



**CITY OF IRVINE
ORANGE COUNTY, CALIFORNIA**

**NOTICE INVITING BIDS, PROPOSAL,
CONTRACT AND SPECIAL PROVISIONS
FOR**

**GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3
8000 GREAT PARK BOULEVARD
CIP 372602
BID NO. GP-26-0004**

**CITY OF IRVINE
1 CIVIC CENTER PLAZA
P.O. BOX 19575
IRVINE, CALIFORNIA 92623-9575**

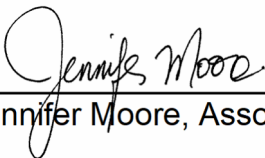
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IRVINE, CA 92612**

JULY 2026

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3
8000 GREAT PARK BOULEVARD
CIP 372602

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR
UNDER THE DIRECTION OF:





Jennifer Moore, Associate Principal

R.L.A. No. 6621

APPROVED BY:



7/14/2026, 4:57:06 PM

00956907-CTIS

Lincoln Lo, P. E. **Lincoln Lo - City Engineer**
Deputy Director/City Engineer
R.C.E. No. 66116

07/14/2026

Date

Date

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CITY OF IRVINE, CALIFORNIA
NOTICE INVITING BIDS
BID NO. GP-26-004

NOTICE IS HEREBY GIVEN that sealed bids with online bid price submittal will be received by the Purchasing Agent of the City of Irvine, California, for furnishing all labor services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the contract documents for **Great Park Shade Improvements – Phases 2 & 3** together with appurtenances thereto, in strict accordance with the specifications.

DATE OF OPENING BIDS: Bid prices for each line item of the Schedule of Work must be entered and all other required documents for the bid proposal packet (pages 13, 19-32), CWA Letter of Assent (Appendix A, Community Workforce Agreement, Attachment A) and Minimum Wage Ordinance Declaration of Compliance (Appendix B) must be uploaded to the BidsOnline system in accordance with the instructions beginning on page 17 no later than **10:00 a.m. on August 12, 2026**. No late bids will be accepted. No other method of bid submittal will be accepted.

Bids will be made publicly available via BidsOnline at the date and time specified above.

LOCATION OF THE WORK: The work to be performed hereunder is located in the City of Irvine, County of Orange, within the Great Park located at 8000 Great Park Boulevard.

MANDATORY PRE-BID MEETING: There will be a **mandatory** pre-bid meeting on **July 28, 2026, at 10:00 a.m. at the** city's Great Park administrative trailer, located at the Great Park in Irvine, in Parking Lot 0 (33°40'32.83"N, 117°44'50.58"W). Failure to attend will result in your bid being declared non-responsive.

DESCRIPTION OF WORK: The work to be performed shall include, but not be limited to: Removal of concrete paving, asphalt paving, decomposed granite paving, irrigation, landscape areas, trees, salvage and relocation of site furniture, relocation of electrical service and irrigation, structural design and installation of hypar sail style canopies, two-post hip style canopies, and semi-custom canopies, restoration of concrete, decomposed granite and landscape areas, and other items not mentioned here, but are required by the plans and Special Provisions.

Further, the contractor shall prepare code compliant, stamped and signed (by a structural engineer registered in the state of California) structural drawings and calculations for each shade structure type, as a deferred submittal, for approval by the City prior to fabrication.

The Engineer's construction cost estimate for the project is above \$3,600,000.00 (rounded to the nearest ten thousand).

LICENSE REQUIREMENT: **Prime Contractor must possess a valid Class "B" license.** At the time of submitting the bid, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3.

DEBARRED CONTRACTORS: The City of Irvine Municipal Code Section 2-12-101 *et seq.* sets forth procedures to debar Contractors from bidding or performing work on City of Irvine contracts at any tier, whether prime, subcontractor, etc. Accordingly, certain Contractors have been debarred and are listed on the City's website at www.cityofirvine.org/purchasing. Select the Purchasing Resources button, then click on the link which states: "For a list of Debarred Contractors, please [click here](#)."

COMPLETION OF WORK AND LIQUIDATED DAMAGES: All work, including City approved structural drawings and calculations, shall be completed in a total of **One-Hundred and Sixty (160) Working Days**. Liquidated damages shall be **Five Thousand Two Hundred Dollars (\$5,200)** per Calendar Day, for each and every Calendar Days delay in finishing the work

AWARD OF CONTRACT: The award of the Contract, if it is awarded, will be to the lowest responsive and responsible Bidder whose bid complies with all the requirements prescribed. The City reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the City, and to reject all other bids.

PROPOSAL GUARANTEE AND BONDS: Each bid shall be accompanied by a scanned copy of a certified or cashier's check or corporate surety bond issued by a surety company, admitted to do business in the State of California, on the form furnished by the City as guarantee that bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure Workers' Compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract ("Performance Bond") and for the payment of claims of materialmen and laborers thereunder ("Payment Bond"). Said check or bidder's bond shall be in an amount of not less than ten percent (10%) of the amount of the bid. **Bidders with the three lowest responsive bids shall deliver an original hard copy of the certified check, cashier's check or surety bond to the first-floor Receptionist for the Purchasing Agent at 1 Civic Center Plaza, Irvine, CA 92606, within five (5) business days of the bid opening date before 5:00 p.m. on the fifth business day. Failure to submit the original check or bidder's bond shall result in the bid being declared non-responsive.** The Performance and Payment Bonds shall be not less than one hundred percent (100%) of the total amount of the bid price named in the contract. Only bonds issued by companies admitted to do business in the State of California will be accepted in accordance with the Code of Civil Procedure Section 995.311. Failure to submit acceptable Payment and Performance Bonds as required shall result in a rejection of the bid and a forfeiture of the proposal guarantee.

PREVAILING RATES OF WAGES: Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, *et seq.*

The CITY is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein, and will be complied with by CONTRACTOR. CONTRACTOR shall abide by all applicable Sections of the California Labor Codes including Sections 1770 - 1781, *et seq.* In accordance with the provisions of

Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dirdatabases.html>. The CONTRACTOR, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The City reminds all contractors and subcontractors of the adoption of Senate Bill 96 – Amendments to California Prevailing Wage Law Requires Additional Measures by Public Agencies, Contractors and Subcontractors, and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. All contractors and subcontractors who plan to bid on a public works project when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. Subject to the exceptions set forth in Labor Code Section 1725.5, bids from contractors that are not currently registered will be deemed nonresponsive. Further, the City will not award a contract to and no contractor or subcontractor will be allowed to work on a City public works project meeting these parameters unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

LABOR REGULATIONS: The Contractor shall comply with all applicable requirements of the California Labor Code and the City of Irvine Municipal Code.

COMMUNITY WORKFORCE AGREEMENT: This project is subject to the Community Workforce Agreement (CWA) between the City and the Los Angeles/Orange County Building and Construction Trades Council (Trades Council). The CWA establishes labor relations policies and procedures for the Contractor and subcontractors of all tiers – including a local hire goal, payment of employee fringe benefits through a union trust fund and registering employees through a union hall. A signed Letter of Assent must be submitted with Bid proposal packet. The City of Irvine will utilize a CWA Administrator who will work with the Contractors and the Trades Council to oversee the provisions of the CWA. A copy of the CWA is included in Appendix A.

Prior to any work being done on the project, Contractors that are not signatory with one of the unions that are signatory to the CWA shall register each of their own workers (Core Employees) with the appropriate union hall and must provide a listing (Core Employees List, see Appendix A) of their Core Employees to the CWA Administrator. The CWA contains a local hiring goal of 30%, calculated based on total hours worked. The local hire provision requires best efforts to utilize qualified workers first residing in the Local Zip Code List (see Appendix A), then to Veterans residing in Orange County, then to graduates from the Building Trades Multi-Craft Core Curriculum (MC3 Graduates) residing in Orange County, and finally other residents of Orange County. When requesting workers from the union hiring hall, the Contractor shall use the Craft Request Form (see Appendix A). This form must be sent to the union hiring hall 48 hours prior to when the worker is needed. The Contractor must hold a Pre-Job Conference that is to be attended by all subcontractors and those attending will disclose their scope of work and union assignments to the Building Trades. The Contractor must fill out the Pre-Job Conference Form (see Appendix A) and submit to the CWA Administrator a week prior to scheduling the Pre-Job Conference.

MINIMUM WAGE ORDINANCE: The City of Irvine requires certain contractors to comply with the provisions of Division 6, “Minimum Wage Requirements,” of Title 2, “Administrative Services,” of the Irvine Municipal Code. These provisions require certain contractors to pay each Covered Employee no less than the Contractor Minimum Wage Requirement.

Contractors subject to these provisions are persons or businesses that enter into a new service contract or any service contract with the City of Irvine to provide services with an estimated value of two hundred thousand dollars (\$200,000) or more for any consecutive twelve-month period. Contractors subject to these provisions include all subcontractors retained by a contractor to perform any or all of the functions covered by the relevant contract. A signed Declaration of Compliance must be submitted with Bid proposal packet.

“Covered Employee” means any employee whose services fulfill the Contractor’s obligations under the agreement with the City. Bona fide volunteers shall not be considered “Covered Employees.”

“Contractor Minimum Wage Requirement” means the State Minimum Wage plus \$3.50 per hour.

“State Minimum Wage” means the generally applicable minimum hourly wage required by the State of California, as it may be amended from time to time.

PLANS AND SPECIFICATIONS: To obtain a copy of the bid documents, please visit the City of Irvine’s website at www.cityofirvine.gov/purchasing. Click on the “Supplier Registration and Bid Opportunities” link and review the information about our online system. Next, click on the “BidsOnline” link. If you are not currently registered with the City of Irvine, please click on the “New Vendor Registration” button and then complete the electronic supplier registration process, including selecting Category Code(s) describing the goods and/or services you provide, as well as entering your Contractors State License information. After registering your firm, click on the “Bid Opportunities” button to view and download the Bid Documents. Interested firms must be registered on the City’s website and download the

Bid Documents in order to submit a bid. Firms must also check the website periodically for addenda information as failure to download any and all addenda will result in bid disqualification.

SECURITY FOR COMPLETION OF WORK: The Contract Documents establish a provision for monthly progress payments based upon the percentage of work completed as determined by the Engineer. The City will retain a portion of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amount so retained upon compliance with the requirements of California Public Contract Code § 22300 and the provisions of the Contract Documents, Special Provisions Subsection 9-3.2.2 pertaining to "Substitution of Securities."

PROJECT ADMINISTRATION: All questions relative to this project prior to opening bids must be submitted via PlanetBids no later than **July 30, 2026, at 10:00** a.m. to allow adequate time for the City to respond to all registered plan holders. No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single submission.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's IFB and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this IFB, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following:

Stacey Chou
Senior Buyer
SChou@cityofirvine.org

CITY OF IRVINE

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INSTRUCTIONS TO BIDDERS, PROPOSAL REQUIREMENTS AND CONDITIONS

1. CONTRACT DOCUMENTS: The Contract Documents shall consist of:

- a) Permits and Agreements
- b) Contract
- c) Addenda
- d) Instructions to Bidders, Proposal Requirements and Conditions
- e) Special Provisions
- f) Contract Plans
- g) Standard Plans
- h) Standard Specifications
- i) Reference Specifications
- j) Appendices

all of which are hereby referred to and made a part hereof.

2. BID PROPOSALS: To be considered, bids shall be made in accordance with the following instructions:

- a) For the convenience of bidders, the "SCHEDULE OF WORK" has been posted on the City's BidsOnline system. Bidders must enter their unit price information online in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS included herein. Unit prices must be entered online and then the extended prices and total bid price will be automatically calculated.
- b) Bids shall be submitted only on bid items stated in the Bid Documents; bids on other bases will not be considered. Bids that are not submitted on the prescribed forms, and in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS may be rejected.
- c) Unless called for, additive bids will not be considered.
- d) Pursuant to the provisions of Public Contract Code § 4101 to 4108, inclusive, every Bidder shall set forth in its bid:
 - 1) The Bidder shall list the name, license number, and location of the place of business of each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime

contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- 2) The bid item numbers and the percentage of the bid item subcontracted.
- e) In the event additive bids are called for and the Bidder intends to use different or additional subcontractors on the additive(s), the Bidder shall fill out additional copies of the LIST of SUBCONTRACTORS Form of the list of subcontractors and shall identify such forms with relation to whether they apply to the base or additive bids.
 - f) If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2%) of the Bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater, the Bidder agrees to perform that portion of work himself. The successful Bidder shall not, without the consent of the City, either:
 - 1) Substitute any person, firm or corporation as subcontractor in place of the subcontractor designated in the original bid, or
 - 2) Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
 - g) If required in the Notice Inviting Bids, bids shall be accompanied by a certified or cashier's check or an acceptable corporate bid bond on the form furnished by the City for an amount not less than ten percent (10%) of the bid, made payable to the order of the City of Irvine. The check or bid bond shall be a guarantee that the Bidder will enter into a contract and provide all required insurance and bonds if awarded the work; and in case of refusal or failure to enter into the contract, the check or bid bond shall be forfeited. The City will return Bidder's check if the project is not awarded to Bidder.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090.

- h) Before submitting a bid, bidders shall carefully examine the work site, the Contract Documents and the form of Contract and shall fully inform themselves about all existing conditions and limitations. Bidders shall include in their bids a sum to cover the cost of all work included in the Contract.
- i) Bid prices must be entered and the bid proposal packet must be uploaded to the BidsOnline System on or before the day and hour set for the bid opening in the Notice Inviting Bids. No other method of bid submittal will be accepted. Bidders with the three lowest responsive bids shall deliver an original hard copy of the certified check, cashier's check or surety bond to the first floor

Receptionist for the Purchasing Agent at 1 Civic Center Plaza, Irvine, CA, 92606 within five (5) business days of the bid opening date before 5:00 p.m. on the fifth business day.

- j) A bid may be considered non-responsive if it does not comply with the requirements set forth in these bid documents. A responsive bid is one that complies with the solicitation in all acceptability and material respects and contains no material defects.
- 3. WITHDRAWAL OF BIDS: Bids may be withdrawn at any time before the bid deadline, by going back into the BidsOnline system and selecting "Withdraw."
- 4. INTERPRETATION OF DRAWINGS AND DOCUMENTS: REQUESTS FOR CLARIFICATION: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans and specifications, or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he shall submit his questions to the Purchasing Agent a written request for all interpretations or corrections thereof via PlanetBids not later than the deadline for submitting questions, as set forth in the Notice Inviting Bids section herein. Any clarification or correction of the proposed documents will be made only by Addendum duly issued, with notice provided to all firms who downloaded the bid documents from the City's website. The City is not responsible for any other explanations or interpretations of the proposed documents.
- 5. ADDENDA TO THE CONTRACT DOCUMENTS: Any addenda issued during the time of bidding, or forming a part of the Contract Documents after the Bidder has downloaded the bid documents from the City's website, shall be taken into account in the bid and shall be made a part of the Contract.

Addenda may be issued by the City of Irvine for any reason, including but not limited to, clarifying or correcting the Notice Inviting Bids, Special Provisions, Plans, or Bid.

Bidders will be notified of such Addenda during the period of advertising either by email or posting on the City's website, provided however, each Bidder shall be solely responsible for obtaining any such Addenda.

Bids submitted prior to the posting of any Addendum will be invalidated. To remain eligible, the Addendum must be acknowledged to confirm review. After acknowledgement, the Bidder is required to resubmit their bid.

The Bidder shall acknowledge the receipt of Addenda on the City's BidsOnline system. Any bid submitted prior to the addenda will be invalidated in the system. It is the bidder's responsibility to resubmit the bid and ensure the submittal is current and valid.

- 6. BIDDER RESPONSIVENESS: Failure of the Bidder to provide requested information in a complete and accurate manner may be considered non-responsive resulting in rejection of the bid. The use of "N/A" or "n/a" in response to any request for

information without an explanation as to why that abbreviation is being used may render the bid non-responsive.

7. **BIDDER RESPONSIBILITY:** Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Contractor is non-responsive if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the City or any other entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; or (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider Bidder's past conduct on City projects or on any other public or private projects upon which Bidder performed work.
8. **BIDDER DEBARMENT:** Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Bidder shall be debarred if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the City or any entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider past conduct of the Contractor on City projects or on any other public or private projects which Contractor performed work.
9. **OPENING BIDS:** Bids will be publicly available via BidsOnline at the time and date set in the Notice Inviting Bids.
10. **BID PROTEST PROCEDURES:**
 - a) **BASIS FOR PROTEST:** It is the policy of the City to ensure that free and open competition takes place in all procurement activities. If, in the course of a procurement action, an interested party has reason to believe that these conditions do not exist, the interested party may file a protest in accordance with the provisions of these procedures with the City of Irvine Purchasing Agent requesting a review of the claim and a timely resolution of the issue. Any bidder on a project for which it submitted a timely bid may protest the contract award for that project; however, subcontractors, suppliers or other third parties may not protest contract awards. Moreover, complaints about alleged ambiguity of

the bid documents and/or estimates are not appropriate subject matters for bid protests.

- b) **BID PROTEST CONTENTS:** The bid protest shall be submitted in writing via email to the attention of the Purchasing Agent. The written protest shall include:
 - 1) The solicitation number and project description.
 - 2) The name, address, phone number, and email address of the protesting party.
 - 3) A detailed statement of all the legal and factual grounds for the protest and all relevant, supporting documentation (including all written documentation). The grounds for protest must be fully supported.
 - 4) Statement of the form of relief requested from the City.
 - 5) Signature of an authorized representative of the protesting party.
- c) **DEADLINE TO SUBMIT BID PROTESTS:** Bid protests must be filed within five (5) business days after the deadline for receiving bids.
- d) **WHERE TO FILE:** All protests are to be directed to the City of Irvine Purchasing Agent. Protests must be submitted in writing via email to: greatparkbids@cityofirvine.org. A copy of the email must also be sent to the project manager whose email address is set forth in the bid documents. (A document is considered filed on a particular calendar day when it is received via email by the City of Irvine Purchasing Agent by 5:00 p.m., Pacific Standard Time, on that calendar day.) Although not required, in addition to submitting a protest via email, an original protest letter may be sent via United States Postal Service to: Attn: Purchasing Agent, City of Irvine, P.O. Box 19575, Irvine, CA 92623-9575.
- e) **BID PROTEST REVIEW:** Upon receipt, the Purchasing Agent shall consider the protest and may give notice of the protest and its basis to other persons including bidders involved in or affected by the protest. A protest shall be dismissed for failure to comply with any of the requirements set forth in the "Bid Protest Contents" section above. The Purchasing Agent shall review all material submitted with the protest. No additional material will be accepted for consideration from the protesting party unless specifically requested by the Purchasing Agent. If additional material is requested, it must be submitted by the requested date. The Purchasing Agent shall respond to the protesting party via email within ten (10) business days after receipt of the protest. Final determinations shall be binding, except as otherwise provided below.
- f) **RECONSIDERATION OF PROTEST DECISION:** A protesting party may request the Purchasing Agent's reconsideration of a decision prior to contract award only if one or both of the following conditions are met:

- 1) New information becomes available that was not previously known, or could not have been reasonably known, at the time of the original protest; and/or
- 2) The Purchasing Agent's decision contains an error of law.

