additional compensation will be allowed for the removal of concrete containing reinforcing or steel.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, sawcutting, disposal, excavation and backfill as shown on the plans, as specified the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.12.2 REMOVE FENCE

Existing fence shown on the plans to be removed shall be removed and disposed of in accordance with the requirements of the Standard Specifications and these Special Provisions.

Concrete footings, posts, fabric and appurtenances shall be removed and disposed of outside the highway right of way in accordance with the provisions of the Standard Specifications, the project plans and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removal, including, but not limited to removal, excavation, hauling and disposal, and backfilling, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.12.3 REMOVE AND/OR SALVAGE MISCELLANEOUS ITEMS

Miscellaneous items shown on the plans to be removed or salvaged, including, but not limited to valve boxes, sprinklers, posts and signs will be completely removed and disposed of or salvaged for re-use as directed by the Engineer. No separate payment shall be made for the miscellaneous items to be removed unless specified and listed in the Bid Schedule. Such items shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.13 WATERING

Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.14 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in "Contractor-Property Owner Agreement," of the Standard Specifications.

The Contractor's attention is directed to "Surplus Material," and "Deficiency Material," of the Standard Specifications.

Where a portion of the existing pavement surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.25-foot before removing the surfacing. If sawcut pavement is damaged before paving, it is the Contractor's responsibility, at his expense, to re-cut and remove any damaged portion

before paving. Full compensation for cutting the existing surfacing shall be considered as included in the various contract items of work involved and no additional compensation will be allowed.

Graded areas shall be watered and compacted in accordance with the Standard Specifications, City Improvement Standards and as directed by the Engineer. Subbase sections for sidewalk and asphalt or concrete bike park improvements shall be compacted to 95% relative compaction to a minimum depth of six inches.

10-1.14.1 TEMPORARY SHORING

Temporary shoring will be necessary for any work required where the required excavation/trenching exceeds 5 feet in depth. If excavation/trenching exceeds 5 feet in depth, the Contractor shall be responsible for the design, installation, and maintenance of the temporary shoring system. The temporary shoring system shall be prepared and signed by an engineer who is registered as a Civil Engineer with the State of California.

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications, and "Excavation Safety Plans," of these Special Provisions.

All bracing and shoring shall comply with rules, orders and regulations of the California Division of Industrial Safety (D.I.S.). Trenching less than 5 feet in depth will require the Contractor to secure the appropriate D.I.S. permit and evidence of said permit shall be provided to the Engineer upon request.

The Contractor shall submit three (3) copies of the proposed temporary shoring system plan to the engineer a minimum of five (5) working days prior to the pre-construction conference. If excavation/trenching exceeds 5 feet in depth, the contractor shall not start construction of items of work requiring shoring before the temporary shoring plan has been reviewed and accepted by the Engineer.

The Contractor shall allow five (5) working days for the Engineer's review. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the temporary shoring system plan within five (5) calendar days of receipt of the Engineer's comments and shall allow five (5) working days for the Engineer to review the revisions. Upon acceptance of the temporary shoring system plan by the Engineer, three (3) additional copies of the temporary shoring system plan, incorporating all the required changes, shall be submitted to the Engineer. Failure to submit an acceptable temporary shoring system plan shall not in any way delay the start of the contract working days. If the Contractor makes significant changes to the accepted temporary shoring system plan, these changes must also be prepared and stamped by a licensed Civil Engineer.

Full compensation for temporary shoring, temporary shoring plans, for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in "Temporary Shoring," complete in place, as shown on the Contractor's accepted temporary shoring system, as shown on the plans, as specified in these Special Provisions and as directed by the Engineer shall be considered as included in the various contract items of work requiring the excavation or trenching exceeding 5 feet and no additional compensation will be allowed.

10-1.15 DRAINAGE PIPE

Drainage pipe shall be either high density polyethylene pipe (HDPE) or poly vinyl chloride (PVC) pipe as shown on the plans or as directed by the Engineer.

Drainage pipe shall be furnished and installed in conformance with the provisions of Section 64 "Plastic Pipe" of the Standard Specifications and these Special Provisions.

HDPE and PVC pipe shall be circular, with smooth interior walls and a diameter as shown on the plans. HDPE pipe shall be Type S with corrugated exterior walls.

