

ADDENDUM NO. 3

July 10, 2017

CITY OF ALHAMBRA

NIB – N2M17-60 REHABILITATION OF GARFIELD NO. 3 RESERVOIR AND SAFETY UPGRADES OF THE NEWTONIA RESERVOIRS

The City of Alhambra hereby issues Addendum No. 3 to the above referenced solicitation. The purpose of this Addendum is to alter, clarify and/or modify the NIB as stated herein. Language deleted is shown by a strikethrough; language added or modified is shown in *underlined italic*. All other terms, conditions and requirements of the NIB remain unchanged.

ATTENTION:

- 1 Bidders are required to acknowledge receipt of all addenda in the NIB Package, inserting a copy of this Addendum in the NIB Package shall suffice as acknowledgment. Any addenda issued by the City during the time of bidding are to be included in the NIB package.

2. The following is some clarification for page A-2 "Total construction duration is 90 days"

Total construction duration is changed to 120 calendar days. The contractor shall complete the work with in 120 calendar days of the effective date of city's notice to proceed with construction.

3. The following is the inclusion of Section D (Sample Contract) and Section E (Special Provisions)

By: Dennis Ahlen, Deputy Director- Utilities

SECTION – D

SAMPLE CONTRACT

SECTION D – SAMPLE CONTRACT

**PUBLIC WORKS CONTRACT
REHABILITATION OF GARFIELD NO. 3 RESERVOIR AND
SAFETY UPGRADES OF THE NEWTONIA RESERVOIRS**

Contract No. _____

THIS AGREEMENT “Agreement” is made and entered into this ____ day of _____, 20____, by and between the City of Alhambra, a charter law city, located in the County of Los Angeles, State of California hereinafter called City, and _____, a _____ (corporation or partnership, or limited liability company corporation), located at _____ hereinafter called Contractor, collectively referred to as the Parties.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

Section 1. Recitals.

City, issued a Notice Inviting Bids No. _____, to be submitted on or before _____, 20____, for the following:

_____ in the City of Alhambra, California, hereinafter called “Project”.

On _____, 20____ said bids were duly opened.

At its regular meeting held on _____, 20____, the City Council duly accepted the bid of Contractor for said Project as being the lowest responsible bid received and directed that a written contract be entered into with Contractor.

Section 2. Contract Documents.

This Contract consists of the following documents (“Contract Documents”), all of which are made a part of this Contract:

- 2.1 Notice Inviting Sealed Bids
- 2.2 Instructions to Bidders, including EPA Region 9 Contract Specifications
- 2.3 Bidder’s Proposal, as accepted, including the Certificate of Bidders’ Experience and Qualifications and the List of Subcontractors
- 2.4 Notice of Award
- 2.5 Notice to Proceed
- 2.6 This Contract
- 2.7 Verification of California Contractor’s License
- 2.8 Contractor’s Certificate Regarding Workers’ Compensation
- 2.9 Security for payment (labor and materials)
- 2.10 Security for performance

- 2.11 Certificate(s) of Insurance
- 2.12 Special Provisions
- 2.13 Plans and Standard Plans
- 2.14 Standard Specifications for Public Works Construction 2015 Edition (GREENBOOK)
- 2.15 Addenda Nos. (if none insert N/A) _____
- 2.16 Other documents (list here)

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. In the event of a discrepancy between the provisions of the Contractor’s documents and the City’s documents, the City’s documents take precedence with respect to resolution of the discrepancy.

Section 3. The Work.

- 3.1 Contract Documents Define “Work”. The work (“Work”) to be performed by Contractor is described in the Contract Documents.
- 3.2 Professional Standards Required. In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Contractor Provides All Equipment. Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contract Documents Strictly Control. Contractor must perform all of the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work.

- 4.1 Time is of Essence. Time is of the essence with respect to Contractor’s Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 4.2 Excusable Delays. Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 4.3 Notification of Delays. If Contractor is delayed by any cause beyond Contractor’s control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours

of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

Section 5. Compensation and Payment.

- 5.1 Compensation. Subject to any limitations provided in the Contract Documents, City agrees to pay Contractor as full consideration for the faithful performance of all of the Work the total amount of _____ Dollars (\$_____.00) ("Compensation"), which is made a part of this Contract.
- 5.2 Monthly Invoice. Contractor must furnish City with an invoice for the Work performed in accordance with the Contract Documents. Contractor may not submit invoices more often than once every thirty (30) calendar days.
- 5.3 City Review of Invoices. City will review each invoice and determine whether the Work performed is accordance with the Contract Documents. The Director may require Contractor to provide a release of all undisputed Contract amounts contained in the invoice.
- 5.4 Disputes on Invoices. If City disputes any item on an invoice, City will give Contractor notice stating, the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 Thirty (30) Calendar Days to Pay Invoice. Except as to any charges for the Work performed that the City disputes, City will cause Contractor to be paid within thirty (30) calendar days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Contract amounts, whichever occurs later.
- 5.6 Partial Invoices. In the event there is any claim specifically excluded by Contractor from the operation of any release, City may retain an amount not to exceed the amount of the excluded claim.
- 5.7 No Additional Compensation. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Contract Documents, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
- 5.8 Retention of Ten Percent (10%) of Contract Price. City shall retain ten percent (10%) of the Compensation the provisions of Section 17. , entitled "Notice of Completion" herein have been met.

Section 6. Labor Code Requirements.

- 6.1 Compliance with Prevailing Wage Laws. Contractor is aware of and will comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., and California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects.

- 6.2 Penalty Excessive Work Hours. Contractor acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813.)
- 6.3 List of Current Prevailing Wages. Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract will be made available upon request from the Director's office at 111 S. First Street, Alhambra California 91801.
- 6.4 Posting of Prevailing Wages Required. Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.)
- 6.5 Payment of Prevailing Wages Required. Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.6 Indemnification for Non-Compliance. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 6.7 Penalty for Insufficient Payment. Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to fifty dollars (\$50.00) for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the 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.
- 6.8 Use of Apprentices. Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as

apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

Section 7. Non-Discrimination.

- 7.1 No Illegal Discrimination. Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this Agreement and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.
- 7.2 Compliance with Immigration Laws. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, et seq.), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the City in connection therewith.

Section 8. General Legal Compliance.

- 8.1 Compliance With All Laws. In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Alhambra Municipal Code.
- 8.2 Permits & Licenses Required. Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City.
- 8.3 Contractors License Required. Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

Section 9. Clayton and Cartwright Act Assignments.

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any or subcontractor is deemed to have offered and agreed 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 California Business and Professions Code), arising from purchases of goods, services, or materials

for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 10. Hazardous waste and unknown conditions.

- 10.1 Notification of Hazardous Material Required. Contractor shall, without disturbing the condition, notify City in writing as soon as Contractor, or any of Contractor's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 - 10.1.1 The presence of any material that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 - 10.1.2 Subsurface or latent physical conditions at the site differing from those indicated in the Specifications; or,
 - 10.1.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
- 10.2 Fencing off Hazardous Material. Pending a determination by City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- 10.3 City's Investigation of Conditions. City shall promptly investigate the reported conditions. If City, through its Director or director's designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then City shall issue a change order.
- 10.4 No Unapproved Delay for Hazardous Materials. In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

Section 11. Independent Contractor.

Contractor is and will at all times remain as to City a wholly independent contractor. Neither the City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

Section 12. Warranty & Guarantee

- 12.1 New Materials. Contractor guarantees that all materials and equipment furnished will be new unless otherwise specified in the Contract Documents.
- 12.2 One Year Guarantee. Contractor guarantees all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion is free from all defects due to faulty materials or workmanship. Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other property, whether real or personal. The City will give notice of observed defects with reasonable promptness. If Contractor fails to make such repairs, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred, plus ten percent (10%) for administrative expenses. The Performance Bond shall remain in full force and effect through the guarantee period. Contractor shall execute the Public Improvement Warranty attached hereto and incorporate hereon by this reference as Attachment "A."

Section 13. Bonds

Contractor shall provide a payment bond and a performance bond consistent with the terms of this section. Each bond shall (1) be in writing; (2) signed by at least one admitted surety insurer under oath; (3) if a bond is signed by more than one surety insurer, include a statement that the sureties are jointly and severally liable on the obligations required hereunder; (4) list the address at which the principal and surety/sureties may be served with notices, papers, and other documents under this chapter; (5) be in the form of a bond and not in a deposit in lieu of a bond; (6) be consistent with any other requirements of the City that reasonably relate to a guarantee that the project will be completed at no cost to the City.

- 13.1 Payment Bond. Contractor shall furnish and file with City a bond in the sum of one hundred percent (100%) of the Compensation. Consistent with Civil Code § 3248, the bond shall provide that if the Contractor or any subcontractors hired by Contractor fails to pay (1) any of the persons named in Civil Code § 3181; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Agreement; or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Unemployment Insurance Code §13020 with respect to the work and labor that the sureties will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court. The bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code § 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The bond provided under this section shall be released by written authorization of the City Engineer at the completion of the one year warranty period described in section 0, above, provided that Contractor is not in default on any provision of this Agreement.
- 13.2 Performance Bond. Contractor shall provide City with a bond in the sum of one hundred percent (100%) of the Compensation to guarantee the completion of the

Work, to protect City if Developer is in default of this Agreement, and to secure Contractor's one-year guarantee and warranty. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Contractor is not in default on any provision of this Agreement. All security provided under this section shall be released at the end of the warranty period described in section 12, above, provided that Contractor is not in default on any provision of this Agreement.