Any request for reconsideration of a protest decision must be submitted in writing via email to the Purchasing Agent within three (3) business days from the date of issuance of the initial decision. The request must include a detailed explanation of the basis for reconsideration as set forth above. The Purchasing Agent shall respond to the request for reconsideration within seven (7) business days from receipt of the request.

- g) **CONTRACT AWARD:** At its discretion, the City may delay the execution of any proposed agreement pending the resolution of a protest unless one or both of the following conditions are present:

- 1) The project or service being procured is urgently required; and/or
- 2) Failure to make prompt award will otherwise cause undue harm to the City.

- h) **REMEDIES:** There shall be no limitation on remedies selected by the City. Nothing contained herein shall be considered to either act as a limitation on the City's choice of remedies or confer any right upon any interested party to a remedy. In determining the appropriate remedy, the City shall consider all the circumstances surrounding the solicitation, the contract selection, and/or the contract award, including, but not limited to: the seriousness of any deficiency found to exist in the contracting process; the effect of the action of the competitive process; any urgency surrounding the contract requirement; and the effect that implementing the remedy will have on the City's overall ability to accomplish its mission. If the City determines that the award or proposed award was not made in accordance with the applicable City statutes, regulations, policies, and procedures, the City may, in its sole discretion, grant any of the following or any other remedy it deems appropriate: If pre-award, reject all bids and issue a new solicitation, make a new contractor selection or award a contract consistent with applicable statutes, regulations, policies, and procedures; or if post-award, refrain from extending the term of the contract or awarding task orders under an existing task order agreement; or at its sole discretion, take no further action.

11. **AWARD OR REJECTION OF BIDS AND EXECUTION OF CONTRACT:** The award of the Contract will be as of the date specified in the Notice of Award issued by the City. The award of the Contract shall not constitute a binding obligation on City until the Contract has been lawfully executed by all parties and the Contractor has submitted all required insurance certificates and bonds to the City.

The Contractor shall not commence work in advance of the execution of the Contract, the delivery of the bonds and insurance certificates, as specified above and purchase order issuance.

The award of the Contract, if it is awarded, will be to the responsive and responsible Bidder who submitted the lowest Bid complying with these Proposal Requirements and Conditions and with the Notice Inviting Bids. The lowest bid shall be the lowest bid price on the base contract without consideration of the Additive Bid Items. Such award, if made, will be made within ninety (90) Calendar Days after the opening of the proposals. The ninety (90) Calendar Days period shall be subject to extension for such further period as may be agreed upon in writing between the City and the Bidder(s) concerned. All bids will be compiled on the basis of the estimated quantities of work to be done as shown in the Proposal. However, until an award is made, the City of Irvine reserves the right to reject any and all bids or to waive any informality in bids received if doing so is deemed to best serve the interest of the City.

12. **CONTRACT AND BONDS:** The Contract, which the successful Bidder, as Contractor, will be required to execute, is included in the Contract Documents and should be carefully examined by the Bidder.

The successful Bidder, simultaneously with his execution of the Contract, will be required to furnish a Payment Bond and a Performance Bond. Said bonds shall be in the form of the two (2) sample bonds included in these Contract Documents and based upon conditions specified in the Standard Specifications Section 2-4, "Contract Bonds," and as specified in the Special Provisions and shall be secured from a surety company satisfactory to the City.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090. Failure to submit acceptable Payment and Performance Bonds as required shall result in rejection of bid and forfeiture of the proposal guarantee.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents will be made without securing the consent of the surety or sureties on the Contract bonds.

The Contract shall be signed by the successful Bidder and delivered to the City together with the Contract bonds within ten (10) days of the date specified in the Notice of Award issued by the City, not including Saturdays, Sundays, and legal holidays. The Contractor shall submit insurance certificates electronically in accordance with 5-4 of the Standard Specifications and as set forth in the Contract Documents. The executed Contract, together with the required bonds, will be filed with the Clerk of the City of Irvine.

Failure of the lowest responsive and responsible Bidder to execute the Contract and file acceptable insurance certificates and bonds as provided herein within ten (10) days of award of the Contract, not including Saturdays, Sundays and legal holidays, shall be just cause for the forfeiture of the bid bond. The successful Bidder may file with the City a written notice, signed by the Bidder or his authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him. The

filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable certificates of insurance and bonds within the time herein before prescribed.

13. SPECIAL NOTICE: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of this work as will not cause any interruption or interference with any other contractor.
14. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make or file or be interested in more than one bid as prime contractor for the same work.
15. BIDS TO BE LEFT ON DEPOSIT: No Bidder may withdraw its bid for a period of ninety (90) Calendar Days after the time set for opening thereof. However, the City will return all certified checks within fifteen (15) days, not including Saturdays, Sundays, and legal holidays, after the award of the Contract or rejection of the bids, as the case may be, to respective Bidders whose bids are not accepted.
16. NON-COLLUSION DECLARATION: All Bidders shall submit with their bids an executed non-collusion declaration on the form provided in the bidding documents. Failure to provide completed form shall result in the bid being deemed non-responsive.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is 800-424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

17. SUBSTITUTIONS: Where the Specifications or drawings specify any material, product, thing, or service by one or more brand names, whether or not "or equal" is added, and a Bidder wishes to propose the use of another item as being equal, he shall request approval therefor as set forth in 4-6 of the Standard Specifications and Special Provisions.
18. REPORTING SUSPECTED IMPROPRIETY, GROSS WASTE, FRAUD AND OTHER ACTS: Any City and/or Great Park official, employee, and/or contractor who suspects any type of impropriety relating to purchasing or contracting activities, or gross waste, fraud, or abuse of City and/or Great Park funds or resources, a gross abuse of authority, a specified and substantial danger to public health or safety due to any act or omission of any City and/or Great Park official, employee, or contractor, or the use of a City and/or Great Park office or position, or of City and/or Great Park resources for personal gain, should report the act by calling the City's Integrity Line at 866-428-1509. All such reports shall remain anonymous if desired by the reporting

party. Suspected fraudulent activities include bid rigging, product substitution, theft, overcharging, false certifications and representations, and the like. Any allegations of bribery, kickbacks, gratuities, and conflicts of interest involving City employees should also be reported.

19. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any Contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the City unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment in writing.

20. OTHER REQUIREMENTS: Before entering into a Contract, the Bidder to whom the Contract has been awarded shall satisfy all insurance requirements per Section 5-4 of the Standard Specifications and Special Provisions and such insurance shall be maintained in full force and effect at its own expense during the life of this Contract.

Upon request, the successful Bidder shall furnish to the City a statement of its financial condition and previous construction experience or such other evidence of his qualifications.

21. LABOR CODE:

PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

All contractors and subcontractors who plan to bid on a public works project (the definition of "public works" is found at Labor Code Section 1720, *et seq.*) when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. By submitting a bid for a City of Irvine project, the contractor acknowledges the above requirements and agrees to maintain a valid Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- b) Pursuant to Labor Code Section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition to the requirement for submittal of certified payroll records **to the City**, contractors and subcontractors shall furnish electronic certified payroll records to the Labor Commissioner **(State of California, Division of Labor Standards Enforcement)**.

Contractors and subcontractors shall be responsible for complying and staying current with all DIR requirements and regulations. More information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Attention is directed to Labor Code § 1735 of which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in the Government Code §12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

The Contractor shall abide by the provisions of the California Labor Code § 1770-1781, *et seq.* In accordance with the provisions of the California Labor Code § 1773, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the work is to be performed has been obtained from the Director of the Department of Industrial Relations, a copy of which is on file in the office of the City Clerk of the City of Irvine and will be made available to any interested party upon request. The Contractor shall post a copy of the prevailing rate of per diem wages at the job site. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

Failure to comply with the subject sections will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1775.

In accordance with of the Labor Code § 1773.1, the Contractor must make travel and subsistence payments to each worker employed in the execution of the Contract.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract.

The Contractor shall familiarize itself with the provisions of the Labor Code § 1777.5 regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

The Contractor and subcontractors shall comply with Labor Code § 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age except as provided in Labor Code § 3077, of such employee.

The Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

22. RESERVATION OF RIGHTS:

The City reserves the right to:

- a) Disqualify any Bidder in accordance with the instructions herein.
- b) Reject any bids, at its discretion, including bids found to be conditional or incomplete, contain irregularities, contain any interlineations or alterations, or found to be not responsive to this Invitation for Bids (IFB).
- c) Investigate the qualifications of any Bidder under consideration.
- d) Require confirmation or clarification of information furnished by the Bidder.
- e) Require additional evidence of Bidder's ability to perform the Work described in these bid documents.
- f) Contact the submitted references to confirm information provided in the bid.
- g) Postpone or cancel the entire IFB or a portion thereof.
- h) Postpone the bid opening or award for its own convenience.
- i) Award a Contract in part or in combination of items.
- j) Issue subsequent IFB.
- k) Seek the assistance of outside technical experts to review the bids.
- l) Disqualify a bid upon evidence of collusion, with intent to defraud, or other illegal practices on the part of the Bidder.
- m) Waive any errors or informalities in any bid to the extent permitted by law.
- n) Require bidder to provide proof as to the equality, substitutability, and compatibility of any items proposed as alternates or equals.

- o) Determine, at the City's sole discretion, the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- p) Exercise any other rights under the City's charter or municipal code.

The City has no obligation to consider any bid unless it is responsive to this IFB and conforming in all respects to the Form of Contract. This IFB does not commit the City to enter into a Contract.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

BIDDER'S PROPOSAL

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY HALL
IRVINE, CALIFORNIA

THE UNDERSIGNED, HAVING CAREFULLY EXAMINED ALL OF THE CONTRACT DOCUMENTS; PERMITS ISSUED BY JURISDICTIONAL REGULATORY AGENCIES; CONTRACT; CONTRACT ADDENDA; INSTRUCTIONS TO BIDDERS; PROPOSAL REQUIREMENTS AND CONDITIONS; SPECIAL PROVISIONS; THE PLANS (SHEETS LCS THROUGH LCS2, L000 THROUGH L112, L200 THROUGH L212, L500 THROUGH L510, LS1-501 QF 12-03, AND E100); STANDARD PLANS; STANDARD SPECIFICATIONS; REFERENCE SPECIFICATIONS; COMMUNITY WORKFORCE AGREEMENT AND LETTER OF ASSENT, AND ALL OTHER INFORMATION PROVIDED BY THE AGENCY FOR THE CONSTRUCTION LISTED ABOVE IN AND FOR THE CITY OF IRVINE, IS FAMILIAR WITH THE CONDITIONS, HAVING PERSONALLY VISITED THE SITE OF THE WORK, AND HEREBY PROPOSES TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT, AND ALL INCIDENTAL WORK NECESSARY TO DELIVER ALL THE IMPROVEMENTS COMPLETE, IN PLACE AND IN STRICT CONFORMITY WITH THE CONTRACT DOCUMENTS, FOR THE UNIT PRICES NAMED IN THE FOLLOWING SCHEDULE OF WORK, ENTERED THROUGH THE BIDSONLINE SYSTEM.

Bidder's Company Name (please print or type)

Signature of Bidder

Print Name

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

SCHEDULE OF WORK

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties are included in the prices quoted in this Proposal.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	EST. QTY.
1	WATER POLLUTION CONTROL PLAN	LS	1
2	MOBILIZATION	LS	1
3	CONSTRUCTION SCHEDULE	LS	1
4	DEMOLITION AND REMOVALS: including but not limited to tree, plant, and turf removal and disposal, irrigation removal and capping, concrete removal and disposal, decomposed granite removal and disposal	LS	1
5	SALVAGE, RELOCATE AND RE-INSTALL EXISTING SITE FURNITURE: deliver to park staff as necessary to furnish and install SOC-1, SOC-2, PLAY-1, PLAY-2, PLAY-3, PLAY-4, SC-1 to SC-20.	LS	1
6	SURVEYING AND FIELD STAKING: necessary to place SOC-1, SOC-2, PLAY-1, PLAY-2, PLAY-3, PLAY-4, SC-1 to SC-20 including all site improvements or utility rearrangement.	LS	1
7	STRUCTURAL DRAWINGS AND CALCULATIONS: per structure type (Bid Items 8, 9, 10, 11, 12, 13, 14) submitted for deferred submission	EA	7
8	FURNISH AND INSTALL 10 x 30 SEMI-CUSTOM SHADE CANOPY (SOC1) complete and in place, per plans, specifications, and approved deferred structural submittal	EA	1
9	FURNISH AND INSTALL 15 x 30 SEMI-CUSTOM SHADE CANOPY (SOC2) complete and in place, per plans, specifications, and approved deferred structural submittal	EA	1
10	FURNISH AND INSTALL 15 X 30 HYPAR CANTILEVER SHADE CANOPY (PLAY-1) complete and in place, per plans, specifications, and approved deferred structural submittal.	EA	1

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	EST. QTY.
11	FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY (PLAY-2) complete and in place, per plans, specifications, and approved deferred structural submittal.	EA	1
12	FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY COMPLETE (PLAY-3) in place, per plans, specifications, and approved deferred structural submittal.	EA	1
13	FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY (PLAY-4) complete and in place, per plans, specifications, and approved deferred structural submittal.	EA	1
14	FURNISH AND INSTALL 15 X 30 FULL-HIP CANTILEVER SHADE CANOPY (SC-1 TO SC-20) complete and in place, per plans, specifications, and approved deferred structural submittal.	EA	20
15	RESTORATION OF PORTLAND CEMENT COLORED CONCRETE: complete and in place per plans and specifications	SF	35
16	RESTORATION OF STANDARD CONCRETE PAVING complete and in place per plans and specifications	SF	120
17	RESTORATION OF STABILIZED DECOMPOSED GRANITE SURFACING complete and in place per plans and specifications	SF	3750
18	RESTORATION OF PLANTING AREAS, including sod and irrigation, complete and in place per plans and specifications	LS	1
19	NEW STANDARD CONCRETE PAVING complete and in place per plans and specifications	SF	1960
20	NEW STABILIZED DECOMPOSED GRANITE SURFACING complete and in place per plans and specifications	SF	350

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

ALTERNATIVE BID ITEM

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	EST. QTY.
A1	SPREAD FOOTING as alternate to pier footing	EA	10
A2	SALVAGE EXISTING SITE FURNITURE and deliver to park staff necessary to furnish and install CR-1 through CR-4.	LS	1
A3	SURVEYING AND FIELD STAKING necessary to place CR-1 through CR-4 including all site improvements or utility rearrangement.	LS	1
A4	STRUCTURAL DRAWINGS AND CALCULATIONS: per structure type (Bid Item A5) submitted for deferred submission and permit.	EA	1
A5	FURNISH AND INSTALL 10 x 20 SEMI-CUSTOM SHADE CANOPY (CR-1 THROUGH CR-4) complete and in place, per plans, specifications, and approved deferred structural submittal	EA	4
A6	REMOVE AND RELOCATE PULL BOXES, CONDUIT AND ELECTRICAL LINES, complete and in place, per plans and specifications to accommodate structures CR-1 through CR-4.	LS	1
A7	RESTORATION OF STABILIZED DECOMPOSED GRANITE SURFACING complete and in place per plans and specifications at structures CR-1 through CR-4. (Minimum 4' diameter per footing)	SF	520

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS

In order to access the BidsOnline system and ensure successful online submission of your bid prices, follow these steps:

- a) Go to <https://www.planetbids.com/portal/portal.cfm?CompanyID=15927#>
- b) On the Vendor Portal page, log into the system (lower right-hand corner of screen) with your assigned username and password. (You must be registered in order to download documents and submit a bid.)
- c) Click on "Bid Opportunities" and then on the Bid # and Description that you wish to bid on. The selected bid will open to allow you to access all tabs, documents, and the pricing sheet.
- d) Click on the "Documents & Attachment" tab to be sure you have downloaded all documents that are part of this bid.
 - *If you have not already downloaded all bid documents, you must download them now, in order to submit your bid. The screen will indicate which documents you've already downloaded.*
- e) Click on the tab "Addenda & Emails" to be sure you have read and acknowledged all addenda that have been issued for this bid.
 - *The screen will display "yes" or "no" next to each addendum to indicate whether you have viewed and acknowledged it. If you have not previously acknowledged an addendum, do so now by clicking on the addendum to open and read it, then click on the "Acknowledge" button on the lower left-hand corner of screen.*
- f) To begin entering your bid, click on "Place eBid" on the lower right corner of the screen. The bid "Terms and Conditions" will pop up with a button for you to click "Accept" to acknowledge your agreement to the terms of the bid.
- g) Enter the Respondee information on the "Detail" tab.
- h) Click the "Attach" button on the "Attachments" tab, browse to your scanned Bid Submittal Documents, and upload all Bid Submittal Documents as a single PDF file.
- i) Go to the "Line Items" tab and enter your unit prices on each line. The system will calculate the extended costs and grand total for you.
- j) When you have finished entering all pricing and attachments, click on the "Save" button. This saves your bid as a draft for you to review or revise as

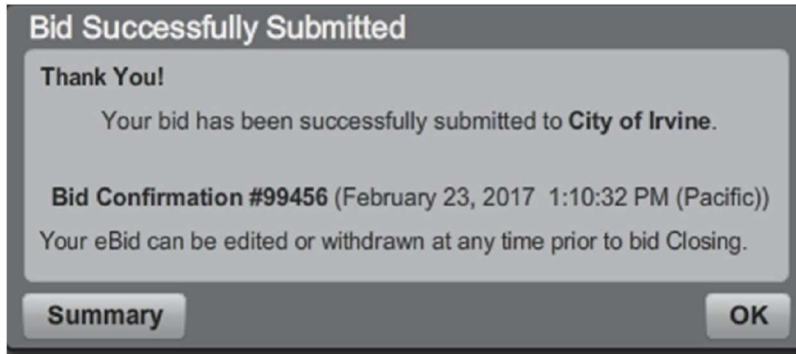
CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

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BID NO. GP-26-0004

needed anytime up to the bid submittal deadline. When you are ready to submit your bid, click the "Submit" button. You will receive a confirming message that looks like this:



Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. As noted in the screen print above, if you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

Please begin entering your bid in sufficient time to complete and submit it prior to the stated deadline. The official closing time for the bid is determined, and controlled, by the electronic clock in the bid management system. Once the deadline is reached, the system will not allow any bids to be submitted, and any in process that are not completed will be rejected. The amount of time required to enter and submit your bid depends on the complexity of the bid and the processing speed of your server and internet connections.