Attention is directed to Section 19, "Earthwork," of the Standard Specifications for requirements regarding structure excavation, trenching and shoring, and backfill. Backfill must conform to "Slurry Cement Backfill" of the Standard Specifications, for all segments of pipe underlying the street structural section, as shown on the plans. Backfill for portions outside of the street section must conform to "Aggregate Base" of these Special Provisions unless the use of native fill is approved by the Engineer. All backfill shall be compacted to a minimum 95% of relative compaction, unless otherwise specified by the Engineer.

PVC pipe to be imbedded in concrete shall be wrapped with a flexible polyethylene foam pipe wrap tape with a minimum thickness of 3/32".

Full compensation for furnishing all labor, materials (including pipe and backfill material), tools, equipment, and incidentals, and for doing all the work involved in the installation of drainage pipe, including, but not limited to excavating, placing, joining, backfilling, and slurry cement backfill, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.16 AGGREGATE BASE

Aggregate base shall be Class 2, (3/4 inch) maximum grading, and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions. Aggregate base shall be processed to 95% relative compaction.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

Aggregate base shall not contain volcanic cinder material.

Aggregate base shall have at least 80% of the rock having two or more fractured surfaces evident.

Aggregate base shall be placed to the lines, dimensions, and grades shown on the Plans or as directed by the Engineer.

Where existing aggregate base is shown on the plans to be remain in place, the material shall be sufficiently watered and compacted to obtain an unyielding surface, to the relative compaction as shown on the plans. If the existing base material is found to be unsuitable, in the opinion of the Engineer, it shall be replaced with new aggregate base in conformance with the provisions and payment details of this section. Payment for compaction of existing base to remain in place shall be considered as included in the various contract items of work requiring the compaction and no additional compensation will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of aggregate base, including, but not limited to, placing, grading, excavating, and compacting aggregate base as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.17 UTILITY TRENCH BEDDING AND BACKFILL

Attention is directed to "Earthwork," and "Aggregate Bases" of the Standard Specifications and these Special Provisions for requirements regarding utility line bedding and trench backfill.

Bedding material for water, sewer, storm drain and electrical facilities shall be sand in conformance with "Sand Beddings" of the Standard Specifications and shall be installed in accordance with the plans and City Improvement Standards.

Trench backfill shall be aggregate base or slurry cement backfill at the Contractor's discretion. Backfill shall be installed in accordance with the requirements of "Compaction" of the Standard Specifications and the plans and City Improvement Standards.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in utility trench bedding and backfill as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the various contract items of work requiring bedding and backfill and no additional compensation will be allowed.

10-1.18 ¾-INCH CRUSHED ROCK

Crushed rock base and gravel are defined as natural or crushed rock, free from organic matter, and meeting the following gradation:

Sieve Size	Percent Passing by Weight
1 -inches	100
¾ -inch	90 – 100
3/8"	20 - 55
No. 4	0 – 10
No. 8	0 – 5

Durability Index shall be at least 40 per California Test Method No. 229 or ASTM D3744.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.19 REINFORCEMENT

Reinforcement shall be ASTM A615 Grade 60 Rebar. All reinforcement shall conform to section 52 "Reinforcement" of the standards specifications. Lap splices when required shall be staggered.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of reinforcement shall be included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.20 COBBLE

This work shall consist of placing cobble type rock courses as shown on the plans or as directed by the Engineer. Cobble shall be approximately 4-6" round in size and shall be placed approximately 6-8" deep or as approved by the Engineer.

Cobble shall conform to the provisions of Section 72 "Slope Protection" of the Standard Specifications and these Special Provisions.

Ditches and cobbled areas shall be graded to the shape and layout as shown on the plans and shall be lined with a commercial, non-woven needle punched landscape fabric prior to placing cobble.

Cobble to be imbedded in concrete as shown on the plans shall be set in wet concrete after initial finishing, to a depth of approximately one half of its diameter.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of cobble, including, but not limited to excavating, grading, laying fabric and placing cobble to the slopes and dimensions shown on the plans, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.21 ROCK SLOPE PROTECTION

This work shall consist of placing rock slope protection as shown on the plans or as directed by the Engineer.

Attention is directed the provisions of Section 72 "Slope Protection" of the Standard Specifications and these Special Provisions. Rock grading shall be No.2 or equivalent, placed per Method B, unless otherwise approved..