Section 14. Indemnification.

- 14.1 Indemnification for Negligent Acts. Contractor agrees to indemnify, defend and hold harmless City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which City may suffer or incur or to which City may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of any negligent or willfully wrongful acts or omissions of Contractor, its officers, employees, agents, or subcontractors committed in performing any Work under this Contract.
- 14.2 Indemnification Regardless of Payment. If any action or proceeding is brought against City by reason of any of the matters against which Contractor has agreed to indemnify City as provided above, City need not have first paid for any of the matters to which City is entitled to indemnification in order to be so indemnified.
- 14.3 "City" Defined. For the purposes of this section, "City" includes City's officers, officials, employees and agents.
- 14.4 City's Negligence. The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.
- 14.5 Withholding Funds. In the event of any Claim made against City, City may, in its sole discretion, reserve, retain or apply any funds due to Contractor under this Contract for the purpose of resolving such Claim.
- 14.6 Survival of Terms. The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 15. Insurance.

Contractor shall not commence work under this contract until Contractor shall have obtained all insurance required by the Contract Documents and such insurance shall have been approved by City as to form, amount and carrier, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- 15.1 Compensation Insurance. Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet,

Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Workers' Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

15.2 Comprehensive General Liability, Products/ Completed Operations Hazard, Comprehensive Automobile Liability and Contractual General Liability Insurance.

Contractor shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect City, its elective and appointive boards, officers, agents and employees, Contractor, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any subcontractor's operations under this contract, whether such operations be by Contractor or by any subcontractor, or by anyone directly or indirectly employed by either Contractor or any subcontractor, and the amounts of such insurance shall be as follows:

15.2.1 Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000);

15.2.2 Products/Completed Operations Hazard Insurance in an amount of not less than One Million Dollars (\$1,000,000);

15.2.3 Comprehensive Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000);

15.2.4 Contractual General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than Two Million Dollars (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

15.3 Proof of Insurance. The insurance required by this Agreement shall be with insurers which are Best A+ rated, and California Admitted or better. The City of Alhambra shall be named as "additional insured" on all policies required hereunder, and Contractor shall furnish City, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give City at least thirty (30) calendar days prior notice of the cancellation of any policy during the effective period of the contract.

15.4 Notice to Commence Work. The City will not issue any notice authorizing Contractor or any subcontractor to commence work under this contract until Contractor has provided to the City the proof of insurance as required by subparagraph (c) of this article.

- 15.5 Failure to Maintain Required Insurance. If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, the Director may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.
- 15.6 Effect of Coverage. The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract. Contractor acknowledges that the insurance coverage and policy limits set forth in this Contract constitute the minimum coverage and policy limits required. Any insurance proceeds available to City in excess of the limits and coverage required by this Contract, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

Section 16. Liquidated Damages.

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the City in the event the Project is not commenced and/or completed on or before the dates specified for commencement and completion of the Project in the Contract Documents. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the City in the event such work is not begun and/or completed and accepted by the times so specified in the Contract Documents, the sum of ONE THOUSAND **(\$1000.00)** shall be presumed to be the amount of damages suffered by the CITY for each day's delay in the starting and/or completion and acceptance of said Project after the dates specified in the Contract Documents for the start and/or completion thereof, and Contractor hereby agrees to pay said sum of ONE THOUSAND **(\$1000.00)** as liquidated damages for each day of delay in the starting and/or completing and acceptance of said Project beyond the dates specified in the Contract Documents. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the **Standard Specification for Public Works Construction** currently in effect on the execution date of this Contract.

CONTRACTOR

CITY OF ALHAMBRA,

by _____
President/VP

by _____
Mayor

by _____
Secretary/Treasurer

by _____
City Clerk

Section 17. Notice of Completion.

Upon completion of Project and acceptance of same by the City Council, the City Clerk shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) calendar days from the date said Notice of Completion is recorded, the Director of Finance of City shall release the funds retained pursuant to Section 5. hereof; provided there

have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

Section 18. Notice.

18.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To City: City of Alhambra
111 South First Street
Alhambra, California 91801
Attention: _____
(Tel.) 626-_____
(Fax) 626-_____

To Contractor: _____

Attention: _____

(Tel.) - _____ (Fax) - _____

Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) working days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 19. Termination

- 19.1 Except as otherwise provided, City may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- 19.2 Contractor may terminate this Agreement upon providing written notice to City at least thirty (30) calendar days before the effective termination date.
- 19.3 Should the Agreement be terminated pursuant to this section, City may procure on its own terms services similar to those terminated.
- 19.4 By executing this document, Contractor waives any and all claims for damages that might otherwise arise from City's termination under this section.
- 19.5 If City takes over the Work as provided in this section, City may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

Section 20. Project Documents.

All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or

discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of City. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to City in its possession, but may retain copies of any of the Project Documents it may desire.

Section 21. General Provisions.

- 21.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 21.2 Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in the City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 21.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 21.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.
- 21.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 21.6 Counterparts and Facsimile Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 21.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 21.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 21.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or

unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

21.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

[Signatures on the following page]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties have executed this Contract as follows:

CITY

CITY OF ALHAMBRA, a Municipal Corporation

ATTEST:

by _____
_____, Mayor

, City Clerk

CONTRACTOR

[contractor's name]

by _____
Name

Officer Title (President, VP)

By: _____
Name

Officer Title (VP, Treasurer, Secretary)

APPROVED AS TO FORM:

JOSEPH M. MONTES, City Attorney

ATTACHMENT A
PUBLIC IMPROVEMENTS WARRANTY

On _____, 20____, the City of Alhambra ("City:") accepted as complete and meeting the standards of City, the following public improvement(s):

_____, built and constructed by
or for _____, ("Contractor")

Contractor hereby warrants and guarantees the aforementioned public improvements as to the material used and workmanship performed for a period of one (1) year following the date set forth above.

In the event of a defect, malfunction, or failure to conform the improvement specifications and all applicable local standards, the Contractor shall repair or replace said improvements at Contractor's own and sole expense within a reasonable time from notice of the defect from City. Should Contractor fail to cure any defect within a reasonable period of time, Contractor agrees to reimburse City for any and all costs of City's efforts to cure any defect once City has provided notice to the Contractor of the defect and the City's intent to cure such defect.

Should litigation be necessary to enforce the provisions of this warranty, the prevailing party shall be entitled to reimbursement for attorneys' fees and court and related costs.

Executed at _____, California, on the day and year first written above.

CONTRACTOR

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

By: _____
Signature

By: _____
(Typed Name)

Its: _____
Title

[NOTARY REQUIRED]

**FAITHFUL PERFORMANCE BOND
PROJECT #N2M17-60
REHABILITATION OF GARFIELD NO. 3 RESERVOIR AND
SAFETY UPGRADES OF THE NEWTONIA RESERVOIRS**

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as
CONTRACTOR and _____, as
SURETY, are held and firmly bound unto the City of Alhambra, in the penal sum of
_____ dollars (\$ _____),
which is 100 percent of the total contract amount for the above stated project, for the payment of
which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract with the City of Alhambra for the above
stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the Contract
Documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of the City of Alhambra; provided that any
alternations in the obligations or time for completion made pursuant to the terms of the Contract
Documents shall not in any way release either CONTRACTOR or SURETY, and notice of such
alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this
_____ day of _____, 20_____.

CONTRACTOR*

SURETY*

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC

**MATERIAL AND LABOR BOND
PROJECT #N2M17-60
REHABILITATION OF GARFIELD NO. 3 RESERVOIR AND
SAFETY UPGRADES OF THE NEWTONIA RESERVOIRS**

KNOW ALL MEN BY THESE PRESENTS that _____, as
CONTRACTOR and _____, as SURETY, are held and
firmly bound unto the City of Alhambra, in the penal sum of _____
dollars (\$ _____), which is One Hundred
percent (100%) of the total contract amount for the above stated project, for the payment of which
sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract with the City of Alhambra for the above
stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the Contract
Documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of the City of Alhambra; provided that any
alternations in the obligations or time for completion made pursuant to the terms of the Contract
Documents shall not in any way release either CONTRACTOR or SURETY, and notice of such
alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this
____ day of _____, 20____.