Technical Support

In the event you encounter technical difficulties during the uploading process, please contact the Planet Bids, BidsOnline system team as shown below (M-F from 8 a.m. to 5 p.m.):

support@planetbids.com or call 818-992-1771, ext. 0

Bid prices must be entered and the bid proposal packet must be uploaded to the BidsOnline system no later than the date and time indicated in the Notice Inviting Bids. No late bids will be accepted. No other method of bid submittal will be accepted.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

INFORMATION REQUIRED OF BIDDERS

In determining the lowest “responsible” bidder, consideration will be given to the general competency of the bidder in regard to the work covered by the Bid Proposal. To this end, each proposal shall be supported by a statement of the Bidder’s experience on this form. **Failure of the Bidder to provide requested information in a complete and accurate manner shall render the bid non-responsive.** Additionally, the City reserves the right to disqualify or refuse to consider a proposal if a Bidder is determined to be non-responsible in accordance with Irvine Municipal Code § 2-12-103 “Determination of Contractor Non-Responsibility.”

The Bidder shall supply the following information. Use additional sheets as necessary.

1. Contact person name:_____ Email:_____

Address: _____

Telephone: (____) _____ Fax: (____) _____

2. Type of firm (Individual, Partnership, or Corporation): _____

3. State Contractor’s License Number and Classification: _____

4. DIR Registration Number: _____ Expiration Date _____

5. Number of years your firm has operated as a contractor: _____

6. Number of years your firm operated under its present business name: _____

7. List the **names and addresses** of all principals or officers authorized to bind your firm.

Name:	Address:

8. List any project(s) your firm has **failed to complete** within the last five years due to a termination of contract. For each project, list the type of project, client’s name, contact person, current telephone number, email address, and provide a brief description of the grounds for the termination.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

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Check appropriate box: None ☐ See list below ☐

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

9. List projects of similar nature to the **GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3**, that include structural design and installation of shade structures, utility relocation, and concrete and decomposed granite paving your firm is **currently** constructing. For each project, list the type of project, contract amount, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None ☐ See list below ☐

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

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GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

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Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

10. List projects of a similar nature to the **GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3**, that include structural design and installation of shade structures, utility relocation, and concrete and decomposed granite paving your firm has **completed** within the last five years. For each project, list the type of project, contract amount, date of completion, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None ☐ See list below ☐

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

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GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

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BID NO. GP-26-0004

11. List the name of the person(s) **(A MINIMUM OF ONE)** who inspected the site of the proposed work for your firm.

Name:	Date of Inspection:

12. Complete the following in conformance with Labor Code Section 1725.5:

Name of Subcontractor	Registered with DIR?	DIR Registration No.
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	

13. If requested by the City, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition or ability to perform the work.

Failure to furnish information upon request will render the bid nonresponsive.

All of the above statements regarding Contractor's experience and financial qualifications are submitted in conjunction with the Bid Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

THE CITY OF IRVINE RESERVES THE RIGHT TO REJECT ALL BIDS

The undersigned understands the contract time limit allotted for the completion of the work required by the Contract is **One-Hundred and Sixty (160) Working Days**

The undersigned agrees, if awarded the Contract, to sign the Contract and furnish the necessary insurance certificates and bonds within ten (10) days of the date specified in the Notice of Award of Contract, not including Saturdays, Sundays, and legal holidays, and to begin work within ten (10) Working Days from the date specified in the City's Notice to Proceed. Contract time accounting shall begin on the date shown in the Notice to Proceed.

Accompanying this Bid Proposal is **(check appropriate box)**:

☐ **Cashier's Check** ☐ **Certified Check** ☐ **Bid Bond**

Sign Here if Individual:

Signature: _____

Print Name: _____

Address: _____

Affix notary's acknowledgement

(Signature blocks continue on the following page)

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

Sign Here if Co-Partnership or LLC:

Co-Partnership/LLC Name of Firm: _____

Address: _____

Members Signing:

Signature: _____ Print Name: _____

Address: _____

Signature: _____ Print Name: _____

Address: _____

Affix notary's acknowledgement

Sign Here if Corporation:

Name of Corporation: _____

Address: _____

Officers of Corporation Signing:

Signature: _____ Print Name: _____

Address: _____

Signature: _____ Print Name: _____

Address: _____

If executed by other than President and Secretary of the Corporation, attach a certified copy of resolution authorizing signature on behalf of the Corporation.

Affix notary's acknowledgement

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

LIST OF SUBCONTRACTORS

The Bidder shall list each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Complete columns (1) and (2) and submit with the bid. Complete columns (3) and (4) and submit with the bid or email to greatparkbids@cityofirvine.org within 24 hours after the bid opening. Failure to provide complete information in columns (1) through (4) within the time specified shall render the bid non-responsive.

Subcontractors listed must not be debarred from performing the designated work.

Information must be typed or clearly printed.

BUSINESS NAME AND LOCATION (1)	CONTRACTOR LICENSE NUMBER (2)	BID ITEM NUMBER (SUBCONTRACTORS PROVIDING WORK TO MULTIPLE BID ITEMS OF WORK SHOULD BE LISTED FOR EACH BID ITEM SEPARATELY) (3)	PERCENTAGE OF BID ITEM PRICE SUBCONTRACTED <u>AND</u> DESCRIPTION OF THE PORTION OF BID ITEM WORK TO BE PERFORMED BY SUBCONTRACTOR (4)*
<u>Sample: XYZ Contractors</u>	<u>XXXXXX</u>	<u>2</u>	<u>50% of Bid Item #2; Excess soil export</u>
<u>Sample: XYZ Contractors</u>	<u>XXXXXX</u>	<u>3</u>	<u>20% of Bid Item #3; Topsoil import</u>

*** If you are subcontracting a whole bid item, insert one hundred percent (100%); if less, insert actual percentage.**

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

NON-COLLUSION DECLARATION-CONTRACTOR

To be Executed by Bidder and Submitted with Bid

The undersigned declares:

I am the _____ [title] of _____ [company name],
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

FORM OF BID BOND

(10% of the Proposal Amount)

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____ as Principal, and _____
_____ as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in
the sum of _____ Dollars (\$ _____),
_____), for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

The conditions of this obligation are such that whereas the Principal submitted to the City a
certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract
in writing for the **GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3, CIP 372602**
and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Bid Proposal shall be rejected; or in the alternate, if said Bid
Proposal shall be accepted, and the Principal shall execute and deliver a contract in the
prescribed Form of Contract, shall deliver certificates evidencing that the required insurance
is in effect and shall execute and deliver Performance and Payment Bonds in the forms
prescribed, and shall in all other respects perform the Contract created by the acceptance
of said Bid Proposal, then this obligation shall be void; otherwise this obligation shall remain
in force and effect, it being expressly understood and agreed that the liability of the Surety
for any and all default of the Principal hereunder shall be the amount of this obligation as
herein stated. In the event suit is brought upon this bond by City and judgment is recovered,
Surety shall pay all costs incurred by City in said suit, including a reasonable attorney's fee
to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall in no way be impaired or affected by an extension of the time within
which the City may accept such a Bid Proposal; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this
_____ day of _____, 20____, the name of each party being hereto written below
and these presents duly signed by each party's undersigned representative, pursuant to
authority of its governing body. This bond shall be authenticated by way of notarized
acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

FALSE CLAIMS

Bidder shall complete the False Claims Act Certification below or in the alternative, provide the information requested under False Claims Act Violations below. Failure to certify or provide the requested information shall render the bid non-responsive.

“False Claims Act” as used herein is defined as either or both the Federal False Claims Act, 31 U.S.C. § 3729, *et seq.*, and the California False Claims Act, Government Code § 12650, *et seq.*

FALSE CLAIMS ACT CERTIFICATION

I _____ hereby certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

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

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Contractor submitting this Bid Proposal or (2) the qualifying person licensed by the State Contractors License Board to perform the work described in this Bid Proposal, shall provide on a separate sheet the following information: (1) the date of the determination of the violation, (2) the identity of the tribunal or court, (3) the identity of the government contract or project involved, (4) the identity of the government department involved, (5) the amount of fine imposed, and (6) any exculpatory information of which the Agency should be aware.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

CIVIL LITIGATION AND ARBITRATION HISTORY

Bidder shall provide the certification or information requested below. Failure to certify or provide such certification or information shall render the bid non-responsive.

For five (5) years preceding the submittal date of this Bid Proposal, identify civil litigation and arbitration arising out of the performance of a construction contract within the State of California in which the (1) Contractor submitting this bid proposal or (2) the qualifying person licensed by the State Contractors Licensing Board to perform the work described in this Bid Proposal was a named as a party in a lawsuit brought by or against the project owner or any action to confirm, vacate or modify an arbitration award involving an owner.

CIVIL LITIGATION AND ARBITRATION CERTIFICATION

If the Bidder has no civil litigation and arbitration history to report as described above, complete the following:

I _____ certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been involved in civil litigation and arbitration as described above.

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

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

Do not include litigation and arbitration which are limited solely to enforcement of mechanics' liens or stop notices. Provide on a separate sheet (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g. whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

CRIMINAL CONVICTIONS

Bidder shall provide the certification or information requested below. Failure to certify or provide such certification or information shall render the bid non-responsive.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder has no criminal convictions to report as described above, complete the following:

I _____ hereby certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been convicted of a criminal violation as described above.

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

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

For the five (5) years preceding the date of this Bid Proposal is due, identify on a separate sheet any criminal conviction in any jurisdiction in the United States for a violation of law arising out of the performance of a construction contract (1) by the Contractor submitting this Bid Proposal or (2) by the qualifying person licensed by the State Contractors License Board to perform the work described in the Bid Proposal.

Provide on the following page labeled "Criminal Convictions Information." (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

VIOLATION OF LAW OR A SAFETY REGULATION

Has the Bidder, any officer of the Bidder, or any employee who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of a law or a safety regulation?

☐ **Yes** ☐ **No**

If the answer is yes, explain the circumstances in the following space.

Name of bidder (print)

Signature

Address

State Contractors' License No. &
Classification

City

Zip Code

Telephone

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

CONSTRUCTION CONTRACT (SAMPLE)
FOR CAPITAL IMPROVEMENTS

This Contract is made and entered into _____, 2026 by and between the CITY OF IRVINE, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____, a Other corporation hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete Contract includes all of the Contract Documents, which are incorporated herein by this reference, to wit:

- a. Permits and Agreements
- b. Contract
- c. Addenda
- d. Instructions to Bidders, Proposal Requirements and Conditions
- e. Special Provisions
- f. Contract Plans
- g. Standard Plans
- h. Standard Specifications
- i. Reference Specifications
- j. Appendices

The Contract Documents are complementary, and that which is required by one shall be as binding as if required by all.

2. CONTRACTOR shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Removal of concrete paving, asphalt paving, decomposed granite paving, irrigation, and landscape areas, salvage and relocation of site furniture, relocation of electrical service, relocation of irrigations, structural design and installation of hyper sail style canopies, two-post hip style canopies, and semi-custom canopies, restoration of concrete, decomposed granite, and landscape areas, and other items not mentioned here, but are required by the plans and Special Provisions. Further, the contractor shall prepare code compliant, stamped and signed (by a structural engineer registered in the state of California) structural drawings and calculations for each shade structure type, as a deferred submittal, for approval by the City prior to fabrication..

3. CONTRACTOR agrees to perform all the said work and furnish all the said materials at his own cost and expense that are necessary to construct and complete in strict conformance with Contract Documents and to the satisfaction of the Engineer, the

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

work hereinafter set forth in accordance with the Contract therefore adopted by the City Council and as prepared by Arcadia, 18401 Von Karman Ave., Ste 300, Irvine, CA 92612.

Contractor Information

Address for Notices and Payments:

XXX

XXX

Attn: XXX

Telephone: XXX

Email: XXX

4. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for performance of this work of improvement as described, the stipulated sum of \$TBD the "Contract Price".

CITY agrees to make progress payments and final payment in accordance with the method set forth in the Special Provisions.

5. CONTRACTOR agrees to commence construction of the work provided for herein within ten (10) Calendar Days after the date specified in the Notice to Proceed, and to continue diligently in strict conformance with Contract Documents and without interruption, and to complete the construction thereof within 160 Working Days after the date specified in the Notice to Proceed.

6. Time is of the essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Contract. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: \$5,200 per Calendar Day, for each and every Calendar Days delay in finishing the Work in excess of the number of Working Days prescribed above. If liquidated damages are not paid, as assessed by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Contract in addition to any other remedy available to CITY. By executing this Contract, CONTRACTOR agrees that the amount of liquidated damages is reasonable and shall not constitute a penalty.

7. CONTRACTOR will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. CONTRACTOR shall notify the CITY in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that CONTRACTOR'S or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

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BID NO. GP-26-0004

8. CONTRACTOR will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the office of the City Clerk of the City of Irvine. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.

9. CONTRACTOR shall be subject to the penalties in accordance with Labor Code of § 1775 for each worker paid (either by him or by any subcontractors under him) less than the prevailing rate described above on the work provided for in this Contract.

10. CONTRACTOR and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the CONTRACTOR and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the CONTRACTOR to penalty and forfeiture provisions of the Labor Code § 1813.

11. CONTRACTOR will comply with the provisions of Labor Code § 1777.5 and CWA Article 14 pertaining to the employment of apprentices to the extent applicable to this Contract. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journeyworker from the trade in which the apprentice is indentured.

12. The City of Irvine will be using the eComply Solutions software for managing certified payrolls on this project. Accordingly, Contractor shall register in, attend training for, and use the eComply Solutions software for submitting certified payrolls and related tasks as deemed appropriate by the City of Irvine. When the project commences, you will be contacted by an eComply Solutions representative regarding this process. Further information will be provided via a separate communication at that time.

13. CONTRACTOR, by executing this Contract, hereby certifies:

“I am aware of, and will comply with the Labor Code § 3700 by securing payment for, and maintaining in full force and effect for the duration of the contract, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to the Agency before execution of the Contract. The CITY, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the CONTRACTOR to comply with this paragraph.”

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

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CONTRACTOR further agrees to require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California.

CONTRACTOR acknowledges that this project is subject to the provisions of Division 6, "Minimum Wage Requirements," of Title 2, "Administrative Services," of the Irvine Municipal Code. These provisions require certain contractors to pay each Covered Employee no less than the Contractor Minimum Wage Requirement. Contractor agrees that it and all of its subcontractors will abide by the "Minimum Wage Requirements," including submittal of a Declaration of Compliance prior to the start of work.

CONTRACTOR acknowledges that this project is subject to the City's CWA. Contractor agrees that it and all of its subcontractors will abide by the terms and conditions of the CWA, including submittal of a Letter of Assent prior to the start of work.

14. CONTRACTOR shall, concurrent with the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the work "Performance Bond", and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished "Payment Bond." This Contract shall not become effective until such bonds are supplied to and approved by the CITY.

CONTRACTOR will comply with CWA Section 3.8, which requires contractors that are not signatory with one of the unions that are signatory to the CWA to register each of their own workers (Core Employees) with the appropriate union hall prior to them performing work on the project. The contractor must provide a listing of their Core Employees to the CWA administrator and the union prior to start of work. To qualify as a Core Employee, each employee must have been on the contractor's active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall.

15. CONTRACTOR shall, prior to commencing work, furnish certificates evidencing compliance with all requirements of the Contract Documents pertaining to insurance.

CONTRACTOR will pay all craft employee fringe benefits to the appropriate Union Trust Fund in the amounts designated in the Union MLA as required by CWA Section 5.2. Employee fringe benefit contributions paid to other funds or direct to the employee do not count towards this requirement.

16. Any amendments to any of the Contract Documents must be in writing executed by the CONTRACTOR and the CITY. Any time an approval, time extension, or consent of the CITY is required under the Contract Documents, such approval, extension, or consent must be in writing in order to be effective.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

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BID NO. GP-26-0004

17. This Contract contains all of the agreements and understandings of the parties and all previous understandings, negotiations, and contracts are integrated into and superseded by this Contract.

18. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

19. The persons executing this Contract on behalf of the parties hereto warrant that they are duly authorized to execute this Contract on behalf of said parties and that, by so executing this Contract, the parties hereto are formally bound to the provisions of this Contract.

20. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. In performing its obligations and duties under this Contract, each party shall comply with all applicable local, state, and federal laws, regulations, rules, standards, and ordinances.

22. In the event any action is brought between the parties hereto relating to this Contract or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs in connection with such action or proceeding.

23. This Contract may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

24. This Contract is to be governed by the laws of the State of California.

(Signatures on following page)

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

TBD

By:

Stephen Torelli

Its: Director of Great Park

By:

TBD

Its: TBD

By:

Sean Crumby

Its: City Manager

By:

Its: TBD

By:

Larry Agran

Its: Mayor of the City of Irvine

Attest:

By:

Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By:

Jeffrey Melching

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

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BID NO. GP-26-0004

DECLARATION OF COMPLIANCE

Irvine Municipal Code Section 2 -6-105

Contractor's Declaration Regarding Minimum Wage

Contractor is aware of the provisions of Division 6, "Minimum Wage Requirements," of Title 2, "Administrative Services," of the Irvine Municipal Code which require Contractor to pay each Covered Employee no less than the Contractor Minimum Wage Requirement.