Ditches and rock areas shall be graded to the shape and layout as shown on the plans and shall be lined with a commercial, non-woven needle punched landscape fabric prior to placing rock. Fabric shall be Mirafi geotextile fabric or approved equal.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of rock slope protection, including, but not limited to excavating, grading, laying fabric, and placing rock on slopes and drainage ditches, as shown on the plans, as specified in the Standard Specifications, the Special Provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.22 EROSION CONTROL BLANKET

Erosion control blanket shall conform with the details as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Erosion control blanket shall consist of a coconut coir mat of 100% biodegradable fibers and components. The material shall weigh 780g/m² with openings of 3/4"x3/4" or as otherwise specified by the manufacturer as suitable for slopes up to 1:1

Erosion control blanket shall be installed in ditches or swales, on embankment slopes, or excavation slopes as follows:

- A. Erosion control blanket strips shall be placed loosely along the ditch or swale with the longitudinal edges and joints parallel to the centerline of the ditch or swale. Longitudinal joints of netting shall be overlapped and stapled. Transverse joints of netting shall be secured in intermediate joint trenches. Staples shall be driven perpendicular to the slopes. Ends of the netting shall be secured in place in key trenches.
- B. Erosion control blanket strips shall be placed loosely on the embankment or excavation slope with the longitudinal joints perpendicular to the slope contour lines. Longitudinal and transverse joints of netting shall be overlapped and stapled. Staples shall be driven perpendicular to the slopes. Ends of the netting shall be secured in place in key trenches.

Damaged netting shall be replaced on the same day the damage occurs. Washouts between joints or beneath the netting shall be repaired on the same day damaged occurs. Erosion control blanket damaged by the Contractor's vehicles, equipment, or operations shall be replaced or repaired by the Contractor at the Contractor's expense.

The quantity of erosion control blanket will be measured by the square yard as determined from actual slope measurements of the areas covered by the erosion control blanket excluding overlaps.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing "Erosion Control Blanket", as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract square yard price for "Erosion Control Blanket" and no additional compensation will be allowed.

10-1.03 FIBER ROLLS

Fiber rolls shall be furnished and installed in conformance with details shown on the plans and these special provisions and as directed by the Engineer.

Fiber rolls shall be installed on excavation and embankment slopes and other disturbed soil areas.

Fiber roll shall be a premanufactured roll of rice or wheat straw, wood excelsior, or coconut fiber encapsulated within a photodegradable plastic or biodegradable jute, sisal, or coir fiber netting. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the roll. Rolls shall be between 8 inches and 12 inches in diameter. Rolls between 8 inches and 10 inches in diameter shall have a minimum weight of 1 pound per linear foot and a minimum length of 20 feet. Rolls between 10 inches and 12 inches in diameter shall have a minimum weight of 3 pounds per linear foot and a minimum length of 10 feet.

Wood stakes shall be used to secure fiber rolls as shown on the plans. Stake shall be a minimum of 1" x 1" x 24" untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots and other defects which would render them unfit for the purpose intended. Metal stakes shall not be used.

Fiber rolls shall be installed as follows:

1. Fiber rolls (Type 1): Furrows shall be constructed to a depth between 2 inches and 4 inches, and to a sufficient width to hold the fiber roll. Stakes shall be installed 24 inches apart along the length of the fiber rolls and stopped at 12 inches from each end of the rolls. Stakes shall be driven to a maximum of 2 inches above, or flush with the top of the roll.
2. Fiber rolls shall be placed 10 feet apart along the slope for slope inclination (horizontal:vertical) of 2:1 and steeper, 15 feet apart along the slope for slope inclination between 2:1 and 4:1, 20 feet apart along the slope for slope inclination between 4:1 and 10:1, and a maximum of 50 feet apart along the slope for slope inclination of 10:1 and flatter.
4. The bedding area for the fiber rolls shall be cleared of obstructions including rocks, clods, and debris greater than one inch in diameter before installation.
5. Fiber rolls shall be installed approximately parallel to the slope contour.
6. Fiber rolls shall be installed before the application of erosion control (Type D) or soil stabilization materials in the same area. Fiber rolls shall be installed after Compost Incorporate is installed.