CONTRACTOR*

SURETY*

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC

SECTION – E

SPECIAL PROVISIONS

**PROJECT #N2M17-60
REHABILITATION OF GARFIELD NO. 3 RESERVOIR AND
SAFETY UPGRADES OF THE NEWTONIA RESERVOIRS**

TABLE OF CONTENTS – SPECIAL PROVISIONS

ARTICLE	TITLE	PAGE E-
1.	DESCRIPTION OF WORK	1
2.	STANDARDS	1
3.	DEFINITIONS AND ABBREVIATIONS	2
4.	EMERGENCY INFORMATION	2
5.	LAWS TO BE OBSERVED	2
6.	CITY LICENSE AND PERMITS	2
7.	STORAGE OF EQUIPMENT AND MATERIALS	3
8.	FACILITIES FOR CITY PERSONNEL	3
9.	PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	3
10.	PRECEDENCE OF THE CONTRACT DOCUMENTS	3
11.	CONTRACT TIME/PROJECT SCHEDULE	4
12.	DELAY IN OBTAINING MATERIALS	5
13.	MEETINGS	5
14.	SURVEYING	5
15.	RECORD DRAWINGS (AS-BUILT PLANS)	6
16.	INSPECTION AND TESTING	6
17.	SANITARY CONDITIONS	7
18.	NOISE CONTROL	7
19.	AIR POLLUTION CONTROL	8
20.	WATER POLLUTION CONTROL	8
21.	SUBMITTALS	11
22.	WORK SITE SAFETY	11
23.	UTILITY COORDINATION	12
24.	MATERIALS	13
25.	SHEETING, SHORING AND BRACING	14
26.	SOLID WASTE MANAGEMENT AND RECYCLING	15
27.	GEOTECHNICAL INVESTIGATION	16
28.	GRAFFITI REMOVAL	16
29.	COMPLETION AND ACCEPTANCE	16
30.	CHANGES TO THE CONTRACT	17
31.	CLAIMS AND RESOLUTION OF CLAIMS	24

**PROJECT #N2M17-60
REHABILITATION OF GARFIELD NO. 3 RESERVOIR AND
SAFETY UPGRADES OF THE NEWTONIA RESERVOIRS**

TABLE OF CONTENTS – SPECIAL PROVISIONS

ARTICLE	TITLE	PAGE F-
32.	UTILITY LOCATION (POTHOLING)	1
33.	MOBILIZATION	1
34.	CLEARING AND GRUBBING	2
35.	SAW CUT, REMOVAL AND DISPOSAL OF ASPHALT AND CONCRETE MATERIALS	2
36.	WATERING	3
37.	AGGREGATE BASE	3
38.	COLD MILLING OF EXISTING PAVEMENT.....	4
39.	ASPHALT RUBBER HOT MIX (ARHM) PAVEMENT OVERLAY.....	5
40.	MANHOLE FRAME AND COVER ADJUSTMENT.....	7
41.	WATER VALVE COVER ADJUSTMENT	8
42.	SANITARY SEWER MANHOLES	8
43.	CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS.....	12
44.	ABANDONMENT AND REMOVAL OF EXISTING SEWER LINES, MANHOLES, AND OTHER UNDERGROUND UTILITIES AND STRUCTURES	14
45.	TRENCH EXCAVATION	15
46.	MAINTAINING AND TEMPORARY HANDLING OF SEWER FLOWS	16
47.	GRAVITY SEWER LINE CONSTRUCTION.....	18
48.	REESTABLISH EXISTING SERVICE LATERAL CONNECTIONS.....	20
49.	MAINTAINING WATER SERVICE	21
50.	TRENCH BACKFILL AND COMPACTION.....	22
51.	TRENCH RESURFACING	23
52.	JACK AND BORE STEEL CASING	24
53.	REMOVE AND REPLACE TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS	24
54.	REMOVE AND REPLACE INDUCTIVE LOOP DETECTORS	25
55.	STRUCTURAL CURED-IN-PLACE PIPE LINER	26
56.	MANHOLE REHABILITATION	27
57.	CONFINED SPACES	28
58.	TRAFFIC CONTROL.....	28

SECTION E – SPECIAL PROVISIONS

SECTION E – SPECIAL PROVISIONS

PROJECT #N2M17-60 REHABILITATION OF GARFIELD NO. 3 RESERVOIR AND SAFETY UPGRADES OF THE NEWTONIA RESERVOIRS

1. DESCRIPTION OF WORK

To replace approximately 2,600 linear feet of 15-inch diameter through 24-inch diameter sanitary sewer lines in Valley Boulevard, between Garfield Avenue and Eighth Street, in the City of Alhambra, California.

2. STANDARDS

All WORK embraced herein shall be performed in accordance with the following standards:

The Standard Specifications for Public Works, 2015 Edition (GREENBOOK), and the Standard Plans for Public Works Construction, 2012 Edition, including all supplements, as written and promulgated by Public Works Standards, Inc. Copies of the GREENBOOK are available from the publisher:

Building News, Incorporated
990 Park Center Dr., Ste. E
Vista, CA 92081
Tel: (760) 734-1113
www.bnibooks.com

The Standard Plans of the City of Alhambra (latest revision), Department of Utilities, available at the City of Alhambra Public Works Department, Utilities Division, 111 S. First St., Alhambra, California 91801, (626) 570-5007, or online at www.cityofalhambra.org

California Code of Regulations, Title 22, Division 4, Chapter 16, Article 4, Section 64572

State of California Department of Transportation (Caltrans) Standard Specifications 2010, Sections 84 and 85

State of California Department of Transportation (Caltrans) Standard Plans 2015, ES-5A & ES-5B

2016 Work Area Traffic Control Handbook (2016 WATCHBook)

NASSCO Performance Specification Guideline for Cured-In-Place Pipe (CIPP), June 2011

NASSCO Performance Specification Guideline for Manhole Rehabilitation, December 2013

California Test 216

Where multiple options exist and in case of conflict between applicable standards and specifications the more stringent requirement shall apply, except when the CITY makes an exception. The CITY has the right to make such exception at its discretion, and the contractor shall provide reasonable cost discount if the CITY decides to implement the lesser stringent option.

SECTION E – SPECIAL PROVISIONS

3. DEFINITIONS AND ABBREVIATIONS

Shall conform to Sections 1-2 and 1-3 of the GREENBOOK "Definitions" and "Abbreviations", and the following additions and revisions:

ENGINEER:	Shall mean the City of Alhambra Director of Public Works, or other person designated by the BOARD, acting either directly or through authorized agents
STANDARD PLANS:	Shall mean the Standard Details of the City of Alhambra, latest revision, referenced by title or number, unless noted otherwise

4. EMERGENCY INFORMATION

The names, addresses and telephone numbers of the CONTRACTOR and subcontractors, or their representatives, shall be filed with the ENGINEER and City Police Department prior to beginning WORK.

5. LAWS TO BE OBSERVED

Shall conform to Section 7-13 "Laws to be Observed" of the GREENBOOK.

6. CITY LICENSE AND PERMITS

Shall conform to Section 7-5 "Permits" of the GREENBOOK with the following additions and revisions:

The CONTRACTOR and subcontractors shall obtain a City Business License (CONTRACTOR shall pay for the license) and a Construction Permit (CITY will issue at no cost to CONTRACTOR) before commencing construction.

At its sole cost and expense, CONTRACTOR and all subcontractors shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this agreement. CONTRACTOR and all subcontractors shall have the sole obligation to pay for any fees, assessments, county inspections, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this CONTRACT. The CONTRACTOR and any subcontractor shall have the proper state licenses for the WORK to be performed along with obtaining a City business license prior to commencement of their WORK.

CONTRACTOR shall secure a CITY business license and other required licenses and permits prior to working in the CITY and STATE. CONTRACTOR shall add the CITY as additional insured on the required liability insurance and to provide a copy of insurance to the CITY.

The CONTRACTOR and all subcontractors shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK. Any WORK performed, or materials or equipment furnished, which does not conform to said laws, ordinances, rules and regulations, shall be changed to conform thereto by the CONTRACTOR at his sole expense.

SECTION E – SPECIAL PROVISIONS

7. STORAGE OF EQUIPMENT AND MATERIALS

Shall conform to Section 7-8.4 "Storage of Equipment and Materials" of the GREENBOOK with the following additions and revisions:

The CONTRACTOR shall be responsible for storing his materials and equipment as necessary. The CITY will not allow keeping equipment, materials, vehicles, removed items, debris, etc. within public right-of-way.

8. FACILITIES FOR CITY PERSONNEL

Attention is directed to Section 8-2 "Facilities for Agency Personnel" of the GREENBOOK:

No facilities for CITY personnel is required for this project.

9. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Shall conform to Section 7-9 "Protection and Restoration of Existing Improvements" of the GREENBOOK with the following additions and revisions:

All existing utility-access facilities located within new sidewalk (ex. water valves, water meters, gas valves, hydrants, pull boxes, etc.) shall be adjusted to finished grade or relocated to the satisfaction of the utility owner and the ENGINEER.

CONTRACTOR shall notify the ENGINEER or his/her designee of damage to any existing public and private property adjacent to the WORK as soon as practical. CONTRACTOR shall repair any damage caused by his operation to existing improvements at no cost or extra burden to the CITY.

10. PRECEDENCE OF THE CONTRACT DOCUMENTS

In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the CONTRACT DOCUMENTS, the order of precedence shall be as follows:

- a. CONTRACT (Agreement)
- b. SPECIFICATIONS
- c. PLANS

Within the Specifications the order of precedence is as follows:

- a. Addenda/Change Orders
- b. Special Provisions
- c. Instructions to Bidders
- d. Notice to Contractors
- e. STANDARD PLANS
- f. REFERENCE SPECIFICATIONS

With reference to the PLANS the order of precedence is as follows:

- a. Figures govern over scaled dimensions
- b. Detail drawings govern over general drawings
- c. Addenda/Change Order drawings govern over CONTRACT DOCUMENTS
- d. CONTRACT DOCUMENTS govern over STANDARD PLANS
- e. Contract Plans govern over Shop Drawings

SECTION E – SPECIAL PROVISIONS

Where the CONTRACT DOCUMENTS describe portions of the WORK in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals, and do all the WORK involved in executing the CONTRACT.