Covered Employee means any employee whose services fulfill the Contractor's obligations under this Agreement with the City. Bona fide volunteers shall not be considered "Covered Employees."

Contractor Minimum Wage Requirement means the State Minimum Wage plus \$3.50 per hour.

State Minimum Wage means the generally applicable minimum hourly wage required by the State of California, as it may be amended from time to time.

Contractor will comply with such provisions in the performance of the work of this Agreement.

Signature _____

Name _____

Title _____

Date _____

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

PERFORMANCE BOND (SAMPLE)

KNOW ALL PERSONS BY THESE PRESENTS that we _____, as Principal, and _____ as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of _____ (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original terms thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void otherwise this obligation shall remain in full force and effect.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modifications of the Contract Documents and/or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, and all to be taxed as costs and included in any judgment rendered by a court of law.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ____ day of _____, 20____, the name of each party being hereto written below, and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3

CIP 372602

BID NO. GP-26-0004

PAYMENT BOND (SAMPLE)

KNOW ALL PERSONS BY THESE PRESENTS that we _____, as Principal, and _____ as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of _____ (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

The condition of this obligation is such that, if said Principal or his subcontractors, or heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any of the persons named in the Civil Code § 9100 for any material used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any amount due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors with respect to such work and labor, then said Surety will pay and, also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of all persons named in the aforesaid Civil Code § 9100 to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the Contract Documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ____ day of _____, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

SPECIAL PROVISIONS

- A. THESE ADDITIONS, DELETIONS, AND AMENDMENTS MODIFY THE SPECIFICATIONS IN THE “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION”, 2024 EDITION AND CURRENT SUPPLEMENT.
- B. THESE ADDITIONS, DELETIONS, AND AMENDMENTS SHALL TAKE PRECEDENCE IN THE EVENT OF A CONFLICT WITH ANY STANDARD SPECIFICATIONS.
- C. AS A CONVENIENCE, THESE ADDITIONS, DELETIONS, AND AMENDMENTS HAVE BEEN ARRANGED IN A FORMAT THAT PARALLELS THE “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION”, 2024 EDITION AND CURRENT SUPPLEMENT.

PART 1 – GENERAL PROVISIONS

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS

REVISE as follows:

1-1 GENERAL. *ADD the following term:*

The word *provide* shall mean furnish and install.

1-2 TERMS AND DEFINITIONS. *MODIFY to ADD the following:*

Acceptance, Final Acceptance – Formal action by the Agency acknowledging the Work is complete.

Agency/Board/City – The City of Irvine, a municipal corporation.

Agency Representative – The person or engineering/architectural firm Agency authorizes to represent it during the performance of the Work by the Contractor and until Final Acceptance. The Agency Representative means the Agency Representative or his assistants.

Calendar Day – The 24-hour day denoted on the calendar.

Calendar Month – The period including the first through the last day of a month.

City – See Agency.

Clarification – Verbal or written interpretation of Contract Documents by the Agency Representative to clarify intent, procedures, materials or processes with no change in contract sum or time.

REPLACE the definition for “Engineer” with the following:

Engineer – The City Engineer acting either directly or through the Agency Representative.

Field Order – Authorization by Agency Representative to proceed with Change Order work after completion of negotiations, but before the issuance of the Change Order.

Invitation for Bids – Comprised of the NOTICE INVITING BIDS, and all CONTRACT DOCUMENTS, referenced or provided in the project bid package, detailed in paragraph 1 of the INSTRUCTIONS TO BIDDERS, PROPOSAL REQUIREMENTS AND CONDITIONS, included herein.

Laboratory – The laboratory authorized by the Agency or the Agency Representative to test material and work involved in the project.

Major Bid Item – A single Contract item constituting ten percent (10%) or more of the original Contract Price.

Request for Quotation – Contemplated revision of Contract Documents by the Agency requesting detailed information from the Contractor on impacts to contract sum or contract time.

State Standard Specifications – Standard Specifications issued by the State of California, Department of Transportation, 2024.

Traffic Control Devices – All signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or bikeway, by authority of the Engineer.

1-3 ABBREVIATIONS.

1-3.2 Common Usage. *MODIFY to ADD the following:*

Abbreviation	Word or Words
CSMP	Construction Site Monitoring Program
DBE	Disadvantaged Business Enterprise
ESA	Environmentally Sensitive Area
HMA	Hot Mix Asphalt
NOI	Notice of Intent
SWMP	Storm Water Management Plan
SWRCB	State Water Resources Control Board
WPCP	Water Pollution Control Program
WDID	Waste Discharge Identification Number

DELETE the abbreviation of MUTCD and SUBSTITUTE with the following:

MUTCD	California Manual on Uniform Traffic Control Devices
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1-3.3 Institutions. *MODIFY to ADD the following:*

Abbreviation	Word or Words
AI	The Asphalt Institute
AIA	American Institute of Architects
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance of Way Association
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
CRSI	Concrete Reinforcing Steel Institute
NFPA	National Fire Protection Association
PCA	Portland Cement Association
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials

DELETE the institution of SSPC and SUBSTITUTE with the following:

SSPC

Steel Structures Painting Council

1-6 BIDDING AND SUBMISSION OF THE BID.

1-6.2 Subcontractor Listing

ADD the following:

If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to the Agency for the acts and omissions of his subcontractor as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Agency. The Contractor shall bind every subcontractor to be bound by the terms of the Contract Documents as applicable to his work.

Debarred contractors shall not be employed on the Work pursuant to the provisions of Labor Code § 1777.1 and the City of Irvine Council Ordinance No. 08-10. The Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website: <https://www.dir.ca.gov/dlse/debar.html>

The City will not conduct business with an individual, firm or organization, and the Contractor shall not employ or otherwise use any subcontractor, supplier, or equipment vendor at any tier that is on the City's debarment list, the Department of Industrial Relations debarment list, or on the US General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs."

A list of individuals, firms and organizations debarred, suspended or who have voluntarily excluded themselves from Federal Procurement and Non-Procurement Programs is maintained by the US General Services Administration. This excluded parties list is available from the website: <https://sam.gov/content/home>

The Contractor and each of its subcontractors shall maintain a valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

Prior to including a subcontractor's name on the bid, the Contractor shall be responsible for verifying that each of its subcontractors are properly licensed and not debarred from performing the designated work.

This requirement shall be enforced as follows: Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the Contract.

If any subcontractor or person employed by the Contractor is deemed by the Engineer to be incompetent or to act in an improper manner, at the request of the Engineer, they shall be dismissed immediately from the job and shall not be employed again on the Work.

A copy of each subcontract is required to be filed with the Agency before the subcontractor begins work. Each subcontract shall contain a reference to the Contract between the Agency and the Contractor, and the terms of that Contract, and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment by the Contractor at the order of the Agency if in the Agency's opinion the subcontractor fails to comply with the requirements of the Contract.

SECTION 2 – SCOPE OF THE WORK

REVISE as follows:

2-1 WORK TO BE DONE.

ADD the following after the 1st paragraph:

The Contractor shall leave the Work area in a neat condition. Any work not shown in the Plans or Specifications but necessary to complete the Work according to law and governmental codes and regulations shall be performed by the Contractor as if in the Plans and Specifications.

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Agency thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense.

2-2 PERMITS.

DELETE in its entirety and SUBSTITUTE with the following:

2-2 PERMITS AND LICENSES. Except as otherwise specified in the Special Provisions, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary, and incidental to the due and lawful prosecution of the Work. These permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The Contractor shall maintain a copy of all permits on the site. The Contractor shall furnish the Agency with copies of permits and licenses within one (1) Working Day of obtaining them. The Contractor shall comply with all rules and regulations included in permits. Should the Contractor fail to conform to said rules and regulations, the Agency reserves the right to perform the work necessary to conform to the rules and regulations and the cost of such work will be deducted from any monies due or to become due to the Contractor.

The Contractor and all subcontractors shall obtain within five (5) Calendar Days of executing the Contract, a current City of Irvine Business License and maintain such license(s) throughout the term of the Contract.

In the event that the Agency has obtained permits, licenses or other authorizations applicable to the Work, the Contractor shall obtain a rider, pay all fees and comply with the provisions of said permits, licenses, and other authorizations.

2-3 RIGHT OF WAY.

DELETE the 1st sentence and SUBSTITUTE with the following:

Rights of way, easements, agreements, licenses, or rights of entry (all referred to as right of way) for the Work have been provided by the Agency. Temporary right-of-way to construct

one or more portions of the Work may also have been acquired by the Agency. If temporary right of way was acquired, the documents or their contractual terms and obligations are included in the Contract Documents. The Contractor shall comply with all the terms and obligations related to the physical use of the temporary right of way and its eventual return of the property to the owner. The Contractor shall schedule the Work that may include landscape establishment, maintenance periods, and final acceptance within the temporary right of way to start and finish within the time allotted in each temporary right of way agreement. Should the Work be delayed through no fault of the Agency, the Contractor shall be responsible for all costs incurred by the Agency to extend use of the temporary right of way.

MODIFY to ADD the following:

Work in the public right of way shall be done in accordance with the requirements of the permit issued by the public agency in whose right of way the Work is located in addition to conforming to the Contract Documents. If a permit or traffic control plan is not required, the Work shall conform to the standards set forth in the MUTCD.

The Contractor shall not allow his employees to use private property for any reason or to use water or electricity from such property without providing the City written permission from the owner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, and regulations in performing any work or doing any activity on lands outside the public rights of way.

The Contractor shall hold harmless, indemnify, and defend the Agency, the Agency Representative and each of their officers, employees, and agents from all claims or suits for damages occasioned by such work or activity, whether done according to this section and with permission from the Agency or in violation of this section without permission from the Agency. To the maximum extent permitted by law, all obligations of the Contractor stated in 5-4.2 shall apply in the case of any such claims or suits.

The Contractor shall comply with City of Irvine Municipal Code § 5-9-521 Construction Site and Vacant Property Security, and be fully responsible for locating and obtaining permission to use equipment yards or material storage site(s). The Contractor shall assume full responsibility and costs for property rental, site preparation, maintenance and cleanup in a manner satisfactory to the City and the property owner.

If, through the failure of the Agency to acquire or clear right of way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, the Contractor will be paid an amount as the Engineer may find to be a fair and reasonable compensation for such part of the Contractor's actual loss as, in the opinion of the Engineer, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for as provided in 2-8 with the following exceptions:

- a) The right of way delay factor for each classification of equipment shown in the State of California, Department of Transportation publication entitled "Equipment Rental Rates and Labor Surcharge," current edition at the time of bid opening will be applied to such equipment rental rate.
- b) The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but in no case will exceed eight (8) hours in any day.
- c) The days for which compensation will be paid will be the Calendar Days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of men, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined, as provided herein, and compensation for idle time of men will be determined as provided in 2-8.

If the performance of the Contractor's work is delayed as a result of the failure of the City to acquire or clear right of way, an extension of time determined pursuant to the provisions in 6-4 will be granted.

2-4 COOPERATION AND COLLATERAL WORK.

DELETE in its entirety 4th paragraph and SUBSTITUTE with the following:

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Agency in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other constraints, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on or adjacent to the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Engineer will decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related work, the decision of the Engineer shall be binding upon Contractors concerned. The Agency, the Engineer, the Agency Representative, and each of their officers, employees, and agents shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award of performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the Engineer respecting the order of precedence in the performance of the contracts.

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with

such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Agency, the Engineer, the Agency Representative, or their consultants on account of any damage alleged to have been so sustained, the Agency will notify the Contractor. To the maximum extent permitted by law, all obligations of the Contractor stated in 5-4.2 shall apply in the case of the assertion of any such claims or liabilities against the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents against any such claim.

ADD:

2-4.1 Coordination. It is anticipated that work by other contractors, utility companies and City of Irvine forces will be underway adjacent to or within the limits of this project during progress of the Work on this contract.

The Contractor shall coordinate his operations with the operations of other contractors during stage construction, traffic shifts, opening of new lanes, closing of lanes, roads or ramps, detours, traffic signal facilities, shared irrigation facilities for landscaped areas and during any other operation that may affect or have influence on adjacent projects including, but not limited to, those identified in this subsection.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.1 General. *MODIFY to ADD the following:*

The Contractor shall render its machinery and equipment inoperable at all times except during actual construction. The Contractor shall be responsible for construction means, controls, techniques, sequences, procedures, and construction safety.

ADD:

2-5.1.1 Equipment. Contractor shall stencil or stamp at a clearly visible location on each piece of equipment, except hand tools, an identifying number and:

- a) On compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight.
- b) On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity.

The Contractor shall submit a list describing each piece of equipment and its identifying number before commencement of the Work.

The contractor is responsible for providing equipment that is equipped with wheels or tracks that will not damage park pavements and fields. Equipment shall also be light enough as to not leave tracks in the turf/landscape.

Upon request, the Contractor shall submit manufacturer's information that designates portable vehicle scale capacities.

The Contractor's measuring devices shall be tested and approved under California Test 109 in the Agency's presence or by any of the following:

- a) County Sealer of Weights and Measures
- b) Certified Scale Service Agency
- c) Division of Measurement Standards Official

2-5.2 Temporary Utility Services. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall, at its own expense, make all arrangements to furnish, install and maintain temporary water, electricity, telephone, and sanitary facilities for construction needs throughout construction period. Materials may be new or used, but must be adequate for the purposes intended, and must not violate requirements of applicable codes, specifications or standards.

The Contractor shall maintain systems to provide continuous services, modify, and extend services, as work progress requires. The Contractor shall completely remove temporary materials and equipment when construction needs can be met by use of permanent utility facilities.

The Contractor shall clean and repair damage caused by installation or use of temporary facilities, restore existing facilities used for temporary services to original or better condition, and restore permanent facilities used for temporary services to original condition.

For water, the Contractor shall:

- a) Provide adequate supply of water suitable for construction usage and needs.

Water Source: Irvine Ranch Water District (IRWD)

- a) Obtain meter, inspections, and approvals prior to use of existing system.
- b) Comply with IRWD requirements.

Conservation:

- a) Minimize water use whenever possible.
- b) Maintain watering equipment in good working order.
- c) Repair leaks promptly.

When necessary to maintain pressure, provide temporary pumps, tanks, and compressors.

For electricity, the Contractor shall:

- a) Provide portable power plants and/or connection to existing system for construction needs.

- b) Source of existing power: Southern California Edison Company (SCE). Prior to connecting to existing system:
 - 1) Obtain permit from City of Irvine, Community Development Department for installation of temporary power pole and/or system.
 - 2) Arrange for required inspections and coordinate temporary meter installation with City and SCE.

For sanitary facilities, the Contractor shall:

- a) Furnish and maintain portable toilet units in a clean, operable, and sanitary condition for use by construction personnel.
- b) Place units in conformance with applicable laws, codes, and regulations.

Pay all fees and charges for applications, non-City permits and inspections, installations, temporary meters, utility usage, service charges, maintenance, removals, and restoration.

Contractor shall use standard products of service companies. At Contractor's option with prior approval by the Agency, patented specialty devices may be used, when in compliance with applicable codes and service company requirements.

2-6 CHANGES REQUESTED BY THE CONTRACTOR.

ADD the following:

The Contractor may initiate changes by submitting a written Change Order Request to the Engineer containing:

- a) Description of the proposed changes.
- b) Statement of the reason for making the changes.
- c) Reference applicable specifications sections and specific plans in support of the request.
- d) Statement of the effect on the Contract Price and Contract time.
- e) Statement of the effect on the work of separate subcontractors.
- f) Documentation supporting any change in Contract Price or Contract time as appropriate.

2-7 CHANGES INITIATED BY THE AGENCY.

2-7.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

The Agency may issue a Change Order for modifications of Work including, but not limited to, the Plans, Specifications, character, quantity or time of Work. Change Orders shall be in writing, on a form substantially conforming to the sample Contract Change Order Form

provided in section 2-7.2 below, and state the dollar value of the change or establish the method of payment, and any adjustment in the Contract time of completion.

The Engineer may order minor changes in the Work not involving an increase or decrease in the contract amount, nor involving a change in the time for completion, but consistent with the purposes for which the works are being constructed. If the Contractor believes that any order for minor changes in the work involves changes in the Contract Price or time of completion, the Contractor shall not proceed with the minor changes so ordered and shall immediately, upon the receipt of such order, notify the Engineer in writing of his estimate of the changes in the Contract Price and time of completion he believes to be appropriate.

No payment for changes in the Work will be made and no change in the time of completion by reasons of changes in the Work will be made, unless the changes are covered by a written Change Order approved by the Agency in advance of the Contractor's proceeding with the changed work.

Once a Change Order is finalized and executed by both parties, the Contractor waives its right to seek any additional compensation for the work covered by the Change Order or any project impacts. The Contractor agrees that all Change Orders constitutes full payment for the work covered by the Change Orders, including all direct and indirect overhead expenses.

Notwithstanding any other provision in the Contract Documents, the Agency's issuance of a Change Order shall not constitute a waiver by the Agency of, or preclude the Agency in any way from, asserting any claim with respect to the same, including but not limited to, a claim of breach of contract or claim that the issued Change Order covers work included in the Scope of Work set forth in the Contract Documents for which the Contractor was not entitled to any additional funds.

A Change Order is approved when the Agency signs the Change Order.

A Contract Change Order approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved Contract Change Order not executed by the Contractor, the Contractor shall proceed with the Change Order work in accordance with 2-10 of the Standard Specifications and submit a written protest to the Engineer within fifteen (15) days after the receipt of the approved Contract Change Order. The protest shall state the points of disagreement citing the Specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved Contract Change Order, and that payment shall constitute full compensation for all work included therein or required thereby. Unprotested approved Contract Change Orders will be considered as executed Contract Change Orders.

The Engineer may initiate changes by submitting a Request for Quotation to Contractor. Such request will include detailed description of the change, products, and location of the change in the Work, supplementary or revised Plans and Specifications. Such request is for information only and is not an instruction to execute the changes, or to stop work in progress.