If the intended function of the fiber rolls to disperse concentrated water runoff and to reduce runoff velocities is impaired, the Contractor shall take action to repair or replace the fiber rolls. Split, torn, or unraveling rolls shall be repaired or replaced. Broken or split stakes shall be replaced. Sagging or slumping fiber rolls shall be repaired with additional stakes or replaced. Locations where rills and other evidence of concentrated runoff have occurred beneath the rolls shall be corrected. Fiber rolls shall be repaired or replaced within 24 hours of identifying the deficiency.

Quantities of fiber rolls to be paid for will be determined by the linear foot measured along the centerline of the installed roll. Where fiber rolls are joined and overlapped, the overlap will be measured as a single installed roll.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing, removing and maintaining "Fiber Roll", as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.23 MULCH

This work shall consist of placing wood chip mulch material as shown on the plans or as directed by the Engineer.

Mulch shall be woody material in conformance with the requirements of "Mulch," of the Standard Specifications. Woody materials shall consist of shredded cedar or redwood materials or clean processed cedar or redwood wood products. Deleterious materials such as rocks, glass, plastics, metals, clods, weeds, weed seeds, coarse objects, sticks larger than the specified particle size, salts, paint, petroleum products, pesticides or other chemical residues that would be harmful to plant or animal life shall not exceed 0.1 percent of the mulch volume.

At least 95% by volume of mulch material shall equal State Standard Specification particle size or 0.5 – 3 inches in length and not less than 0.5 inches in width and 0.125 inches in thickness.

Mulch shall be placed and spread from the outside of the proposed plant basin to the adjacent edges of shoulders, curbs, sidewalks, fences, plastic header board, and existing plantings to a uniform depth of 3-4 inches.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of mulch, including, but not limited to placing, leveling, and spreading mulch in planter areas, as shown on the plans, as specified in the Standard Specifications, the Special Provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.24 LANDSCAPING

Landscaping includes all trees, shrubs and ground cover and the amendments, fertilizers, stakes, posts, straps and all items required for the installation of landscaping features as shown on the plans.

All landscaping work shall be performed using commonly accepted industry practices and shall conform to the provisions in "Landscape" of the Standard Specifications. Landscaping includes all work necessary for the successful establishment and long term health of the landscape plantings, including but not limited to, clearing and grading, soil preparation, fertilizing and amendment, plant installation, backfill and watering.

If plantings are unavailable or differ from those specified on the plans the Contractor shall provide a submittal with species identification and information for approval prior to ordering.

Prior to installation, all plantings shall be inspected by the Contractor and shall be healthy with a strong root structure. The soil mass surrounding the roots shall remain intact and shall be kept moist at all times until planted. Plantings shall be placed into prepared holes at proper depths, tamped into place, level with or slightly above finish grade and thoroughly watered.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, planting procurement, grading, soil preparation, amendment, planting, backfill and watering, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.25 BIKE PARK CONSTRUCTION

Bike park construction work shall consist of all earthwork, asphalt placement and finishing work, metal fabrication and painting as necessary to construct a complete in place bike park as shown on the plans, as proposed by the Design Build Contractor and as directed by the Engineer.

All bike park work shall be performed to the highest commonly accepted industry standards, the Standard Specifications, City Improvement Standards and shall conform to the technical specifications developed by the Design Build Contractor attached hereto in Appendix A.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in bike park construction shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

10-1.26 RECORD DRAWINGS

The Contractor shall keep accurate records on a set of project prints (24" x 36") of all additions and deletions of the work, and all of the changes in location, elevation, and character of the work not otherwise shown or noted on the contract plans. The City will furnish three (3) sets of full size prints for the "Record Drawings" plans at no cost to the Contractor.

"Record Drawings" construction plans shall be provided to the City after completion of the project. Two (2) copies shall be provided with changes to the original contract work shown in red color. The Contractor shall transmit these "Record Drawings" plans to the Engineer for approval. Details to be shown on the "Record Drawings" plans shall include, but not be limited to, type, quantity, and location of pipe runs, location and elevations of facilities, and any other modifications, additions or adjustments to any other facilities in the project.

"Record Drawings" construction plans shall be signed and dated by the Contractor or the Subcontractor that actually constructed the facility. In addition, company names of the Contractor and Subcontractors shall be added to the title sheet.

The cost of record keeping to provide the information for these "Record Drawings" plans and all work associated with preparing accurate "Record Drawings" construction plans shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

APPENDIX A – BIKE PARK TECHNICAL SPECIFICATIONS