11. CONTRACT TIME/PROJECT SCHEDULE

Shall conform to Section 6-1 "Construction Schedule and Commencement of the Work" of the GREENBOOK with the following additions and revisions:

Construction Schedule

After notification of award of the CONTRACT and prior to start of any WORK, the CONTRACTOR shall submit its proposed construction schedule to the ENGINEER for approval. WORK shall not commence until the construction schedule has been approved in writing by the ENGINEER. The WORK shall be scheduled to assure that construction will be completed within the specified time. The CONTRACTOR shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

The CONTRACTOR shall be responsible for updating the schedule and, if requested, will provide an updated copy of the schedule at the end of each billing period. The ENGINEER shall be notified before any change is made in the sequence of construction.

If the CONTRACTOR desires to make a major change in its method or operations after commencing construction or if its schedule fails to reflect the actual progress, the CONTRACTOR shall submit to ENGINEER a revised construction schedule. Said schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the ENGINEER, as appropriate. ENGINEER may suspend all progress payments if the CONTRACTOR fails to comply.

Holidays, Weekends and Unfavorable Conditions

Except as otherwise provided in the CONTRACT DOCUMENTS, working hours for this project is 7:00 AM and 4:00 PM Monday through Friday, excluding legal holidays and weekends.

City offices are closed on the following days in 2016: New Years Eve, President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving (2 days), Christmas Eve; half day New Years Eve. During these holidays, inspections will not be available.

During periods when weather or other conditions are unfavorable for construction, the CONTRACTOR shall pursue only such portions of the WORK as shall not be damaged thereby.

No portions of the WORK whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the CONTRACTOR and the CITY that the CONTRACT time for completion of the WORK described herein is a reasonable time taking

SECTION E – SPECIAL PROVISIONS

into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

Commencement of the Work

The CONTRACT time shall commence upon the date of issuance of the Notice to Proceed, and shall be completed by the date indicated in the construction schedule in "SECTION B - INSTRUCTIONS TO BIDDERS" section of these bid and the CONTRACT DOCUMENTS.

Notwithstanding any other provisions of the CONTRACT, the CONTRACTOR shall not be obligated to perform any WORK and the CITY shall not be obligated to accept or pay for any WORK performed by the CONTRACTOR prior to delivery of a Notice to Proceed. The CITY's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the CITY to accept or pay for such work. The CONTRACTOR shall provide all required contract bonds and evidences of insurance prior to commencing WORK at the site.

12. DELAY IN OBTAINING MATERIALS

No extension of time will be granted for a delay caused by the inability to obtain materials unless the CONTRACTOR either obtains advance written approval from the ENGINEER or obtains from the supplier and furnishes to the ENGINEER documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The CONTRACTOR shall order materials in a timely manner as specified in the "Instruction to Bidders".

13. MEETINGS

Shall conform to Section 7-6 "Contractor's Representative" of the GREENBOOK with the following additions and revisions:

The CONTRACTOR shall schedule a bi-weekly meeting with the ENGINEER or authorized agent at an agreed location, day of the week and time in order to discuss progress of WORK, schedule updates, submittals, potential problems, traffic control, and other activities related to the project.

14. SURVEYING

Shall conform to Section 2-9 "Surveying" of the GREENBOOK with the following additions and revisions:

Preservation of Permanent Monuments

The CONTRACTOR shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above requires removal, relocation or resetting, the CONTRACTOR shall, prior to any WORK and under the supervision of a California-licensed Land Surveyor or Civil Engineer, establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset by the CONTRACTOR per CITY or county standards after construction at no additional cost to the CITY. Centerline tie notes shall be submitted to the CITY on 8 1/2" X 11" loose leaf paper. The

SECTION E – SPECIAL PROVISIONS

CONTRACTOR and his sureties shall be liable for, at his expense, any re-survey required in protecting or restoring existing ties, monuments, benchmarks or any such horizontal and vertical controls.

Construction Survey and Layout

CONTRACTOR shall be responsible for all construction survey, survey layout work, and as-built survey support services.

PAYMENT:

Payment for all costs associated with surveying as specified above shall be included in the various items of work as designated in the lump sum BID price as designated in the bid schedule. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved and no additional compensation will be allowed.

15. RECORD DRAWINGS (AS-BUILT PLANS)

The CONTRACTOR shall keep a complete and full-size set of record drawings (as-built plans) at the job site at all times for inspection. These drawings shall be kept up-to-date as WORK progresses and as necessary by the CONTRACTOR. With red pencil, make neat and legible annotations thereon as the work proceeds, showing the work as actually completed. The record drawings shall be annotated with the following information:

1. Measured depths of elements in relation to fixed datum points;
2. Sizes and types of materials;
3. Measured horizontal and vertical locations of underground utilities with reference to permanent surface improvements;
4. Field changes of dimensions, locations and/or materials with details as required to clearly delineate the modifications;
5. Any details not in the PLANS developed by the CITY or the CONTRACTOR through the course of construction necessary to clarify or modify the PLANS, and
6. Any other information required by the ENGINEER.

The CONTRACTOR shall submit a complete set of record drawings to the ENGINEER prior to the CITY's acceptance of the WORK. Failure by CONTRACTOR to submit the record drawings may cause delay in final payments.

PAYMENT:

Payment for all costs associated with record drawings (as-built plans) as specified above shall be included in the CONTRACT UNIT PRICE per lump sum for construction survey and layout services as designated in the bid schedule. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to perform the construction operations specified and no additional compensation will be allowed therefore.

16. INSPECTION AND TESTING

Shall conform to Section 2-11 "Inspection" of the GREENBOOK with the following additions and revisions:

The ENGINEER will make, or have made, such inspections and tests as he deems necessary to see that WORK is being accomplished in accordance with the requirements of the

SECTION E – SPECIAL PROVISIONS

CONTRACT DOCUMENTS. In the event such inspections or tests reveal noncompliance with the requirements of the CONTRACT DOCUMENTS, the CONTRACTOR shall bear the cost of such corrective measures deemed necessary by the ENGINEER, as well as the cost of the subsequent re-inspection and retesting. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the WORK nor relieve the CONTRACTOR from compliance with the terms of the CONTRACT DOCUMENTS.

It shall be the CONTRACTOR's responsibility to obtain inspections in a timely manner prior to proceeding with any phase of construction. The CONTRACTOR shall neither allow nor cause any of its WORK to be covered or enclosed until it has been inspected, tested and approved by the ENGINEER.

The ENGINEER will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the CONTRACT. In the event such inspections or tests reveal non-compliance with the requirements of the CONTRACT, the CONTRACTOR shall bear the cost of such corrective measures deemed necessary by the ENGINEER, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the CONTRACTOR from compliance with the terms of the CONTRACT.

Standard inspections shall be requested by the CONTRACTOR at least twenty-four (24) hours in advance of an anticipated inspection.

WORK done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the WORK thus removed, shall be borne by the CONTRACTOR, regardless of whether the WORK removed is found to be defective or not. WORK covered without the authority of the ENGINEER shall, upon order of the City Engineer, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

PAYMENT:

Payment for all costs associated with inspections and testing as specified above shall be included in the various items of work as designated in the bid schedule. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to perform the construction operations specified and no additional compensation will be allowed therefore.

17. SANITARY CONDITIONS

The ENGINEER may from time to time prescribe rules and regulations for maintaining sanitary conditions along the WORK and the CONTRACTOR shall enforce observance of the same by its employees and the employees of the subcontractor's, and, if the CONTRACTOR fails to enforce these rules and regulations, the ENGINEER shall have the authority to enforce them.

18. NOISE CONTROL

Shall conform to Section 7-8.3 "Noise Control" of the GREENBOOK with the following additions and revisions:

SECTION E – SPECIAL PROVISIONS

The CONTRACTOR shall comply with the CITY'S Noise and Vibration Control Regulations per Municipal Code 18.02.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

Said noise level requirement shall apply to all 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.

19. AIR POLLUTION CONTROL

Shall conform to Section 7-8.2 "Air Pollution Control" of the GREENBOOK with the following additions and revisions:

The CONTRACTOR shall comply with the CITY'S Dust, Noise and Nuisance Abatement per Municipal Code 13.20.090.

The CONTRACTOR shall provide such dust control equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations. Failure to control such dust shall be cause for the ENGINEER to stop the work until said dust is controlled, and the CONTRACTOR shall have no recourse to collect from the CITY for any loss of time or expense sustained by him due to such suspension of work.

All spillage and any excessive dirt or debris resulting from hauling operations, moving of equipment along or across any private or public property or public traveled way, shall be removed immediately at the CONTRACTOR's expense. Dust caused by the passage of public traffic through the work site shall be considered as resulting from the CONTRACTOR's performance of WORK.

Whenever the CONTRACTOR fails to control dust resulting from the performance of the WORK, the ENGINEER may cause such dust to be controlled. The costs of controlling dust shall be deducted from moneys due or to become due the CONTRACTOR.