The Contractor shall support each quotation for a lump-sum proposal, and for each unit price that has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.

On request, the Contractor shall provide additional data to support time and cost computations, labor required, equipment required, products required, recommended source of purchase and unit cost, and quantities required, taxes, insurance and credit for work deleted from Contract, similarly documented, justification for any change in Contract time.

The Contractor shall support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information as follows:

- a) Name of the Agency Representative who ordered the work, and date of the order.
- b) Dates and times work was performed, and by whom.
- c) Time record, summary of hours worked, and hourly rates paid.
- d) Receipts and invoices for equipment used, listing dates and times of use, products used, listing of quantities, and subcontracts.

In lieu of a Request for Quotation, the Engineer may issue a written Field Order for the Contractor to proceed with a change for subsequent inclusion in a Contract Change Order. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Price and any change in Contract time. Agency Representative will sign and date the Field Order as authorization for the Contractor to proceed with the changes. Contractor may sign and date the Field Order to indicate agreement with the terms therein. Contractor shall proceed with the work so ordered prior to actual receipt of an approved Contract Change Order.

ADD:

2-7.2 Contract Change Order Form

CITY OF IRVINE

Contract Change Order

Sheet 1 of X

Change Requested by: Engineer ☐ Contractor ☒

CCO No.	CIP No.	Description	Federal Number(s)
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To _____ Contractor _____

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.***

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Body of Contract Change Order

Total Cost: \$ _____

Estimated Cost: Decrease ☐ Increase ☐

Revised Contract Amount: \$ _____

By reason of this order, the time of completion will be adjusted as follows: Working Days

The revised completion date is:

Submitted by		
Signature	(Print name & title) Insert Name - SENIOR PROJECT MANAGER	Date
Reviewed by		
Signature	(Print name & title) Insert Name – MANAGER OF PROJECT DELIVERY	Date
Approval by		
Signature	(Print name & title) Insert Name – DEPUTY DIRECTOR/CITY ENGINEER	Date

We, the undersigned Contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above, including, but not limited to, direct and indirect overhead expenses.

Notwithstanding any other provision in the Contract Documents, the City's issuance of a change order shall not constitute a waiver by the City of, or preclude the City in any way from, asserting any claim with respect to the same, including but not limited to, a claim of breach of contract or claim that the issued change order covers work included in the Scope of Work set forth in the Contract Documents for which the Contractor was not entitled to any additional funds.

Contractor Acceptance by: Contractor's name

Signature	(Print name & title)	Date
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cc: Contractor, Finance, Inspection, File

2-8 EXTRA WORK.

DELETE in its entirety and SUBSTITUTE with the following:

When the price for the extra work cannot be agreed upon prior to the commencement of the work, the Agency will pay for the extra work based on the accumulation of costs as provided herein.

SECTION 3 – CONTROL OF THE WORK

REVISE as follows:

3-1 ASSIGNMENT.

Modify to add the following:

The performance of the Contract may not be assigned, except upon the written consent of the Agency. Consent will not be given to any proposed assignment that would relieve the original Contractor or its Surety of their responsibilities under the Contract, nor will the Agency consent to any assignment of any part of the Work under the Contract.

Assignment of this Contract shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

3-2 SELF PERFORMANCE.

DELETE in its entirety and SUBSTITUTE with the following:

When an item of work is designated as (S) or (S-F) in the “Schedule of Work,” that item of work shall be the considered a “Specialty Item.”

The Contractor shall perform, with its own organization, Contract work amounting to at least 15 percent of the Contract Price on building/facility contracts, and at least 50 percent of the Contract Price on all other Public Works contracts except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. “Specialty Items” will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

The provisions in 3-2 of these Special Provisions require that the Contractor shall perform with the Contractor’s own organization contract work amounting to not less than 50 percent of the original Contract Price is not changed by the Federal Aid requirement specified under “Required Contract Provisions Federal Aid Construction Contracts” of these Special Provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor’s own organization.

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER.

MODIFY TO ADD THE FOLLOWING:

The Contractor is subject to the provisions of Government Code § 8546.7, which provides that this Contract and related documents are subject to the examination and audit of the State Auditor, at the request of the Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Contract.

The Agency reserves the right to audit the Contractor's books, records, and documents related to the Contractor's performance and the Contractor's compliance with all of the terms and conditions of this Contract at any time. Upon request by Agency, Contractor shall prepare and submit to Agency any reports concerning Contractor's performance of the services rendered under this Contract. With 72 hours advance written notice delivered to Contractor, Agency shall have access to the books, records, and documents of Contractor related to Contractor's performance of this Contract in the event any audit is requested.

All drawings, documents, and other materials prepared by Contractor in the performance of this Contract:

- a) Shall be the property of Agency and shall be delivered at no cost to Agency upon request of Agency or upon the termination of this Contract, and
- b) Are confidential and shall not be made available to any individual or entity without prior written approval of the Agency.

3-5 INSPECTION.

DELETE in its entirety and SUBSTITUTE with the following:

Inspection of the Work will be conducted by an Agency Representative and will include monitoring and enforcing compliance of materials, equipment, installations, workmanship, methods, and requirements of the Contract Documents.

The Agency Representative shall, at all times, have safe access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the work hours in which inspection is required, the Contractor shall give at least two (2) Working Days written notice to the Agency Representative so that inspection may be made.

All installations which are to be backfilled or otherwise covered will be inspected by the Agency Representative prior to backfilling or covering. The Contractor shall give the Agency Representative a minimum of two (2) days advance notice prior to backfilling or covering any part of the Work.

Work or materials concealed or performed without the prior notice specified above, will be subject to such tests or exposure as may be necessary to prove to the satisfaction of the Engineer, that all materials used and the work done are in strict conformity with the Contract Documents. All labor and equipment necessary for exposing and testing shall be furnished and paid for by the Contractor. The Contractor shall replace, without additional cost to the Agency, any materials or work damaged by exposure or testing.

Defective work shall be made good at the Contractor's expense including any unsuitable materials and equipment that may have been previously inspected by the Agency Representative, and/or that payment therefore has been included in an estimate for payment.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all requirements of the Contract.

All submittals and correspondence between the Agency and the Contractor, related to inspection of the Work of this Contract, shall be directed to the Engineer.

ADD:

3-5.1 Inspection Requirements. The Contractor shall notify the Agency Representative a minimum of 48 hours before inspection is required.

- a) Unless specified elsewhere in the Special Provisions, inspection of the Work will be provided by the Agency between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, exclusive of Agency holidays. Any inspections requested by or made necessary as a result of the actions of the Contractor beyond the hours stated above shall be paid for by the Contractor at the prevailing rate of 1-1/2 times the regular hourly wage rate, plus 21% for overhead costs.

The Contractor shall submit a request to the Engineer for approval, a minimum five (5) Calendar Days, in advance of inspections requested by or made necessary as a result of the actions of the Contractor on Saturdays, Sundays or Agency and/or Federal holidays. The Contractor shall pay for these inspections at the prevailing rate of 1-1/2 times for Saturdays and 2 times the regular hourly wage rate for Sundays or Agency and/or Federal holidays plus associated overhead costs.

For purposes of this section, the following holidays are observed by the Agency:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

A construction calendar showing the days that each of the above holidays will be observed is available upon request from the Engineer.

- b) The Contractor shall telephone the designated Agency Representative at least two (2) Working Days prior to starting construction or resuming construction following suspension of the Work for any reason.

Prior to commencing any work on the Contract, the Contractor shall submit a completed Inspection Overtime Permit form provided by the City of Irvine.

- c) In addition to any inspection required by Codes and/or Ordinances or Contract Documents, Contractor shall notify the Engineer a minimum of 2 days prior to the permanent concealment of any materials or work. The following list is typical, but not all inclusive of such required inspections:

- 1) Foundation/subgrade material, footing, and slab beds
- 2) Reinforcing for concrete, masonry, and plaster
- 3) Contact surface of concrete forms
- 4) Concrete and masonry surfaces
- 5) Piping and conduit
- 6) Finish grade prior to paving, seeding or planting
- 7) All soil mixes prior to installation
- 8) All chemicals and amendments prior to installation or application

3-6 THE CONTRACTOR'S REPRESENTATIVE.

DELETE the 3rd sentence in the 1st paragraph and SUBSTITUTE with the following:

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

ADD the following after the last sentence of the 1st paragraph:

Whenever the Contractor or his authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Agency

Representative, which shall be received and obeyed by the superintendent or supervisor who may have charge of the particular work in reference to which the orders are given.

The Agency reserves the right to approve the Contractor's Superintendent. Once approved, the Superintendent shall remain on the project for the duration of the project so long as he is in the employment of the Contractor.

3-7 CONTRACT DOCUMENTS.

3-7.1 General. ADD the following after the 2nd paragraph:

All work of the Contract including, but not limited to, the general nature and character of the work area and conducting of Contractors' operations shall be performed in accordance with the Standard Specifications for Public Works Construction, 2024 edition, and all supplements thereto, except as modified in these Special Provisions and as follows:

Work to be performed which is directly related to the construction and/or modification of traffic, striping, signing, markings or signals; work within State right of way; and, work which is directly related to the construction of bridges and bridge appurtenances shall be performed in accordance with the State Standard Specifications, current edition as of bid date.

As applicable, unless modified elsewhere in these Special Provisions, Work of the Contract shall conform to current editions of: Uniform Building, Plumbing, Mechanical Codes; Uniform Fire Code; National Electrical Code; and City of Irvine amendments thereto.

All work shall be performed in accordance to the Standard Specification for Public Works Construction "Greenbook" (2024 Edition, with all current supplements), the California Building Code (2022 Edition) with City Amendments, the California Electrical Code (2022 Edition) with City Amendments, the California Plumbing Code (2022 Edition) with key amendments, California Green Building Standards Code (2022 Edition), Building Energy Efficiency Standards (2022 Edition), California Playground Safety Regulations; All City of Irvine Codes & Ordinances, City of Irvine's Grading Manual, City of Irvine's Standards and Design Manual; City of Irvine's Park/Public Facility Standards; City of Irvine's Construction Site Security Requirements, Americans with Disabilities Act (ADA), Chapter 11B Title 24 of the California Code of Regulations; California Public Contract Laws; these Specifications, Attachments, and the Construction Drawings, and all applicable requirements.

DELETE last paragraph in its entirety and SUBSTITUTE with the following:

If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the Plans or in any survey, the Contractor shall promptly notify the Agency of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall promptly notify the Agency in writing of such conflict.

The Agency, on receipt of any such notice, will investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after its discovery of such an error, discrepancy, or conflict that is directly or indirectly affected by such error, discrepancy, or conflict, will be at its own risk and it shall bear all cost arising therefrom.

The Agency will provide, free of charge, three (3) copies of Plans and Special Provisions for the Contractor and one (1) copy of Plans and Special Provisions for each subcontractor listed in the Bidder's Proposal. Any Plans or Special Provisions required by the Contractor/subcontractor in addition to the above can be provided by Agency at Contractor's expense. The Contractor shall keep one set of Plans and Special Provisions in good order and available to the Agency Representative at the site of the Work.

3-7.2 Precedence of Contract Documents. *DELETE the order of precedence and SUBSTITUTE with the following:*

- a) Permits and Agreements
- b) Change Orders and/or Supplemental Agreements; whichever occurs last
- c) Contract
- d) Addenda
- e) Instructions to Bidders, Proposal Requirements and Conditions
- f) Bid/Proposal
- g) Special Provisions
- h) Contract Plans
- i) Standard Plans
- j) Standard Specifications
- k) Reference Specifications

ADD:

3-7.2.1 Interpretation of Plans and Specifications. Figured dimensions on Plans shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Specifications shall govern as to materials, workmanship, and installation procedures. Plans and Specifications requiring higher quality material or workmanship shall prevail. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the Specifications, reference shall be made to Engineer whose decision thereon shall be final.

3-8 SUBMITTALS.

3-8.1 General. *MODIFY to ADD the following:*

The review period begins anew upon each submittal or resubmittal.

In providing specified submittals, the Contractor certifies that they are complete in all respects and all materials, equipment, and other work shown thereon conforms to the Contract Documents.

Where a manufactured item is designed or engineered by the manufacturer, fabricator, subcontractor, consultant or designee, the drawings, and supporting calculations shall be stamped and signed by an engineer registered by the State of California executing the design within the scope of his registration. Unless otherwise accepted by the Engineer, data shall be submitted only by the prime Contractor. Data that, in the opinion of the Engineer, are incomplete or have not been checked by the prime Contractor or are illegible will be considered as not complying with the Contract requirements and will be returned to the Contractor for resubmittal in the proper form. The City may make this determination at any time during the review period.

Data shall be submitted in a format similar to the arrangement of the applicable section(s) of the Specifications unless otherwise specified. Any submittal not following the format specified, and not conforming to the requirements listed below, will be returned for resubmittal without review.

- a) Data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices, the external connections, anchorages, and supports required, performance characteristics, dimensions needed for installation and correlation with other materials and equipment, and all additional information as required in the detailed section(s) of the Contract Documents. Identify field dimensions; show relation to adjacent or critical features, work or products.
- b) Calculations to support the adequacy of the design in meeting specified performance ratings or requirements shall be submitted when required by the Specifications.
- c) Each drawing or data sheet shall be clearly marked with the name of the project, the Contractor's name, and references to applicable Specification paragraphs and Plan sheets. Submittals containing multiple drawings or data sheets shall be collated prior to submittal for review.
- d) Data sheets, catalog cuts or drawings showing more than the particular item under consideration shall be marked to cross out all but the applicable information. Submit only pertinent pages; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and

capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

- e) Data submitted shall include drawings showing wiring and/or pipe layouts. Any changes proposed by the Contractor shall be stated in a cover letter and essential details of such changes shall be clearly shown in the data submitted.
- f) Present in a clear and thorough manner. Title each drawing with project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- g) Provide manufacturer's preparation, assembly, and installation instructions.
- h) Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Engineer's selection.
- i) Submit samples to illustrate functional characteristics of products, including parts and attachments. Label each sample with identification required for transmittal letter. Approved samples which may be used in the Work are indicated in the Specification section.
- j) Provide field samples of finishes for the Work, at location acceptable to Agency Representative, as required by individual Specifications section. Install each sample complete and finished. Finishes in place that have been accepted by the Agency Representative may be retained in completed work.

Submittals shall be accompanied by a letter of transmittal listing the contents of the submittal. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop drawings shall be submitted with sufficient time for Agency's review and in orderly sequence in accordance with the progress schedule to cause no delay in prosecution of the Work. Drawings shall be submitted on 11"x17" or 24"x36" sheet sizes only. Any submittal not accompanied by such a transmittal, or where all applicable items on the form are not complete, will be returned for resubmittal.

A separate letter of transmittal shall be used for each specific item or class of materials or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single letter of transmittal will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. Submittals transmitted by facsimile will not be accepted.

The Agency will return any submittal sent (1) without a transmittal letter, (2) with an incomplete form, or (3) by facsimile.

The Contractor shall assign a unique sequential number to each submittal package, which shall be clearly written in the space provided on the transmittal letter. This number shall be used in all correspondence to the Agency when referencing a particular submittal. The

Contractor shall be responsible for ensuring the same submittal number is not assigned to different submittal packages.

Resubmittals shall incorporate the original submittal number followed by the revision number (i.e., the first resubmittal of submittal #1 is numbered 1R1, the second 1R2, etc.). The Agency will return improperly numbered submittals without review. The Contractor shall indicate on the transmittal letter that either no exceptions to the Contract Documents are taken or deviations are submitted. All deviations indicated shall be listed on the transmittal letter and the Contractor shall be solely responsible for any omitted deviations. If any deviations are omitted, the Agency will return the submittal and the engineering data without review for resubmittal. Any consequences from the resulting delay shall be fully borne by the Contractor.

The Engineer's review of the Contractor's submittals will cover only general conformity to the Contract Documents. The Engineer's acceptance of drawings returned marked NO EXCEPTION TAKEN or RESUBMITTAL NOT REQUIRED (CORRECTIONS ARE NOTED) shall not constitute a blanket approval of dimensions, qualities, and details of the materials, equipment, device, or item shown, and does not relieve the Contractor from any responsibility for errors, omission or deviations from conforming to the Contract Documents. The Agency reserves the right to subsequently reject any previously accepted equipment, material, and/or construction method that deviates from the Contract Documents. When the drawings and data are returned marked CORRECT AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the Engineer, resubmittal shall be made in the same manner as the original submittal.

If the Engineer rejects the submittals, the Contractor is responsible for any subsequent time delays at no additional compensation from the Agency. Subject to these requirements, drawings and data, after final processing by the Engineer, shall become a part of the Contract Documents, and the work shown or described thereby shall be performed in conformity therewith unless otherwise required by the Engineer. In the event of conflict between accepted submittals and the other Contract Documents, the most stringent requirements shall apply unless the Agency has agreed in writing to less stringent requirements in response to a deviation listed on a submittal letter of transmittal.

No portion of the work requiring a submittal shall be commenced until the submittal has been reviewed by the Engineer and returned to the Contractor with a notation indicating that resubmittal is not required.

The review by the Engineer is only of general conformance with the design concept of the project, and general compliance with the Contract Documents and shall not be construed as relieving the Contractor of these full responsibilities for providing materials, equipment, and work required by the Contract; the proper fitting and construction of the Work; the accuracy and completeness of the submittals; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.

3-10 SURVEYING.

3-10.1 General. *DELETE the 1st sentence in the 1st paragraph and SUBSTITUTE with the following:*

Any and all surveying necessary to complete this project shall be in accordance with Section 3-10 of the Greenbook Specification and shall be provided by the Contractor and be performed by a registered Civil Engineer licensed prior to January 1, 1982 or licensed Land Surveyor in the State of California at the Contractor's expense. Any and all costs, including adjustment of well monuments and restoration of corner records prescribed by the Greenbook Specifications and these Special Provisions relative to Surveying shall be included in the various items of work requiring construction staking/surveying and no additional compensation will be allowed therefor.

The Agency will engage a licensed land surveyor or civil engineer registered in the State of California to perform surveying and calculations required for quality assurance surveying only.