20. WATER POLLUTION CONTROL

Shall conform to the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Code), the Waste Discharge Requirements for Municipal Storm Water Discharges within the County of Los Angeles, CITY Municipal Code 16.34 - Storm Water and Urban Runoff Pollution Control, and Section 7-8.6 "Water Pollution Control" of the GREENBOOK with the following additions and revisions:

General

In the Los Angeles area, more than 100 million gallons of polluted urban runoff water enter our rivers and ocean, each day. This runoff water can also carry a huge load of sediment. Sediment can clog storm drains and silt up harbors and bays, costing millions of dollars each year in maintenance and dredging costs. In compliance with the Los Angeles County NPDES

SECTION E – SPECIAL PROVISIONS

(National Pollutant Discharge Elimination System) Permit, the CITY is committing its best effort to help save our oceans and keep our drinking water safe for future generations.

The CONTRACTOR shall provide temporary drainage measures and erosion control for the duration of construction. The CITY may require that the CONTRACTOR's plans for the temporary drainage measures and erosion control be reviewed by a licensed Civil Engineer and also take into consideration any necessary mitigation measures for inclement weather and seasonal changes. Plans for temporary drainage measures shall be submitted to the ENGINEER for approval at the pre-construction conference.

Best Management Practices (BMPs)

The CONTRACTOR shall implement and maintain BMPs relevant to the WORK in accordance with the California Storm Water Best Management Practice Handbook (CSWBMP) for New Development and Redevelopment. A copy of this handbook is available to download for free through the California Stormwater Quality Association website at:

https://www.casqa.org/sites/default/files/BMPHandbooks/BMP_NewDevRedev_Complete.pdf

For WORK associated with drinking water distribution systems, the CONTRACTOR shall implement and maintain BMPs in accordance with the American Water Works Association (California-Nevada Section) Best Management Practices (BMP) Manual for Drinking Water System Releases (2005) or equivalent industry standard BMP manual. A copy of this manual is available to download for free through the AWWA California-Nevada Section website at:

[https://ca-nv-awwa.org/CANV/downloads/Armando/2014BMPManual\(Final\).pdf](https://ca-nv-awwa.org/CANV/downloads/Armando/2014BMPManual(Final).pdf)

The CONTRACTOR, without limitation, shall be responsible to implement and maintain Best Management Practices (BMPs) to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The CONTRACTOR shall be responsible, to the fullest extent possible, not to permit any deleterious materials, pollutants, and contaminants, including soil, to enter any storm drainage system. CONTRACTOR shall be responsible to be prepared to provide BMP measures to prevent erosion from being washed into the storm drain system. CONTRACTOR shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The CONTRACTOR and its Surety shall fully indemnify the CITY for any pollution damage and/or cleaning costs.

Saw Cutting - Shovel or vacuum saw-cut slurry and remove from site. Downstream catch basins, storm drains and sewer manholes are to be barricaded or covered to contain slurry during saw cutting operations. Refer to BMP CA2 in the CSWBMP Handbook or the appended material in these SPECIFICATIONS for more information.

Concrete Truck Washout - Washout of concrete trucks will not be allowed in the gutters, paved street or catch basins. Washout on the subgrade will be allowed only if the runoff from such a discharge can be contained and not be allowed to enter any catch basin, storm drain or sewer manhole. Refer to BMP CA23 in the CSWBMP Handbook or the appended material in these SPECIFICATIONS for more information.

Dechlorination During Flushing of Mains - Flushed waters that have been super chlorinated to disinfect water mains, following construction, repair or physical cleaning, shall be adequately dechlorinated, prior to discharge into the street gutter and/or storm drain system or may be discharged directly into the sanitary sewer (with proper authorization) or into a tank truck.

SECTION E – SPECIAL PROVISIONS

Storm Water Pollution Prevention Plan (SWPPP)

In accordance with City of Alhambra Municipal Code 16.34.070 (A), a Storm Water Pollution Prevention Plan shall be prepared prior to the CITY's issuance of a construction permit. A copy of the Notice of Intent (NOI) and the SWPPP shall be maintained on-site during grading and construction and shall be made available for inspection, review and copying upon the request of the ENGINEER. The NOI will be filed by the CITY.

Dewatering

If, at any time during WORK, water must be pumped from an excavation, the pump discharge hose end must be covered with an approved filter bag, to collect dirt and debris and prevent it from entering the street gutters and/or the storm drains. In addition, it may be necessary to use sandbags to divert sediment laden waters away from storm drain and to create settlement areas, preventing significant amounts of sediment and debris from entering the storm drains. Dispose of this sediment in a way appropriate to its composition: if it is clean silt, it may be used as backfill in the excavation. However, if it is contaminated with substances containing chemicals which could harm the environment, it must be treated as a hazardous material and disposed of in an appropriately safe manner.

References

§ 16.34.070 CONSTRUCTION ACTIVITY STORM WATER MEASURES

(A) Each person applying to the city for a grading or building permit for projects for which compliance with regulations governing State Construction Activity Storm Water Permits ("GCASPs") is required, must submit satisfactory proof to the city (1) that a Notice of Intent (NOI) to comply with the GCASP has been filed, and (2) that a Storm Water Pollution Prevention Plan has been prepared, before the city shall issue any grading or building permit on the construction project. A copy of the NOI and the SWPPP shall be maintained on-site during grading and construction and shall be made available for inspection, review and copying upon the request of any city inspector.

(B) It shall be a violation of this chapter for any person or entity required under federal or state law to comply with the requirements for a State Construction Activity Storm Water Permit (GCASP) for construction activity in the city to conduct, authorize or permit construction activities in the city at any facility which discharges to the city's MS4 without complying with all applicable requirements for a GCASP.

(C) Each person applying for a grading or building permit for any project for which compliance with regulations governing State Construction Activity Storm Water Permits is not required, shall submit to the city for information, and shall implement a grading and construction activity runoff control program adequate to accomplish all of the following:

- (1) Retain on-site the sediments generated on or brought to the project site, using treatment control or structural BMPs;*
- (2) Retain construction-related materials and wastes, spills and residues at the project site and prevent discharges to streets, drainage facilities, the MS4, receiving waters or adjacent properties;*
- (3) Contain non-storm water runoff from equipment and vehicle washing at the project site; and,*

SECTION E – SPECIAL PROVISIONS

(4) Control erosion from slopes and channels through use of effective BMPs, such as limitation of grading during the wet season, inspection of graded areas during rain events; planting and maintenance of vegetation on slopes, if any, and covering any slopes susceptible to erosion.

(D) No person generating or producing pavement saw cutting wastes in any street, curb or sidewalk in the city shall fail to recover and properly dispose of such saw cutting wastes, and in no case shall such wastes be permitted or suffered to enter any part of the MS4, including, but not limited to any storm drain.

(E) No person performing street and road maintenance in any street in the city shall fail to manage street and road maintenance materials in a manner which prevents such materials from being discharged to the MS4.

(F) No person shall wash any concrete truck or any part of any concrete truck, including, but not limited to any chute, pump or tools, in any place in the city except an area designated for that purpose by the city, if the city has designated such a place. No person shall permit or suffer any concrete rinseate or washwater from any truck, pump, tool or equipment to enter any drain, open ditch, street or road or any catch basin or any other part of the MS4.

(Ord. 4445, passed 2-10-03; Am. Ord. 4446, passed 2-24-03; Am. Ord. 4646, passed 12-9-13; Am. Ord. 4648, passed 12-9-13)

PAYMENT:

Payment for all costs associated with water pollution control as specified above shall be included in the lump sum BID price as designated in the bid schedule. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to perform the construction operations specified (including SWPPP, and implementation and maintenance of BMPs) and no additional compensation will be allowed therefore.

21. SUBMITTALS

Shall conform to Section 2-5.3 “Submittals” of the GREENBOOK with the following additions and revisions:

The CONTRACTOR shall place the order for all working and shop drawings required by this project within three working days from date of contract award notification by the CITY.

22. WORK SITE SAFETY

Shall conform to California Code of Regulations (CCR), Title 8, Construction Safety Orders (CSO) and General Industry Safety Orders (GISO) established by the State of California Division of Industrial Safety (CCR Title 8, Division 1, Subchapter 4 and Subchapter 7), and Section 7-10.4.1 “Work Site Safety” of the GREENBOOK with the following additions and revisions:

Public Convenience and Safety

Where applicable, the CONTRACTOR shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience

SECTION E – SPECIAL PROVISIONS

to adjacent properties.

Prior to the start of WORK, the CONTRACTOR shall submit contact information for the CONTRACTOR's designated "Project Safety Official" to the ENGINEER.

23. UTILITY COORDINATION

Shall conform to Section 5 "Utilities" of the GREENBOOK with the following additions and revisions:

General

The CONTRACTOR shall coordinate with all utility agencies/owners involved for the verification, protection and relocation of any existing subsurface installations. The CONTRACTOR shall be responsible for any repair or replacement to said facilities made necessary by its failure to provide required protection for located facilities.

The CONTRACTOR shall also notify all utility agencies/owners and stakeholders of all facilities and public services within the work area a minimum of 5 working work days in advance of performing any WORK.

The following is a list of utility companies and purveyors who may have underground utilities within the project right-of-way:

<u>Agency</u>	<u>Contact</u>	<u>Telephone/Email</u>
AT&T	Dennis Terrazone	(626) 570-7633
Charter Communications	Jesse Gonzales	(626) 430-3570
City of Alhambra	Kip Su	(626) 570-5090
LA County Dept. Public Works		(626) 458-5100
LA County Sanitation Districts	Engineering Counter	(562) 908-4288, Ext. 1204 or 1205
LA Metro, Construction Relations	Yvette Rapose	raposey@metro.net
Southern CA Gas Co.	Brandon Ingram	(714) 634-3253
Southern CA Gas Co. Southeast Region	Ryan Lopez	(714) 634-5067
Southern CA Edison	Planning Supervisor	(714) 796-9932
Time Warner Cable	David Scharrer	(626) 914-4382

Some of the above utilities and purveyors are not Underground Service Alert (USA) members. It shall be the CONTRACTOR's responsibility to call, notify and make certain that utilities have responded to his notification. Damage to utilities, caused by failure to notify, is the CONTRACTOR's sole responsibility.

Prior to submitting their bid, the CONTRACTOR shall inquire from the identified utility companies and purveyors regarding type of facility, line locations, size, material, manhole locations if any, specifications and requirements concerning the protection and support of their respective main, trunk lines, services lines and other appurtenances.

The CONTRACTOR shall indemnify and hold harmless the CITY, its officers, its board members, employees, and consultants from any and all claims, suits, or actions resulting from or arising out of any damage(s) caused to such utilities as a result of the CONTRACTOR's failure to adequately protect such utilities in place.

SECTION E – SPECIAL PROVISIONS

Protection

The CONTRACTOR shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR 's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the ENGINEER.

CONTRACTOR shall exercise extreme care in exposing, locating, supporting, protecting and working in the vicinity of existing and abandoned utilities. CONTRACTOR shall **hand dig within five feet (5') on all sides of these utilities**; main lines, service lines and other utility appurtenances. CONTRACTOR shall arrange a compatible work schedule with all utility companies involved. CONTRACTOR's attention is also directed to overhead and above ground utilities and poles that exist within the project site that may not be shown on the PLANS, but are visible in the field. All utilities above and underground must be protected in place, unless otherwise specified in the project plan.

If in the course of construction, the CONTRACTOR damages a sewer lateral or water lateral, it shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the ENGINEER. This shall not be considered to be extra work and no extra costs shall be allowed therefore.

PAYMENT:

Payment for all costs associated with utility coordination and the protection of located utilities, as specified above shall be included in the various items of work as designated in the contract BID schedule. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to perform the construction operations specified and no additional compensation will be allowed therefore.

24. MATERIALS

Shall conform to Section 4-1 "Materials and Workmanship" of the GREENBOOK with the following additions and revisions:

Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the ENGINEER.

A complete material list shall be submitted prior to performing any WORK. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.

The material list shall be submitted using the following sample layout (double spaced between each item):

SECTION E – SPECIAL PROVISIONS

<i>Item No.</i>	<i>Description</i>	<i>Manufacturer</i>	<i>Model Number</i>
1.	<i>material</i>	<i>ABC Corp.</i>	<i>XXX</i>

Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet the requirements of the PLANS on the basis of the information and/or samples submitted.

Manufacturer's warranties shall not relieve the CONTRACTOR of liability under these SPECIFICATIONS. Such warranties only shall supplement the CONTRACTOR's responsibility. The ENGINEER, may at his or her option, require a manufacturer's warranty on any product offered for use.

25. SHEETING, SHORING AND BRACING

Shall conform to Section 7-10.4.2.2 "Shoring Plan" of the GREENBOOK with the following additions and revisions:

All trenches and other excavation, shall be adequately shored, sheeted, or braced to furnish safe working conditions and ample protection of the work and adjacent utilities, structures, and traffic. Shoring may also be required to provide for the temporary traffic lanes. The CONTRACTOR shall also furnish and place at his own expense, additional sheeting, shoring and bracing not shown on the PLANS, but required to protect newly-built WORK and all adjacent utilities and neighboring structures from damage and to comply with all rules, orders, and regulations of the Division of Industrial Safety Department of Industrial Relations of the State of California. Engineered shoring plans signed by a registered Structural Engineer, State of California, shall be included in the working drawings.

Where conditions permit, and only as approved by the ENGINEER, a sliding shield may be used in lieu of the specified sheeting in areas where sheeting is not required for traffic safety. However, the design of a sliding shield shall be approved by Division of Industrial Safety Department of Industrial Relations of the State of California prior to use.

Bracing shall be arranged so as not to place a strain on portions of completed WORK until the construction has proceeded far enough, in the opinion of the ENGINEER, to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the CONTRACTOR shall be responsible for all damage to newly built WORK, and adjacent structures. Any damage to new or existing utilities or structures, whatsoever, occurring due to failure, lack of or improper sheeting or bracing shall be repaired by the CONTRACTOR at his own expense.

In addition, the CONTRACTOR shall submit to the CITY a copy of the CAL OSHA permit along with a shoring plan showing the design of shoring, bracing, sloping or other provision to be made for worker protection in accordance with Section 6422 of the Labor Code. If such plan varies from the shoring system standards established by the State of California Construction Safety Orders, a registered Civil or Structural Engineer shall prepare, wet stamp and sign the plans. The safety of the shoring, bracing, or protection installed or provided is the responsibility of the CONTRACTOR. The CONTRACTOR and his engineer shall in no way be relieved of their legal or professional responsibilities by CITY's acceptance of shoring plans for safety of excavations.

The CONTRACTOR shall take special precautions near water mains and appurtenances, sanitary sewers, manholes, curbs and gutters especially where sandy soils are encountered

SECTION E – SPECIAL PROVISIONS

near the excavation. If such existing improvements or utilities slough into the excavation, all repairs shall be at the CONTRACTOR's expense.

PAYMENT:

Payment for all costs associated with sheeting, shoring and bracing as specified above shall be included various items of work as designated in the bid schedule. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to perform the construction operations specified and no additional compensation will be allowed therefore.

26. SOLID WASTE MANAGEMENT AND RECYCLING

Shall conform to Section 7-8.1 "General – Work Site Maintenance" of the GREENBOOK with the following additions and revisions:

Prior to issuance of a construction permits for the project, the CONTRACTOR shall submit a Solid Waste Management and Recycling plan to the ENGINEER for review and approval in accordance with Section 2-5.3 "Submittals" of the GREENBOOK. Said plan shall indicate that the permittee/CONTRACTOR shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

- A. Types of materials for recycling, reuse or sorting
- B. Estimated quantities
- C. Separation requirements
- D. On site storage
- E. Transportation methods
- F. Destinations
- G. Plan manager (CONTRACTOR's representative)

At the minimum the CONTRACTOR shall recycle each of the following demolition and construction waste materials:

- Asphalt paving: 75%
- Concrete and concrete masonry units: 75%
- Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
- Metals: 60%
- Toilets: 75%
- Appliances: 75%
- Copper cable/wire: 50%
- Transformers and ballasts: 100%
- Fluorescent lamps: 100%
- Glass: 50%
- Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

SECTION E – SPECIAL PROVISIONS

PAYMENT:

Payment for all costs associated with the solid waste and recycling plan as specified above shall be included in the various items of work as designated in the bid schedule. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to perform the construction operations specified and no additional compensation will be allowed therefore.

27. GEOTECHNICAL INVESTIGATION

Shall conform to Section 2-7 "Subsurface Data" of the GREENBOOK and the following additions and revisions:

By submitting a bid, the CONTRACTOR acknowledges that he has satisfied himself as to the nature of the WORK, including but not restricted to the conditions affecting handling and storage of materials, disposal of excess material, *level and amount of groundwater*, and ascertaining existing conditions that affect labor, materials and equipment costs.

The CITY conducted a geotechnical investigation where the proposed sewer improvements are to be constructed. The following reports are available for review by prospective bidders at Alhambra City Yard:

“Geotechnical Engineering Evaluation Report, Valley Boulevard Sewer Replacement from Garfield Avenue to Atlantic Boulevard, Alhambra, California”, dated October 18, 2016, prepared by Geo-Advantec Inc.

The geotechnical report is made available for general information and the CITY does not guarantee the accuracy of the contained information. Further, it shall be the responsibility of the CONTRACTOR to satisfy himself of the kind and type of soils, and the level of the water table to be encountered during the construction.

Each prospective bidder shall be responsible for determining the adequate level of the geotechnical information that he/she needs to prepare for his/her bid. Each prospective bidder shall be responsible for the cost of obtaining any additional information need for their bid.

PAYMENT:

Payment for all costs associated with additional geotechnical investigation as specified above shall be included in the various items of work as designated in the contract BID schedule. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved and no additional compensation will be allowed.

28. GRAFFITI REMOVAL

It shall be the CONTRACTOR's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the WORK as completed.

29. COMPLETION AND ACCEPTANCE

Shall conform to Section 6-8 "Completion, Acceptance, and Warranty" of the GREENBOOK with the following additions and revisions:

SECTION E – SPECIAL PROVISIONS

Prior to the CONTRACTOR submitting written assertion that all WORK has been completed, he shall request a punch list from the ENGINEER or his authorized representative. The punch list will include a listing of WORK not fully performed to the CONTRACT DOCUMENTS and that the CONTRACTOR must complete prior acceptance.