DELETE the last sentence in the 1st paragraph and SUBSTITUTE with the following:

Staking will be in accordance with Chapter 12 "Construction Surveys" of the State of California, Department of Transportation "Survey Manual." A copy of the Manual is available at http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/12_Surveys.pdf.

Any construction stakes required in addition to those listed in the "Survey Manual", or any re-staking required by loss of stakes, or additional costs encountered by significant delays or conditions which cause the use of more difficult survey methods during field operations and which are, in the judgment of the Agency, caused by interference of Contractor's operations, equipment or materials, are also the Contractor's responsibility.

The Contractor shall submit to the Agency Representative a construction staking form 48 hours in advance of staking operations, with an assigned sequential number, description of specific items, locations, and date to be staked, together with supplemental drawings and/or data as necessary to facilitate the Agency's quality assurance surveying as required.

If additional quality assurance surveying by the Agency's surveyor is necessary due to re-staking attributed to the loss of stakes caused by the Contractor's operations, the Agency shall be compensated by the Contractor at the hourly rate schedule of the Agency's surveyor. Costs shall be deducted from any monies due or to become due the Contractor and any delays due to the replacement or restoration of stakes shall be the responsibility of the Contractor.

ADD:

3-10.3 Conformity with Contract Documents. The Work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work

or materials deviate from the Contract Documents and his decision as to any allowable deviations therefrom shall be final.

If specific lines, grades, and dimensions are not shown on the Plans, those furnished by the Engineer shall govern.

3-12 WORK SITE MAINTENANCE.

MODIFY to ADD the Following:

Section 3-12 includes specifications for performing work site maintenance, including spill prevention and control, material management, waste management, water pollution control, and nonstormwater management.

Projects are required to comply with the City of Irvine Ordinance No. 07-18, which establishes requirements for recycling and diversion of construction and demolition waste.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

Linear sediment barriers must comply with 3-12.6.2 of the Standard Specifications and the Contract Special Provisions.

ADD:

3-12.1.1 Construction Cleaning. The Contractor shall:

- a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.
- c) If required by the Engineer, the Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.
- d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand

scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor shall remove waste materials, debris, vegetation, other rubbish, and non-recyclable materials as required by the Contract Documents, and dispose of off-site in an approved disposal site or recycling center.

Unless otherwise specified in the Special Provisions, all concrete, asphalt, aggregate or sand base material, cement block, trees, shrubs, bushes, and all other recyclable material generated during cleaning, demolition, clearing, and grubbing or other phases of the work is to be disposed of at appropriate recycling centers. The Contractor shall be responsible for removing reinforcing steel, wood, or other deleterious materials as required by the recycling center for acceptance of recycled materials. The Contractor shall supply proof of disposal at a recycling center. The proof of disposal shall include verification of tonnage by certified weigh masters tickets. If weigh masters tickets are not feasible, the Contractor and Agency Representative shall estimate the tonnage prior to disposal at the recycling centers.

Known recycling centers:

Ewles Materials
16081 Construction Circle West
Irvine

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or Agency Representative. In any case, the Contractor shall use water or other means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the Work, or by public traffic, either inside or outside the right of way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefor.

ADD:

3-12.1.2 Final Cleaning. The Contractor shall execute cleaning prior to inspection for completion of the Work. The Contractor shall use materials which will not create hazards to health or property, and which will not damage surfaces, remove debris from and otherwise clean exposed-to-view surfaces, remove temporary protection and labels not required to remain, clean finishes free of foreign substances, remove waste, debris, and surplus

materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean, clean other exterior surfaces, and where applicable:

- a) Clean transparent and glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.
- b) Vacuum clean carpeted and similar soft surfaces.
- c) Clean resilient and hard surface floors.
- d) Clean surfaces of equipment; remove excess lubrication.
- e) Clean plumbing fixtures to a sanitary condition.
- f) Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
- g) Clean light fixtures and lamps.
- h) Remove waste, foreign matter, and debris from roofs, gutters, areaways, and drainage systems.

ADD:

3-12.4.3 Material Management.

3-12.4.3.1 General. The Contractor shall minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

- a) Hazardous chemicals, including acids, lime, glues, adhesives, paints, solvents, and curing compounds
- b) Soil stabilizers and binders
- c) Fertilizers
- d) Detergents
- e) Plaster
- f) Petroleum materials, including fuel, oil, and grease
- g) Asphalt and concrete components
- h) Pesticides and herbicides

The Contractor's employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

The Contractor shall use less hazardous materials if practicable.

The following activities must be performed at least 100 feet from concentrated flows of stormwater, drainage courses, and inlets if within the floodplain and at least 50 feet if outside the floodplain, unless otherwise authorized:

- a) Stockpiling materials
- b) Storing pile-driving equipment and liquid waste containers
- c) Washing vehicles and equipment in outside areas
- d) Fueling and maintaining vehicles and equipment

3-12.4.3.2 Material Storage. If materials are stored by the Contractor, he shall:

- a) Store liquids, petroleum materials, and substances listed in 40 CFR 110, 117, and 302 and place them in secondary containment facilities as specified by USDOT for storage of hazardous materials.
- b) Ensure that secondary containment facilities are impervious to the materials stored there for a minimum contact time of 72 hours.
- c) Cover secondary containment facilities during nonworking days and whenever precipitation is forecasted. Secondary containment facilities must be adequately ventilated.
- d) Keep secondary containment facilities free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place it into drums within 24 hours. Handle the liquid as hazardous waste in accordance with subsection 3-12 of the Standard Specifications and these Special Provisions.
- e) Not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
- f) Store materials in their original containers with the original material labels maintained in legible condition. Immediately replace damaged or illegible labels.
- g) Ensure that secondary containment facilities have the capacity to contain precipitation from a 24-hour-long, 25-year storm, plus 10 percent of the aggregate volume of all containers or the entire volume of the largest container within the facility, whichever is greater.
- h) Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during nonworking days and whenever precipitation is forecasted.
- i) Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.

- j) Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

3-12.4.3.3 Stockpile Management. The Contractor shall minimize stockpiling of materials at the job site.

The Contractor shall implement water pollution control practices within 72 hours of stockpiling material or before a forecasted storm event, whichever occurs first. If stockpiles are being used, do not allow soil, sediment, or other debris to enter storm drains, open drainages, and watercourses.

Active and inactive soil stockpiles must be:

- a) Covered with soil stabilization material or a temporary cover
- b) Surrounded with a linear sediment barrier

Stockpiles of asphalt concrete and PCC rubble, HMA, aggregate base, or aggregate subbase must be:

- a) Covered with a temporary cover
- b) Surrounded with a linear sediment barrier

Stockpiles of pressure-treated wood must be:

- a) Placed on pallets
- b) Covered with impermeable material

Stockpiles of cold mix asphalt concrete must be:

- a) Placed on an impervious surface
- b) Covered with an impermeable material
- c) Protected from stormwater run-on and runoff

The Contractor shall control wind erosion year-round.

The Contractor shall repair or replace linear sediment barriers and covers as needed to keep them functioning properly. Whenever sediment accumulates to 1/3 of the linear sediment barrier height, remove the accumulated sediment.

3-12.5.3 Spill Prevention and Emergency Response Plan.

ADD:

3-12.5.3.1 Spill Prevention and Control. The Contractor shall keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored.

The Contractor shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. Whenever the Contractor spills or leaks chemicals or hazardous substances at the job site, he is responsible for all associated cleanup costs and related liability.

The Contractor shall report minor, semi significant, and significant or hazardous spills to the WPC manager and the WPC manager must notify the Engineer immediately.

As soon as it is safe, the Contractor shall contain and clean up spills of petroleum materials and sanitary and septic waste substances listed under 40 CFR, parts 110, 117, and 302.

ADD:

3-12.5.3.2 Minor Spills. Minor spills consist of quantities of oil, gasoline, paint, or other materials that are small enough to be controlled by a first responder upon discovery of the spill.

The Contractor shall clean up a minor spill using the following procedures:

- a) Contain the spread of the spill
- b) Recover the spilled material using absorption
- c) Clean the contaminated area
- d) Dispose of the contaminated material and absorbents promptly and properly

ADD:

3-12.5.3.3 Semi Significant Spills. Semi significant spills consist of spills that can be controlled by a first responder with help from other personnel.

The Contractor shall clean up a semi significant spill immediately using the following procedures:

- a) Contain the spread of the spill.
- b) On paved or impervious surfaces, encircle and recover the spilled material with absorbent materials. Do not allow the spill to spread widely.
- c) If the spill occurs on soil, contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal.
- d) If the spill occurs during precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of runoff.
- e) Dispose of the contaminated material promptly and properly.

ADD:

3-12.5.3.4 Significant or Hazardous Spills. Significant or hazardous spills consist of spills that cannot be controlled by job site personnel.

The Contractor shall immediately notify qualified personnel of a significant or hazardous spill and take the following steps:

- a) Do not attempt to clean up the spill until qualified personnel have arrived.
- b) Notify the Engineer and follow up with a report.
- c) Obtain the immediate services of a spill contractor or hazardous material team.
- d) Notify local emergency response teams by dialing 911 and county officials by using the emergency phone numbers retained at the job site.
- e) Notify the California Emergency Management Agency State Warning Center at 916-845-8911.
- f) Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under 40 CFR 110, 119, and 302.
- g) Notify other agencies as appropriate, including:
 - 1) Fire Department
 - 2) Department of Public Works and Transportation
 - 3) Coast Guard
 - 4) Highway Patrol
 - 5) City Police or County Sheriff's Department
 - 6) Department of Toxic Substances
 - 7) California Division of Oil and Gas
 - 8) Cal/OSHA
 - 9) Regional Water Resources Control Board

The Contractor shall prevent a spill from entering stormwater runoff before and during cleanup activities and shall not bury or wash the spill with water.

ADD:

3-12.5.4 Waste Management.

3-12.5.4.1 Paint Waste. The Contractor shall clean water-based and oil-based paint from brushes or equipment within a contained area in a way that does not contaminate soil, receiving waters, or storm drain systems. Handle and dispose of the following as hazardous

waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste under: dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths.

3-12.5.4.2 Concrete Waste. The Contractor shall use practices to prevent the discharge of asphalt concrete, PCC, and HMA waste into storm drain systems and receiving waters.

The Contractor shall collect and dispose of asphalt concrete, PCC, and HMA waste at locations where:

- a) Concrete material, including grout, is used.
- b) Concrete dust and debris result from demolition.
- c) Saw cutting, coring, grinding, grooving, or hydro-concrete demolition creates a residue or slurry.
- d) Concrete trucks or other concrete-coated equipment is cleaned at the job site.

3-12.5.4.3 Sanitary and Septic Waste. The Contractor shall not bury or discharge wastewater from a sanitary or septic system anywhere at the site of Work. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. The Contractor shall place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines.

The Contractor shall comply with local health agency provisions if using an on-site disposal system.

3-12.5.4.4 Liquid Waste. The Contractor shall use practices that will prevent job-site liquid waste from entering storm drain systems and receiving waters. Liquid wastes include the following:

- a) Drilling slurries or fluids
- b) Grease-free and oil-free wastewater and rinse water
- c) Dredgings, including liquid waste from cleaning drainage systems
- d) Liquid waste running off a surface, including wash or rinse water
- e) Other nonstormwater liquids not covered by separate permits

The Contractor shall hold liquid waste in structurally sound, leak-proof containers, such as roll-off bins or portable tanks.

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills, and leaks.

The Contractor shall store containers at least 50 feet from moving vehicles and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps in accordance with 3-12 of the Standard Specifications and these Special Provisions. Liquid waste may require testing to determine hazardous material content before disposal.

The Contractor shall dispose of drilling fluids and residue.

If an authorized location is available within the job site, fluids and residue exempt under 23 CA Code of Regs § 2511(g) may be dried by evaporation in a leak-proof container. The Contractor shall dispose of the remaining solid waste in accordance with 3-12 of the Standard Specifications and these Special Provisions.

ADD:

3-12.5.5 Nonstormwater Management.

3-12.5.5.1 Water Control and Conservation. The Contractor shall manage water used for work activities in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Obtain authorization before washing anything at the job site with water that could discharge into a storm drain system or receiving waters. Report discharges immediately.

The Contractor shall implement water conservation practices if water is used at the job site. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off the water source to broken lines, sprinklers, or valves and repair breaks within 24 hours. Reuse water from waterline flushing for landscape irrigation if practicable. Sweep and vacuum paved areas. Do not wash paved areas with water.

The Contractor shall direct runoff water, including water from water line repair, from the job site to areas where it can infiltrate into the ground. Do not allow runoff water to enter storm drain systems and receiving waters. Do not allow spilled water to escape filling areas for water trucks. Direct water from off-site sources around the job site if practicable. Minimize the contact of off-site water with job site water.

3-12.5.5.2 Illicit Connection and Illegal Discharge Detection and Reporting. Before starting work, the Contractor shall inspect the job site and the job site's perimeter for evidence of illicit connections, illegal discharges, and dumping. After starting work, inspect the job site and perimeter on a daily schedule for illicit connections and illegal dumping and discharges.

Whenever illegal connections, discharges, or dumping are discovered, The Contractor shall notify the Engineer immediately, should take no further action unless ordered and assume that unlabeled or unidentifiable material is hazardous.

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

- a) Debris or trash piles
- b) Staining or discoloration on pavement or soils
- c) Pungent odors coming from drainage systems
- d) Discoloration or oily sheen on water
- e) Stains and residue in ditches, channels, or drain boxes
- f) Abnormal water flow during dry weather
- g) Excessive sediment deposits
- h) Nonstandard drainage junction structures
- i) Broken concrete or other disturbances at or near junction structures

3-12.5.5.3 Vehicle and Equipment Cleaning. The Contractor shall limit vehicle and equipment cleaning or washing at the job site except for what is necessary to control vehicle tracking or hazardous waste. The Contractor shall notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam, and contain and recycle or dispose of resulting waste under 5-7.4. The Contractor shall not use diesel to clean vehicles or equipment and minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. The Contractor may wash vehicles in an outside area if the area is:

- a) Paved with asphalt concrete, HMA, or PCC
- b) Surrounded by a containment berm
- c) Equipped with a sump to collect and dispose of wash water

The Contractor shall use as little water as practicable whenever washing vehicles and equipment with water and hoses used must be equipped with a positive shutoff valve.

The Contractor shall discharge liquid from wash racks to a recycling system or to another authorized system. Remove liquids and sediment as necessary.

3-12.5.5.4 Vehicle and Equipment Fueling and Maintenance. If practicable, the Contractor shall perform maintenance on vehicles and equipment off-site.

If fueling or maintenance must be done at the job site, the Contractor shall assign a site or sites, and obtain authorization before using them. The Contractor shall minimize mobile fueling and maintenance activities. The Contractor's fueling and maintenance activities must be performed on level ground in areas protected from stormwater run-on and runoff.

The Contractor shall use containment berms or dikes around fueling and maintenance areas. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks. The Contractor shall dispose of spill-

cleanup material and kits immediately after use and use drip pans or absorbent pads during fueling or maintenance.

The Contractor shall not leave fueling or maintenance areas unattended during fueling and maintenance activities. The Contractor's fueling nozzles must be equipped with an automatic shutoff control. The Contractor shall use equipment with vapor-recovery fueling nozzles where required by the Air Quality Management District, secure nozzles in an upright position when not in use and shall not top off fuel tanks.

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

If leaks cannot be repaired immediately, the Contractor shall remove the vehicle or equipment from the job site.

3-12.5.5.5 Material and Equipment Used Over Water. The Contractor shall place drip pans and absorbent pads under vehicles and equipment used over water, keep an adequate supply of spill-cleanup material with vehicles and equipment, place drip pans or plastic sheeting under vehicles and equipment on docks, barges, or other surfaces over water whenever vehicles or equipment will be idle for more than one (1) hour.

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

The Contractor shall report discharges to receiving waters immediately upon discovery and shall submit a discharge notification.

3-12.5.5.6 Structure Removal Over or Adjacent to Water. The Contractor shall not allow demolished material to enter storm drain systems and receiving waters, use authorized covers and platforms to collect debris, use attachments on equipment to catch debris during small demolition activities and empty debris-catching devices daily and dispose of debris in accordance with 3-12 of the Standard Specifications and these Special Provisions.

3-12.5.5.7 Paving, Sealing, Saw Cutting, Grooving, and Grinding Activities. The Contractor shall prevent material from entering storm drain systems and receiving waters including:

- a) Cementitious material
- b) Asphaltic material
- c) Aggregate or screenings
- d) Saw cutting, grooving, and grinding residue
- e) Pavement chunks
- f) Shoulder backing
- g) Methacrylate
- h) Sandblasting residue

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill receiving waters until paving, sealing, saw cutting, grooving, and grinding activities are completed and excess material has been removed and cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

Whenever precipitation is forecasted, the Contractor shall limit paving, saw cutting, and grinding to places where runoff can be captured.

The Contractor shall not start seal coat, tack coat, slurry seal, or fog seal activities whenever precipitation is forecasted during the application and curing period and shall not excavate material from existing roadways during precipitation.

The Contractor shall use a vacuum to remove slurry immediately after slurry is produced and shall not allow the slurry to run onto lanes open to traffic or off the pavement.

The Contractor shall collect the residue from PCC grooving and grinding activities with a vacuum attachment on the grinding machine. The Contractor shall not leave the residue on the pavement or allow the residue to flow across pavement.

The Contractor shall not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

The Contractor shall park paving equipment over drip pans or plastic sheeting with absorbent material to catch drips if the paving equipment is not in use.

3-12.5.5.8 Thermoplastic Striping and Pavement Markers. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets and receiving waters.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets and receiving waters.

The Contractor shall collect and dispose of bituminous material from the roadway after removing markers.

3-12.5.5.9 Pile Driving. The Contractor shall keep spill kits and cleanup materials at pile driving locations; park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material; protect pile driving equipment by parking on plywood and covering with plastic whenever precipitation is forecasted.

The Contractor shall store pile driving equipment on level ground and protect it from stormwater run-on when not in use. Use vegetable oil instead of hydraulic fluid if practicable.

3-12.5.5.10 Concrete Curing. The Contractor shall not overspray chemical curing compounds and shall not allow runoff of curing compounds.

The Contractor shall minimize the drift by spraying as close to the concrete as practicable, cover drainage inlets before applying the curing compound, and minimize the use and

discharge of water by using wet blankets or similar methods to maintain moisture when concrete is curing.

3-12.5.5.11 Concrete Finishing. The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting, collect and dispose of sand and solid waste from sandblasting. Before sandblasting, the Contractor shall cover drainage inlets within 50 feet of sandblasting, and shall minimize the drift of dust and blast material by keeping the nozzle close to the surface of the concrete. If the character of the blast residue is unknown, the Contractor shall test it for hazardous materials and dispose of it properly.

The Contractor shall inspect containment structures for concrete finishing for damage before each day of use and before forecasted precipitation and remove liquid and solid waste from containment structures after each work shift.

3-12.5.5.12 Sweeping. The Contractor shall sweep by hand or mechanical methods, such as vacuuming, and shall not use methods that use only mechanical kick brooms.

The Contractor shall sweep paved roads at construction entrance and exit locations and paved areas within the job site:

- a) During clearing and grubbing activities
- b) During earthwork activities
- c) During trenching activities
- d) During pavement structure activities
- e) When vehicles are entering and leaving the job site
- f) After soil-disturbing activities
- g) After observing off-site tracking of material
- h) As deemed necessary by the Engineer

The Contractor shall monitor paved areas and roadways within the project and sweep within:

- a) 1 hour whenever sediment or debris is observed during activities that require sweeping.
- b) 24 hours whenever sediment or debris is observed during activities that do not require sweeping.

The Contractor shall remove collected material, including sediment, from paved shoulders, drain inlets, curbs and dikes, and other drainage areas, may stockpile collected material at the job site, and shall dispose of collected material at least once per week if stockpiled.

The Contractor shall keep dust to a minimum during street sweeping activities and use water or a vacuum whenever dust generation is excessive or sediment pickup is ineffective.

The Contractor shall remove and dispose of trash collected during sweeping.

3-12.5.5.13 Dewatering. Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

The Contractor shall perform dewatering work as specified for the work items involved, such as temporary active treatment system or dewatering and discharge.

If dewatering and discharging activities are not specified under a work item and the Contractor performs dewatering activities, he shall:

- a) Conduct dewatering activities under the Caltrans' *Field Guide for Construction Site Dewatering*.
- b) Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
- c) Discharge the water within the project limits if approved by the Engineer. Dispose of the water if it cannot be discharged within project limits due to site constraints or contamination.
- d) Not discharge stormwater or nonstormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface.
- e) Notify the Engineer immediately upon discovering any such condition.

3-12.6 Water Pollution Control.

3-12.6.1 General. *ADD the following after the last paragraph:*

This project is anticipated to be Risk Level 2.

ADD:

3-12.6.1.1 Definitions and Abbreviations.

Active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 15 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

BMPs: Best Management Practices are water pollution control practices.

Construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

NAL: Numeric Action Level.

NEL: Numeric Effluent Limit.

Normal working hours: The hours the Contractor normally works on this project.

Preparation Manual: The Caltrans' "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

QSD: Qualified SWPPP Developer.

QSP: Qualified SWPPP Practitioner.

Qualified rain event: A qualified rain event is a storm that produces at least 0.5 inch of precipitation with a 48 hour or greater period between storms.

REAP: Rain Event Action Plan.

SAP: Sampling and Analysis Plan.

SSC: Suspended Sediment Concentration.

SWRCB: State Water Resources Control Board.

WPC: Water Pollution Control.

WPC Manager: The Contractor's Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the SWPPP and oversees revisions and amendments to the SWPPP.

ADD:

3-12.6.1.2 Summary. Section 3-12.6 includes general specifications for preventing, controlling, and abating water pollution in streams, waterways, and other bodies of water.

Information on forms, reports, and other documents can be found in the following Caltrans manuals:

- a) Field Guide for Construction Site Dewatering
- b) Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
- c) Construction Site Best Management Practices (BMP) Manual
- d) Construction Site Monitoring Program (CSMP) Guidance Manual

For the above-referenced manuals, go to the Caltrans' website for the Division of Construction, Storm Water and Water Pollution Control at (<https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>) or the Caltrans' publication distribution unit.

The Contractor shall not start job site activities until:

- a) The WPCP or SWPPP, in accordance with 3-12.6.3 of the Special Provisions, is authorized.
- b) The waste discharge identification number is issued if the project requires a SWPPP.
- c) WPCP or SWPPP review requirements have been fulfilled. If the RWQCB requires time for review, allow 30 days for the review.

If the Contractor operates a Contractor-support facility, the Contractor shall protect stormwater systems or receiving waters from the discharge of potential pollutants by using water pollution control practices.

Contractor-support facilities include:

- a) Staging areas
- b) Storage yards for equipment and materials
- c) Mobile operations
- d) Batch plants for PCC and HMA
- e) Crushing plants for rock and aggregate
- f) Other facilities installed by the Contractor for his, such as haul roads

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the general waste discharge requirements for *Order No. 97-03-DWQ, NPDES General Permit No. CAS000001*, issued by the State Water Resources Control Board for “*Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities*” and referred to herein as “General Industrial Permit.” For the General Industrial Permit, go to the website for the State Water Resources Control Board.

If the Contractor operates a batch plant to manufacture PCC, HMA, or other material or a crushing plant to produce rock or aggregate, the Contractor shall obtain coverage under the General Industrial Permit. The Contractor must be covered under the General Industrial Permit for batch plants and crushing plants located:

- a) Outside of the job site
- b) Within the job site that serve 1 or more contracts

If the Contractor obtains or disposes of material at a noncommercially operated borrow or disposal site, the Contractor shall prevent water pollution due to erosion at the site during and after completion of his activities. Upon completion of his work, the Contractor shall leave the site in a condition such that water will not collect or stand therein.

The Agency does not pay for water pollution control practices at Contractor-support facilities and noncommercially operated borrow or disposal sites.

3-12.6.1.3 Submittals. Within 48 hours after the conclusion of a storm event resulting in a discharge, after a nonstormwater discharge, or after receiving a written notice or an order from the RWQCB or another regulatory agency, the Contractor's WPC manager must submit the following information:

- a) Date, time, location and nature of the activity and the cause of the notice or order
- b) Type and quantity of discharge
- c) Water pollution control practices in use before the discharge or before receiving the notice or order
- d) Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice

The Contractor shall submit water pollution control training records for all employees and subcontractors who will be working at the job site as an informational submittal that includes the training subjects, training dates, ongoing training, and tailgate meetings with the submittal. The Contractor shall submit records for:

- a) Existing employees within 5 business days of obtaining SWPPP or WPCP authorization
- b) New employees within 5 business days of receiving the training
- c) Subcontractor's employees at least 5 business days before a subcontractor starts work

At least Five (5) business days before operating any Contractor-support facility, the Contractor shall submit:

- a) A plan showing the location and quantity of water pollution control practices associated with the Contractor-support facility
- b) A copy of the notice of intent approved by the RWQCB and the WPCP or SWPPP approved by the RWQCB if the Contractor will be operating a batch plant or a crushing plant under the General Industrial Permit

3-12.6.1.4 Quality Control and Assurance.

Training

The Contractor's employees must receive water pollution control training before starting work at the job site.

For the Contractor's project managers, supervisory personnel, subcontractors, and employees involved in water pollution control work:

- a) The Contractor shall provide stormwater training in the following subjects:

- 1) Water pollution control rules and regulations
- 2) Implementation and maintenance for:
 - i. Temporary soil stabilization
 - ii. Temporary sediment control
 - iii. Tracking control
 - iv. Wind erosion control
 - v. Material pollution prevention and control
 - vi. Waste management
 - vii. Nonstormwater management
- b) The Contractor shall conduct weekly training meetings covering:
 - 1) Deficiencies and corrective actions for water pollution control practices
 - 2) Water pollution control practices required for work activities during the week
 - 3) Spill prevention and control
 - 4) Material delivery, storage, usage, and disposal
 - 5) Waste management
 - 6) Nonstormwater management procedures

Training for personnel who collect water quality samples must include:

- a) CSMP review
- b) Health and safety review
- c) Sampling simulations

3-12.6.1.5 Water Pollution Control Manager.

General

The Contractor's WPC manager must be a QSP if the project requires a WPCP. The Contractor's WPC manager must be a QSD if the project requires a SWPPP.

The Contractor shall assign one (1) WPC manager to implement the WPCP or SWPPP, whichever is applicable for the project.

Qualifications

The Contractor's QSD must:

- a) Have completed the stormwater management training described in the Caltrans' website for the Division of Construction, Storm Water and Water Pollution Control Information
- b) Be registered or certified for at least one of the following:
 - 1) California registered civil engineer
 - 2) California registered professional geologist or engineering geologist
 - 3) California licensed landscape architect
 - 4) Professional hydrologist registered through the American Institute of Hydrology
 - 5) Certified Professional in Erosion and Sediment Control (CPESC)[™] registered through Enviro Cert International, Inc.
 - 6) Certified Professional in Storm Water Quality (CPSWQ)[™] registered through Enviro Cert International, Inc.
 - 7) Professional in erosion and sediment control registered through the National Institute for Certification in Engineering Technologies (NICET)

The Contractor's QSP must comply with the qualifications for a QSD or must:

- a) Have completed the storm water management training described in the Caltrans' website for the Division of Construction, Storm Water and Water Pollution Control Information
- b) Be certified for at least one of the following:
 - 1) Certified Erosion, Sediment and Storm Water Inspector (CESSWI)[™] registered through Enviro Cert International, Inc.
 - 2) Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.

Responsibilities

The Contractor's WPC manager must:

- a) Be responsible for water pollution control work
- b) Be the primary contact for water pollution control work
- c) Oversee:
 - 1) Maintenance of water pollution control practices
 - 2) Inspections of water pollution control practices identified in the SWPPP or WPCP
 - 3) Inspections and reports for visual monitoring

- 4) Preparation and implementation of REAPs
- 5) Sampling and analysis
- 6) Preparation and submittal of:
 - i. NAL exceedance reports
 - ii. NEL violation reports
 - iii. SWPPP annual certification
 - iv. Annual reports
 - v. BMP status reports
- d) Oversee and enforce hazardous waste management practices, including spill prevention and control measures
- e) Have authority to mobilize crews to make immediate repairs to water pollution control practices
- f) Ensure that all employees have current water pollution control training
- g) Implement the authorized SWPPP or WPCP
- h) Amend the SWPPP or WPCP if required
- i) Be at the job site within 2 hours of being contacted
- j) Have the authority to stop construction activities damaging water pollution control practices or causing water pollution

3-12.6.1.6 Construction.

General

The Contractor shall install facilities and devices used for water pollution control practices before performing work activities. The Contractor shall install soil stabilization materials for water pollution control practices in all work areas that are inactive and before storm events.

The Contractor shall repair or replace water pollution control practices within 24 hours of discovering any damage, unless a longer period is authorized.

The Agency will not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or the Contractor's negligence.

The Contractor shall retain a printed copy of the authorized WPCP or SWPPP at the job site at all times.

Monitoring

The Contractor shall monitor the National Weather Service's forecast on a daily basis. For the National Weather Service's forecast, go to the website for the National Weather Service.

Inspections

The Contractor shall use the *Stormwater Site Inspection Report* form for documenting site inspections.

The Contractor's WPC manager must oversee:

a) Inspections of water pollution control practices identified in SWPPP or WPCP:

- 1) Before a forecasted storm event
- 2) After a qualifying rain event that produces site runoff
- 3) At 24-hour intervals during extended storm events
- 4) On a predetermined schedule of at least once a week

b) Daily inspections of:

- 1) Storage areas for hazardous materials and waste
- 2) Hazardous waste disposal and transporting activities
- 3) Hazardous material delivery and storage activities

c) Inspections of:

- 1) Vehicle and equipment cleaning facilities:
 - i. Daily if vehicle and equipment cleaning occurs daily
 - ii. Weekly if vehicle and equipment cleaning does not occur daily
- 2) Vehicle and equipment maintenance and fueling areas:
 - i. Daily if vehicle and equipment maintenance and fueling occurs daily
 - ii. Weekly if vehicle and equipment maintenance and fueling does not occur daily
- 3) Vehicles and equipment at the job site for leaks and spills on a daily schedule. Verify that operators are inspecting vehicles and equipment each day of use.
- 4) Demolition sites within 50 feet of storm drain systems and receiving waters daily.
- 5) Pile driving areas for leaks and spills:

- i. Daily if pile driving occurs daily
 - ii. Weekly if pile driving does not occur daily
- 6) Temporary concrete washouts:
 - i. Daily if concrete work occurs daily
 - ii. Weekly if concrete work does not occur daily
- 7) Paved roads at job site access points for street sweeping:
 - i. Daily if earthwork and other sediment or debris-generating activities occur daily
 - ii. Weekly if earthwork and other sediment or debris-generating activities do not occur daily
 - iii. Within 24 hours of precipitation forecasted by the National Weather Service
- 8) Dewatering work:
 - i. Daily if dewatering work occurs daily
 - ii. Weekly if dewatering work does not occur daily
- 9) Temporary active treatment system:
 - i. Daily if temporary active treatment system activities occur daily
 - ii. Weekly if temporary active treatment system activities do not occur daily
- 10) Work over water:
 - i. Daily if work over water occurs daily
 - ii. Weekly if work over water does not occur daily

Deficiencies

Whenever the Contractor or the Engineer identify a deficiency in the implementation of the authorized WPCP or SWPPP, The Contractor shall correct the deficiency:

- a) Immediately, unless a later date is authorized
- b) Before precipitation occurs

The Agency may correct the deficiency and deduct the cost of correcting the deficiency from payment if the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

3-12.6.2 Best Management Practices (BMPs). *MODIFY to ADD the following:*
BMPs shall be maintained and/or added based on any exceedances of Numeric Action Levels (NALs) and Numeric Effluent Limitations (NELs). The Contractor shall make any necessary changes to the SWPPP and implement additional BMPs that will result in effluent levels below that of NALs.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP). *DELETE in its entirety and SUBSTITUTE with the following:*

3-12.6.3 Water Pollution Control Plan (WPCP).

3-12.6.3.1 General.

Summary

The Contractor shall prepare a water pollution control plan that includes developing and implementing the WPCP, providing a WPC manager, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices.

The Contractor may assign a QSP other than the WPC manager to develop the WPCP.

Submittals

Within 7 days after Contract approval:

- a) The Contractor shall submit two (2) copies of his WPCP for review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
- b) The Contractor shall resubmit a revised WPCP within 7 days of receiving the Engineer's comments. The Agency's review resumes when the complete WPCP has been resubmitted.
- c) When the Engineer authorizes the WPCP, the Contractor shall submit an electronic copy and 3 printed copies of the authorized WPCP.
- d) If the RWQCB requires review of the authorized WPCP, the Engineer submits the authorized WPCP to the RWQCB for its review and comment.
- e) If the Engineer orders changes to the WPCP based on the RWQCB's comments, the Contractor shall amend the WPCP within 3 business days.

The WPCP must comply with the Caltrans' *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual* and must:

- a) Show the location of disturbed soil areas, water bodies, and water conveyances
- b) Describe the work involved in the installation, maintenance, repair, and removal of temporary water pollution control practices
- c) Show the locations and types of water pollution control practices that will be used for:

- 1) Stormwater and nonstormwater in areas outside the job site, but related to work activities, including:
 - (a) Staging areas
 - (b) Storage yards
 - (c) Access roads
- 2) Activities or mobile activities related to all NPDES permits
- 3) Contractor-support facilities
- d) Show the locations and types of temporary water pollution control practices that will be used in the work for each construction phase
- e) Show the locations and types of water pollution control practices that will be installed permanently under the Contract
- f) Include a schedule showing when:
 - 1) Work activities will be performed that could cause the discharge of pollutants into stormwater
 - 2) Water pollution control practices associated with each construction phase will be implemented
 - 3) Soil stabilization and sediment control practices for disturbed soil areas will be implemented
- g) Include a copy of any permits obtained by the Agency, including Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially deposited lead reuse

The Contractor shall amend the WPCP whenever:

- a) Changes in work activities could affect the discharge of pollutants
- b) Water pollution control practices are added by Change Order work
- c) Water pollution control practices are added at the Contractor's discretion
- d) Changes in the quantity of disturbed soil are substantial
- e) Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved
- f) Project receives a written notice or order from the RWQCB or any other regulatory agency

The Contractor shall allow the same review time for amendments to the WPCP as for the original WPCP.

3-12.6.3.2 Construction. The Contractor shall manage work activities in a way that reduces the discharge of pollutants to surface waters, groundwater, and separate municipal storm sewer systems.

The Contractor shall monitor and inspect water pollution control practices at the job site.

The Contractor shall notify the Engineer within 6 hours whenever any of the following occurs:

- a) The Contractor identifies discharges into receiving waters or drainage systems that are causing or could cause water pollution
- b) The Contractor receives a written notice or order for the project from the RWQCB or any other regulatory agency

The Contractor shall continue WPCP implementation during any suspension of work activities.

The Contractor is responsible for delays and must pay all costs associated with submitting a SWPPP due to his actions that result in one of the following:

- a) 1 or more acres of soil disturbance on projects without an Erosivity Waiver
- b) More than 5 acres of soil disturbance on projects with an Erosivity Waiver
- c) Failure to comply with the schedule for soil disturbing activities for projects with an Erosivity Waiver if the delays void the Erosivity Waiver

3-12.6.3.3 Payment.

Measurement and Payment of specific items of work will be paid in accordance with Section 7-8 "PAY ITEM SPECIFIC MEASUREMENT AND PAYMENT CLAUSES"

3-12.6.4 Dewatering. *MODIFY to ADD the following:*

Submittals

Contractor shall submit a dewatering and discharge work plan to the Engineer before dewatering activities at least 5 days before dewatering begins. The dewatering and discharge work plan must include:

- a) Title sheet and table of contents
- b) Description of dewatering and discharge activities detailing locations, quantity and quality of water, proposed equipment, and discharge point(s)
- c) Estimated schedule for dewatering and discharge start and end dates of intermittent and continuous activities
- d) Discharge alternatives, such as dust control or percolation
- e) Visual monitoring procedures with inspection log
- f) Copy of written approval to discharge into a sanitary sewer system at least 5 business days before starting discharge activities, when appropriate

The Contractor shall submit the following informational submittals:

- a) Safety Data Sheet (SDS) at least 5 business days before material is used or stored
- b) Monthly inventory records for material used or stored

The Contractor shall submit written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system.