30. CHANGES TO THE CONTRACT

Shall conform to Section 3 "Changes in Work" of the GREENBOOK with the following revisions and additions:

1. Changes in the Contract Scope of Work

- A. Without invalidating the CONTRACT and without notice to sureties or insurers, the CITY may at any time, or from time to time order EXTRA WORK, delete WORK or otherwise revise the CONTRACT scope of work. In revising said scope of work, the CITY shall have the right and the authority to make minor changes in the WORK which can be prosecuted by the CONTRACTOR without extra cost so long as the WORK is not inconsistent with the purpose and intent of the bid and CONTRACT DOCUMENTS. The CITY reserves the right to increase, decrease, delete the amount of any item and quantity shown in the Schedule of Values and to delete any item from the CONTRACT and pay the CONTRACTOR at the unit prices shown in the Schedule of Values so long as the total amount of all changes does not exceed twenty-five percent (25%) plus or minus of the Total Bid Amount shown in the Bid Schedule. If the change exceeds this percentage, a change order to the CONTRACT scope of work should be negotiated to adjust unit bid prices.
- B. EXTRA WORK, where performed, shall be governed by all applicable provisions of the CONTRACT DOCUMENTS, as well as any additional requirements specifically identified as part of the EXTRA WORK.
- C. Changes to the CONTRACT scope of work will be authorized by field directive, CONTRACT change order, or similar written direction issued to the CONTRACTOR by the CITY. Except for emergencies endangering life, limb, or property, no EXTRA WORK shall be performed unless such work has been authorized in writing by the CITY.
- D. The CONTRACTOR shall prosecute the EXTRA WORK associated with a field directive, CONTRACT change order, or similar written direction in a timely manner.
- E. If the CONTRACTOR believes that a field directive causes an increase or decrease to either the CONTRACT sum or the CONTRACT time, the CONTRACTOR may submit a change order request to the CITY.
- F. If the CITY believes that a field directive has caused a decrease to either the CONTRACT sum or the CONTRACT time, the CITY shall process a CONTRACT change order for said decrease in CONTRACT sum or CONTRACT time.
- G. If the CONTRACTOR accepts a CONTRACT change order that does not include a time extension, the CONTRACTOR waives any claim for a time extension to the CONTRACT completion date for the work covered by that CONTRACT change order.
- H. EXTRA WORK performed by the CONTRACTOR without written authorization from a field directive, CONTRACT change order, or other similar written directive will not entitle the

SECTION E – SPECIAL PROVISIONS

CONTRACTOR to an increase in the CONTRACT sum or a time extension to the CONTRACT completion date.

2. Changes in Contract Price

- A. Whenever a change to the CONTRACT scope of work that is ordered by the CITY results in a change in CONTRACT sum, the cost of the work affected by such change will be added to or deducted from the CONTRACT sum, by a fair and reasonable valuation, which shall be determined by one or more of the following:
1. By unit price accepted by the CITY as stated in the CONTRACT DOCUMENTS.
 2. By unit prices subsequently fixed by agreement between the CONTRACTOR and the CITY. [See also 3.D below.]
 3. By an acceptable lump sum proposal from the CONTRACTOR. [See also 3.D below.]
 4. By Force Account as described in Force Account Payment Procedures below when directed in writing by the CITY.
- B. The CONTRACTOR's Change Order Request shall include any change in CONTRACT time, and shall be signed by the CONTRACTOR.
- C. The CITY will review the CONTRACTOR's Change Order Request and negotiate with the CONTRACTOR an equitable change in CONTRACT sum or CONTRACT price in accordance with negotiated CONTRACT change orders below. The change in CONTRACT sum agreed upon, and any change in CONTRACT time agreed upon, shall be incorporated into the CONTRACTOR's final Change Order Request.
- D. All CONTRACT change orders shall be signed by the CONTRACTOR and the CITY. By signature on the CONTRACT change order, the CONTRACTOR acknowledges that the adjustments to the CONTRACT sum and the CONTRACT time contained in the CONTRACT change order are to the full satisfaction and accordance of the CONTRACTOR, and that payment in full so waives any right to claim any further cost and/or time impacts at any time during and after the completion of the CONTRACT for the changes encompassed by said CONTRACT change order.
- E. After there is agreement, the CITY will prepare and process a CONTRACT change order. All CONTRACT change orders must be approved by the CITY in writing before the CONTRACT change order can be executed and the work can be authorized.
- F. Should the CONTRACTOR fail to prepare and submit a Change Order Request for a decrease in CONTRACT sum, a decrease in CONTRACT price, or both associated with a decrease in the CONTRACT scope of work within a timely manner, but in no case more than twenty (20) working days after the CONTRACTOR is directed by the CITY, or the Construction Manager acting on behalf of the CITY, to delete said work, the CITY shall process a unilateral CONTRACT change order in accordance with the Force Account Payment Procedures described below.

3. Negotiated Contract Change Orders

- A. Whenever a revision to the CONTRACT scope of work results in a potential difference in CONTRACT sum, the CONTRACTOR shall submit in the form prescribed by the CITY, an itemized breakdown of CONTRACTOR and subcontractor direct costs, including labor,

SECTION E – SPECIAL PROVISIONS

material, equipment, and approved services, pertaining to such revised work with complete supporting data for the quantities and prices quoted. Labor documentation shall include, but not be limited to, timecards for all employees of the CONTRACTOR and its Subcontractors performing all additional labor. This information shall be submitted by the CONTRACTOR to the CITY as part of a change order request.

- B. Where the CONTRACTOR's change order request includes costs submitted from any subcontractor, at any tier, for labor, material, equipment, and approved services, the CONTRACTOR shall be solely responsible for verifying the accuracy of said subcontractor costs in accordance with applicable law and the CONTRACT DOCUMENTS prior to submitting the change order request to the ENGINEER.
- C. The CONTRACTOR's direct costs shall be limited to the following:
1. Payroll costs for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or Federal or State prevailing wages, Workers' Compensation and Labor Insurance, and labor taxes as established by Law. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager. The CONTRACTOR's direct costs shall not include any costs associated with documenting employee labor hours associated with any revision in CONTRACT scope of work as all such indirect costs form a part of the CONTRACTOR's overhead expense.
 2. The cost of materials, including sales tax, if paid for by the CONTRACTOR or its subcontractor, in such work as can be substantiated by documentation considered acceptable to the Construction Manager.
 3. The cost of equipment based on fair rental or ownership value as accepted by the Construction Manager. The rates for rented or contractor-owned equipment shall not exceed the rates as published in the State of California, Business, Transportation, and Housing Agency, Department of Transportation, Construction Program, Labor Surcharge & Equipment Rental Rates, latest Edition. For equipment, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use.
 4. The cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's Managers or Superintendents, its office and engineering staff, its office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the CONTRACTOR's overhead expense.
- D. Under the methods described in Paragraphs 2.A.2 and 2.A.3 above, the maximum percentage which will be allowed for the CONTRACTOR's combined overhead and profit shall be limited to the following:
1. For WORK by its own organization, the CONTRACTOR may add the following percentages:

a. Direct Labor	Twenty Percent (20%)
b. Materials	Five Percent (5%)
c. Equipment (owned or rented)	Five Percent (5%)

SECTION E – SPECIAL PROVISIONS

2. For all such work done by subcontractors, such subcontractor may add the same percentages as for the CONTRACTOR in Paragraph 3.D.1 above to its actual net increase in costs for combined overhead and profit. The CONTRACTOR may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit.
 3. For all such work done by subtier-subcontractors, such subtier-subcontractors may add the same percentages as for the CONTRACTOR as listed in Paragraph 3.D.1 above to its actual net increase in costs for combined overhead and profit, and the subcontractor may add up to five percent (5%) of the subtier-subcontractor's total for its combined overhead and profit. The CONTRACTOR may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit.
 4. To the total of the actual costs and fees allowed herein, not more than two percent (2%) shall be added for additional bond and insurance costs.
- E. The above fees represent the maximum limits which will be allowed, and they include all and any costs, markups, profits, etc. associated with the preparation and performance and completion of the WORK.
- F. When both additions and credits are involved in any one CONTRACT change order, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work; i.e., labor, material, equipment, approved services, and subcontractors. The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in the CONTRACT sum will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method for Force Account Payment.
- G. The CONTRACTOR shall not claim for anticipated profits on WORK that may be omitted.

4. Force Account Payment Procedures

- A. If either the amount of WORK, payment, or time extension for a CONTRACT change order cannot be determined or agreed upon beforehand, the CITY may direct by a Field Directive or CONTRACT change order that the CONTRACTOR perform a revision to the CONTRACT scope of work on a Force Account basis. For the actual WORK performed, the CONTRACTOR's payment will be made for the documented actual cost of the following:
1. Payroll costs. (See Paragraph 3.C.1 above for the definition of Direct Labor Payroll Costs.)
 2. Material costs. (See Paragraph 3.C.2 above for the definition of Material and Installed Equipment costs.)
 3. Equipment costs. (See Paragraph 3.C.3 above for the definition of Equipment costs.)
 4. Additional bonding costs. [See Paragraph 4.B below.]
 5. Additional insurance costs. [See Paragraph 4.B below.]
- B. To the preceding costs, there shall be added the following fees for the CONTRACTOR, subcontractor, or subtier-subcontractor actually performing the WORK:

SECTION E – SPECIAL PROVISIONS

1. For WORK by its own organization, the CONTRACTOR may add the following percentages:
 - a. Direct Labor Twenty Percent (20%)
 - b. Materials Five Percent (5%)
 - c. Equipment (owned or rented) Five Percent (5%)
 2. To the total of the actual costs and fees allowed hereunder, not more than two percent (2%) shall be added for additional bonding and insurance costs for.
- C. For WORK performed by an approved subcontractor, the CONTRACTOR may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the CONTRACTOR's administration of the WORK performed by the subcontractor.
- D. For WORK performed by a subtier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the subcontractor's administration of the WORK performed by the sub-subcontractor. The CONTRACTOR may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five percent (5%) of said total. No further compensation will be allowed for the CONTRACTOR's administration of the WORK performed by the subcontractor.
- E. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the CONTRACTOR's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.
- F. The CITY reserves the right to furnish such materials and equipment as it deems expedient, and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment
- G. For equipment under Paragraph 4.A.3 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. The rates for rented or contractor-owned equipment shall not exceed the rates as published in the State of California, Business, Transportation, and Housing Agency, Department of Transportation, Construction Program, Labor Surcharge & Equipment Rental Rates, latest Edition. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, mobilization, and incidental costs, and no further allowances will be made for those items, unless specific agreement to that effect is made.
- H. Prior to the commencement of Force Account work, the CONTRACTOR shall notify the CITY of its intent to begin work. Labor, equipment and materials furnished on Force Account work shall be recorded daily by the CONTRACTOR upon report sheets furnished to the CONTRACTOR by the CITY. The reports, if found to be correct, shall be signed by both the CONTRACTOR and the CITY, and a copy of which shall be furnished to the CITY no later than the working day following the performance of said work.
- I. The daily report sheet shall thereafter be considered the true record of Force Account work provided. If the CITY does not agree with the labor, equipment and/or materials listed on

SECTION E – SPECIAL PROVISIONS

the CONTRACTOR's daily Force Account report, the CONTRACTOR and CITY shall sign-off on the items on which there is agreement. The Construction Manager shall then review the items of disagreement, and will advise the CONTRACTOR, in writing, of its determination. If the CONTRACTOR disagrees with this determination, it shall have the right to file a claim notice in accordance with Section "Claims and Resolution of Claims".

- J. The CONTRACTOR shall maintain its records in such manner as to provide a clear distinction between the direct costs of work paid for on a Force Account basis and the costs of other operations.
- K. To receive partial payments and final payment for Force Account work, the CONTRACTOR shall submit, in a manner approved by the CITY, detailed and complete documented verification of the CONTRACTOR's and any of its subcontractor's actual costs involved in the Force Account pursuant to the associated Field Directive or CONTRACT change order. Such costs shall be submitted within thirty (30) calendar days after said work has been performed. No payments will be made for WORK billed and submitted to the Construction Manager after the thirty (30) calendar day period has expired.
- L. The CONTRACTOR's Force Account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, a copy of all time cards, and the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.
- M. When both additions and credits are involved in any one CONTRACT change order, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The CONTRACTOR shall not claim for anticipated profits on WORK that may be omitted.

5. Unit Price Adjustments Due to Increased or Decreased Quantities

The unit prices as stated in the Bid Proposal and as negotiated in any CONTRACT change order shall apply to one hundred percent (100%) of the quantity indicated to be the estimated quantity for the Bid item, plus or minus twenty-five percent (25%).

6. Differing Site Conditions

- A. Pursuant to California Public Contract Code Section 7104, the CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CITY in writing, if any of the following is encountered:
 - 1. Material at the Project Site that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class 1, Class 11, or Class III disposal site in accordance with provisions of existing law.

SECTION E – SPECIAL PROVISIONS

2. Subsurface or latent physical conditions at the Project Site that differs from those indicated in the CONTRACT DOCUMENTS.
 3. Unknown physical conditions at the Project Site of any unusual nature which differs materially from those ordinarily encountered, and which is generally recognized as inherent in work of the character provided for in the CONTRACT DOCUMENTS.
- B. Upon notification the CITY shall promptly, investigate the conditions observed by the CONTRACTOR. If the CITY finds that the conditions do materially differ from the Bid and CONTRACT DOCUMENTS, or do involve hazardous waste, and do cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, prosecution of any part of the WORK, the CITY shall cause to be issued a CONTRACT change order under the procedures provided for CONTRACT change orders.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, prosecution of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled CONTRACT completion date provided for by the CONTRACT, but shall proceed with all WORK to be performed under the CONTRACT. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the CITY and the CONTRACTOR and in accordance with Section "Claims and Resolution of Claims". No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the required notice.

7. Discrepancies in the Bid and Contract Documents

Any discrepancies, conflicts, errors or omissions found in the CONTRACT DOCUMENTS shall be promptly reported in writing to the ENGINEER, who will issue a correction in writing. The CONTRACTOR shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the ENGINEER, and no additional payment or time shall be allowed therefore, except as provided in the GREENBOOK.

If discrepancies are discovered, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the ENGINEER. The CONTRACTOR shall be compelled to act on the ENGINEER's decision as directed. In the event the installation is not in compliance with the direction of the ENGINEER, the installation shall be corrected by and at the expense of the CONTRACTOR at no additional cost to the CITY. In case of such discrepancies, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

8. Errors and Omissions

If the CONTRACTOR, in the course of the WORK, becomes aware of any claimed errors or omissions in the CONTRACT DOCUMENTS or in the CITY's field work, he shall immediately inform the ENGINEER. The ENGINEER shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the CONTRACTOR accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the CONTRACT, the CITY shall issue an appropriate change order. After discovery of an error or omission by the CONTRACTOR,

SECTION E – SPECIAL PROVISIONS

any related work performed by the CONTRACTOR shall be done at its risk unless authorized by the ENGINEER.

31. CLAIMS AND RESOLUTION OF CLAIMS

Shall conform to Section 3-5 "Disputed Work" of the GREENBOOK with the following revisions:

Claims

If the CONTRACTOR disagrees with the CITY's decision, or in any case where the CONTRACTOR deems additional compensation or a time extension to the CONTRACT period is due the CONTRACTOR for work or materials not covered in the CONTRACT or which the CITY has not recognized as EXTRA WORK, the CONTRACTOR shall notify the CITY, in writing, of its intention to make a claim.

Claims pertaining to decisions shall be submitted in writing to the CITY within five (5) working days of the CONTRACTOR's notification of the CITY's decision.

All other claims notices for EXTRA WORK shall be filed in writing to the ENGINEER prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, and the estimated amount for the claim. No claim for additional compensation or extension of time for a delay will be considered unless the provisions of these SPECIFICATIONS for Delays and for Time Extensions are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the CONTRACTOR shall not recover costs incurred by the CONTRACTOR as a result of the alleged EXTRA WORK, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The CONTRACTOR should understand that timely notice of potential claim is of great importance to the CITY, and is not merely a formality. Such notice allows the CITY to consider preventative action, to monitor the CONTRACTOR's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the CONTRACTOR, and the fact that the CITY has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

Records of Disputed Work

In proceeding with a disputed portion of the WORK, the CONTRACTOR shall keep accurate records of its costs and shall submit to the CITY, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used.

Submission of Claim Costs

Where the CONTRACTOR disagrees with any decision of the CITY, or where the CONTRACTOR believes that it has not been properly compensated for a CONTRACT change order, or where the CONTRACTOR believes that compensation is due for a Field Directive, the CONTRACTOR shall submit a claim in accordance with the following schedule:

1. To dispute a decision made by the CITY, the CONTRACTOR shall submit to the CITY a claim within five (5) working days of the disputed decision.

SECTION E – SPECIAL PROVISIONS

2. The CONTRACTOR shall keep accurate records of its costs of disputed work, and shall submit to the CITY daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the CITY at the end of the following working day of the day the disputed work is performed by the CONTRACTOR. Receipt of such information by Construction Manager shall not be construed as an authorization for or acceptance of the disputed work. A total final claim amount shall be submitted to the CITY within five (5) working days of completion of the disputed work. The total final claim submittal shall include the daily summaries previously submitted.

Claims shall include an itemized breakdown of the CONTRACTOR's and subcontractor's direct costs, including labor, material, equipment, and approved services, pertaining to such disputed work with complete supporting data for the quantities and prices quoted. Labor documentation shall include, but not be limited to, time cards for all employees of the CONTRACTOR and its Subcontractors performing all additional labor. This information shall be submitted by the CONTRACTOR to the CITY as part of a Change Order Request.

In the event that the CITY determines that a claim is just, the CITY shall be allowed to pay for the disputed work in accordance with Section "Changes to the Contract".

Claims Meetings

From time to time the CITY may call a special meeting to discuss outstanding claims should the CITY deem this of possible help. The CONTRACTOR shall cooperate and attend such meetings prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

Resolution of Claims

For all contracts awarded during the effective dates of Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for **Three Hundred and Seventy-Five Thousand Dollars (\$375,000)** or less shall be resolved pursuant to the provisions of that code section.

Unless this CONTRACT provides otherwise, all claims, counterclaims, disputes, and other matters in question between the CITY and the CONTRACTOR that are not resolved between the CITY and the CONTRACTOR and are not governed by Public Contract Code 20104 shall be decided by a court of competent jurisdiction.

Arbitration shall not be used for resolution of these disputes. Should either party to this Agreement bring legal action against the other, the case shall be handled in the California County where the WORK is being performed.