3-12.6.5 Payment. *DELETE in its entirety and SUBSTITUTE with the following:*

Payment for implementation and maintenance of BMPs and dewatering shall be included in the Contract Unit Price paid for WATER POLLUTION CONTROL PROGRAM (WPCP). Refer to Section 7-8 "PAY ITEM SPECIFIC MEASUREMENT AND PAYMENT CLAUSES"

ADD:

3-12.7 Drainage Control. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

The Contractor shall ensure that storm and drainage water does not pond due to the temporary blockage of existing drainage facilities. To this end, the Contractor shall provide temporary works that allow for the passage of storm and drainage water in a manner equivalent to the existing drainage system.

No separate payment will be made for any work performed or material used in drainage control. Full compensation for such controls shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefor.

ADD:

3-12.8 Graffiti Control. Throughout all phases of Work, including suspension of Work, and until final acceptance, the Contractor shall keep Work, all equipment, field offices, storage facilities, fences, signs, and other facilities free of graffiti. Within twenty-four (24) hours after notification by the Agency Representative, graffiti shall be water blasted and cleaned to original surface or repainted if previously painted.

No separate payment will be made for any work performed or material used in graffiti control. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefor.

3-13.1 Completion. *DELETE in its entirety and SUBSTITUTE with the following:*

When the Contractor considers the Work, or a designated portion of Work, if specified in the Contract Documents, is complete, the Contractor shall submit a written request to the Engineer for inspection. By submittal of such request, Contractor certifies that:

- a) Contract Documents have been reviewed by the Contractor.
- b) Work has been completed in accordance with Contract Documents and is ready for inspection.
- c) Equipment and systems have been tested, adjusted/balanced and are fully operational.

The Contractor shall submit the request a minimum of five (5) Working Days in advance of requested inspection date. Contractor shall be responsible for allowing sufficient time during the Contract period to complete inspections and make any corrections. Each day beyond the time prescribed to complete the Contract will be subject to assessment of liquidated damages in accordance with 6-9.

Should Agency Representative's inspection find Work incomplete, Agency Representative will notify the Contractor in writing, listing observed deficiencies. The Contractor shall remedy listed deficiencies immediately and send a request for final inspection. Failure of the Contractor to remedy deficiencies may, at the Agency's option, result in reinspection(s) of the work to identify additional deficiencies, if any. Agency's costs associated with reinspection(s) are subject to provisions of 3-13.4.

When the Agency confirms Work is complete and, closeout submittals, as referred to in 3-13.5 have been provided, Agency Representative will notify Contractor of date of completion on the Weekly Statement of Working Days.

ADD:

3-13.4 Reinspections. Should status of completion of Work require reinspection(s) by Agency due to failure of the Contractor to make corrections on initial inspection, Agency may deduct the amount of compensation for reinspection services from final payment to Contractor. Observed deficiencies in excess of ten (10) will be reason for reinspection.

Inspections initiated at the request of the Agency will not be subject to provisions of this Subsection.

ADD:

3-13.5 Closeout Submittals.

Contractor shall submit:

- a) Project Record Documents clearly marked with all changes to Plans within thirty (30) Calendar Days of Final Acceptance
- b) Operation and Maintenance Data
- c) Warranties and Bonds
- d) Spare Parts and Maintenance Materials, as specified

- e) Evidence of Payment and Release of Stop Payment Notices
- f) Other data and materials as may be required in the Contract Documents

SECTION 4 – CONTROL OF MATERIALS

REVISE as follows:

4-1 GENERAL.

ADD the following before the 1st sentence in the 1st paragraph:

The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Special Provision to be furnished by the Agency.

ADD:

4-1.1 Contractor Equipment and Plants. Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project. Such equipment and plants shall be maintained in a good state of repair during the process of the Work. No obsolete or badly worn equipment and plants shall be used. Manufacturers' ratings shall not be exceeded.

Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure a production rate of sufficient material to carry to completion within the time limit(s) specified in the Contract Documents, if any.

The Contractor, when ordered by the Engineer, shall remove unsuitable equipment from the work site and discontinue the operation of unsatisfactory plants and equipment.

ADD:

4-1.2 Adoption or Revision Date for Standards, Codes, and Tests. Whenever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code; specification or test in effect on the day of the Notice Inviting Bids is dated.

In accordance with the Public Contract Code § 3400, the Contractor shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) days of Contract award or before ten percent of the Contract Working Days have expired, whichever is less. This time is included in the number of Working Days allowed for the completion of the Work. The Engineer's decision regarding the acceptability of the substitution is final.

Materials, equipment, and supplies provided shall, without additional charge to Agency, fully conform with all applicable local, State and Federal safety laws, rules, and regulations, and orders, and it shall be the Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefore on that particular material, equipment or supply as specified.

4-3 INSPECTION.

4-3.1 General. *ADD the following before the 1st paragraph:*

Materials to be used in the Work will be subject to inspection and tests by the Engineer. The Contractor shall furnish without charge such samples as may be required. The Contractor shall furnish the Engineer a list of his sources of materials and the locations at which such materials will be available for inspection a minimum of twenty (20) Calendar Days in advance of their intended use. The Engineer may inspect, sample or test materials at the source of supply or other locations, but such inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer has free access at all times to the material to be inspected, sampled or tested. It is understood that such inspections and tests, if made at any point other than the point of incorporation in the Work, in no way shall be considered as a guarantee of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the Agency shall not relieve the Contractor or his suppliers of responsibility for quality control.

Manufacturers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before acceptance of the Contract Work.

Reports and records of inspections made and tests performed when available at the site of the Work, may be examined by the Contractor.

The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The Agency assumes no obligation to inspect materials at the source of supply.

4-4 TESTING. *ADD the following:*

The Contractor shall furnish the Agency Representative with a list of his sources of materials in sufficient time to permit proper inspection and testing of materials to be furnished for such listed sources in advance of their use. The Contractor shall furnish without charge such samples as may be required.

Inspection and tests will be made by the Agency Representative or his designated representative, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the work, in no way shall be considered as guarantee of acceptance of such materials nor of continued acceptance of materials, presumed to be similar to that upon which inspection and tests have been made.

Tests of materials will be made in accordance with commonly recognized procedures of technical organizations and such special procedures as prescribed in the Contract Documents. Materials will be sampled and tested at such times during the process of the Work as deemed desirable by the Engineer, the Contractor shall cooperate in obtaining the samples.

Add:

4-4.1 Testing Laboratory. The Contractor shall employ and pay for services of an independent testing laboratory, subject to approval by the Agency, to perform other testing and inspections services required by the Contract Documents.

Prior to start of Work, the Contractor shall submit his testing laboratory name, address, and telephone number, and names of full-time registered engineer and responsible officer.

Employment of testing laboratories will in no way relieve Contractor of its obligation to perform the Work in accordance with Contract Documents.

Laboratory field technicians employed by the Agency shall have no authority to release, revoke, alter, or enlarge on requirements of Contract Documents, or to approve, accept or stop any portion of the Work.

The Contractor shall:

- a) Cooperate with laboratory personnel, provide access to work, arrange access to manufacturers' operations.
- b) Provide the laboratory with preliminary representative samples of materials to be tested, in required quantities.
- c) Furnish copies of mill test reports.
- d) Provide casual labor and facilities for access to work being tested; obtain and handle samples at the site; facilitate inspections and tests; provide facilities for the laboratory's exclusive use for storage and curing of test samples.
- e) Coordinate requests for testing through the Agency Representative. Notify Agency Representative a minimum of three (3) Working Days in advance of operations to allow for assignment of personnel and scheduling of tests.
- f) Pay for additional laboratory inspections, sampling, and testing required for Contractor's convenience and when initial tests indicate that work does not comply with Contract Documents.
- g) When required by the Contract Documents, submit manufacturer's certificate, executed by responsible officer, certifying that the product(s) meet or exceed specified requirements. Provide certification in duplicate.

4-6 TRADE NAMES.

ADD the following:

The Contractor shall submit products list in accordance with the following:

- a) Within the time specified in 4-1.2 of the Standard Specifications and these Special Provisions, transmit number of copies Contractor needs plus four (4) of a list of major products which are proposed for installation, including name of manufacturer. Tabulate products by specification section number, title, and article number.
- b) For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- c) The Engineer will reply in writing, stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

The following limitations shall apply to substitutions:

- a) During the bidding period, Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this Subsection.
- b) Requests for substitutions of products will be considered only within the time period specified in the Contract Documents. Subsequent requests will be considered only in the case of product unavailability or other conditions beyond control of Contractor. Material delivery schedules will not be considered justification for substitution.
- c) Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request or when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- d) Substitute products shall not be ordered or installed without written acceptance by the Engineer.
- e) Only one request for substitution for each product line will be considered. When substitution is not accepted, provide specified product.
- f) The Engineer will determine acceptability of substitutions.

Requests for substitutions shall conform to the following:

- a) Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.

- b) Identify product by specifications section and article numbers. Provide manufacturer's name and address, trade name or product, and model or catalog number. List fabricators and suppliers, as appropriate.
- c) Give itemized comparison of proposed substitution with specified product, listing variations, and reference to specifications section and article numbers.
- d) Give cost data comparing proposed substitution with specified product, and amount of net change to Contract sum.
- e) List availability of maintenance services and replacement materials.
- f) State effect of substitution on construction schedule, and changes required in other work or products.

Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product. The Contractor shall provide the same warranty for the substitution as for the specified product, shall coordinate installation of accepted substitute, making such changes as may be requested for Work to be complete in all respects, certifies that cost data presented is complete and includes all related costs under this Contract and waives claims for additional costs related to substitution which may later become apparent. The Contractor shall submit the number of copies the Contractor needs plus four of request for substitution. For accepted products, submit shop drawings, product data, and samples, and tests conducted in accordance with 3-8.

ADD:

4-9. AGENCY-FURNISHED MATERIALS.

Materials which are listed as Agency-furnished materials in the Special Provisions will be available to the Contractor free of charge.

The Contractor shall submit a written request to the Engineer for the delivery of Agency-furnished material at least fifteen (15) Working Days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

The locations at which Agency-furnished materials will be available to the Contractor free of charge will be designated in the Special Provisions. In those cases, the materials shall be hauled to the site of the Work by the Contractor at the Contractor's expense, including any necessary loading and unloading that may be involved. If the locations are not designated in the Special Provisions, the Agency-furnished materials will be furnished to the Contractor free of charge at the site of the Work. In either case, all costs of handling and placing Agency-furnished material shall be considered as included in the price paid for the contract item involving the Agency-furnished material.

The Contractor shall be responsible for Agency-furnished materials furnished to the Contractor, and shall pay all demurrage and storage charges. Agency-furnished materials, once furnished, delivered, or picked up by the Contractor, that are lost or damaged from any

cause whatsoever shall be replaced by the Contractor at the Contractor's expense. The Contractor shall be liable to the Agency for the cost of replacing Agency-furnished materials, and those costs may be deducted from any monies due or to become due the Contractor. All Agency-furnished material that is not used on the Work shall remain the property of the Agency, and the Contractor shall arrange with the Agency Representative for delivery back to the Agency at Contractor's expense.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

REVISE as follows:

5-1 LAWS AND REGULATIONS.

DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall keep itself fully informed of all existing and future State and National laws and County and Municipal ordinances and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such order and decrees of bodies or tribunals having any jurisdiction or authority in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Agency Representative in writing.

The Contractor shall at all times observe and comply with and shall cause all its agents, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees even though such requirements may not be specifically mentioned in the specifications or shown on the Plans, and shall hold harmless, indemnify, and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its employees, its agents, or its subcontractors. To the maximum extent permitted by law, all obligations of the Contractor stated in 5-4.2 shall apply in the case of any such claim or liability.

As a material part of this Contract, Contractor's and subcontractors' owners and employees agree to be bound by and adhere to the Federal Department of Transportation (DOT) regulations found in Title 49 CFR 382. All Contractor's and subcontractors' owners and employees who are required to hold commercial licenses and/or who are in safety sensitive positions shall be subject to the provisions of the DOT regulations.

5-2 SPECIAL NOTICES.

MODIFY to ADD the following:

Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purpose whatsoever, unless served in the following manner:

- a) If the notice is given to the Agency, by personal delivery or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to the Agency, postage prepaid and registered.
- b) If the notice is given by the Engineer to the Contractor by personal delivery to said Contractor or to his authorized representative or by depositing the same

in the United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or such other address as may have been established for the conduct of the work under this Contract, postage prepaid and registered.

- c) If notice is given to the surety or any other person by personal delivery to said surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of said surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

5-3 LABOR.

5-3.3 Payroll Records. *MODIFY to ADD the following:*

The Contractor and all its subcontractors shall submit to the City and the Labor Commissioner (Division of Labor Standards Enforcement) certified payroll records every Friday until Notice of Completion is filed and recorded.

The City of Irvine will be using the eComply Solutions software for managing certified payrolls on this project. Accordingly, Contractor shall register in, attend training for, and use the eComply Solutions software for submitting certified payrolls and related tasks as deemed appropriate by the City of Irvine. When the project commences, you will be contacted by an eComply Solutions representative regarding this process. Further information will be provided via a separate communication at that time.

5-4 INSURANCE.

MODIFY to ADD the following:

5-4.1 General. Without limiting Contractor's indemnification obligations, the Contractor shall not commence work until he procures and maintains, at his sole cost and for the duration of this Contract, insurance coverage as provided herein, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the Work in compliance with 1-6.2 of the Standard Specifications and Special Provisions, the Contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to 5-4.

The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Insurance policies shall be deemed not in compliance if they include any limiting provision or endorsement that has not been submitted for approval in accordance with 5-4.

The Contractor's insurance shall be "occurrence" rather than "claims made" insurance, except for Professional Liability insurance, which may be for claims made and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by Agency prior to the execution of this Contract by Agency. Prior to commencing work, the Contractor will provide the Agency, in accordance with 5-4, written confirmation of the deductible for each insurance coverage required by this contract.

Self-insurance will be subject to the Agency's review and prior approval. If the Contractor uses any form of self-insurance, it shall submit:

- a) A notice of election to self-insure.
- b) The coverages for which self-insurance applies.
- c) The amount of self-insurance.
- d) Declaration under penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines and the Contractor has sufficient funds or other resources to cover the self-insurance amounts.
- e) Copy of its commercial general liability policy and its excess policy, including the declarations page, all amendments, riders, endorsements, and other modifications in effect at the time of contract execution, for those amounts not covered by self-insurance.

Self insurance programs and self insured retentions are subject to separate annual review and approval by the Agency as evidence of the Contractor's financial capacity to respond to potential claims. Additionally, self insurance programs or retentions must provide the Agency with at least the same protection from liability and defense of suits as would be afforded by first dollar insurance.

All policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

- a) In lieu of this endorsement, the Contractor shall either:
- b) Submit a letter, signed by the insurance agent or broker, certifying that he/she shall notify the City should the coverage be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any

reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided; or

- c) Submit evidence that the insurance premium has been paid in full for the life of the policy.

Indemnification. Contractor shall immediately report all claims to its insurance carrier and acknowledge receipt within thirty (30) days.

No officer, employee, or agent of the City, City Representative, the Engineer, or their consultants shall be personally responsible for any liability arising under or by virtue of the Agreement.

To the maximum extent permitted by law, Contractor shall hold harmless, indemnify, and defend the City, the Great Park Corporation, City Representatives, and each of their officers, employees, and agents from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the active negligence or willful misconduct of City or City Personnel. In connection therewith:

- a) Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- b) Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.
- c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees. So much of the money due to the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. Entity approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section.

5-4.2 General Liability Insurance. *DELETE the 2nd paragraph and SUBSTITUTE with the following:*

General Liability (including premises, operations and mobile equipment, products, and completed operations, broad form property damage including completed operations, explosion, collapse and underground hazards, contractual liability, personal injury, independent contractors' liability): with a minimum limit of Two Million Dollars (\$2,000,000) for each occurrence (combined single limit for bodily injury and property damage) and Four Million Dollars (\$4,000,000) general aggregate. The general aggregate limit shall apply separately to the Contractor's work under this Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Products-Completed Operations: Contractor shall procure and submit evidence of insurance in accordance with 5-4 of the Standard Specifications and these Special Provisions for a period of at least three (3) years from the time that all Work under this Contract is completed.

5-4.3 Workers' Compensation Insurance. *MODIFY to ADD the following:*

Workers' Compensation and Employer's Liability: Workers' Compensation Insurance in an amount required by the laws of the State of California (Statutory Limits). Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

Such insurance shall be endorsed to waive the insurer's right of subrogation against the City of Irvine and their elected officials, officers, employees, volunteers, boards, and representatives.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to Agency in writing prior to Agency's execution of this Contract. Agency and Agency Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

If Contractor is providing on-site staffing services, then the Workers' Compensation insurance shall include an Alternative Employers Endorsement.

5-4.4 Automobile Liability Insurance. *DELETE in its entirety and SUBSTITUTE with the following:*

Automobile liability insurance with a limit of liability not less than One Million dollars (\$1,000,000) each occurrence. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance

shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

ADD:

5-4.5 Builders Risk Insurance. At its own expense, the successful Contractor will be required to obtain, pay for, and maintain, for the duration of the Agreement, builders risk insurance for any property constructed on behalf of the City, to cover "all risks" of physical loss providing coverage for loss or damage from collapse, including collapse resulting from builder's design error. The value of the insured shall cover 100% of the completed Contract cost and shall maintain until acceptance of the Work. Proceeds payable under this insurance policy shall be fully payable to the City as Loss Payee.

Such insurance shall be endorsed to waive the insurer's right of subrogation against the indemnified parties.

5-4.6 Professional Liability Insurance. At its own expense, the successful Contractor will be required to obtain, pay for, and maintain, for the duration of the Agreement and for a minimum of five (5) years thereafter, a Professional Liability Insurance Policy (that includes errors and omissions, and professional malpractice) with a minimum limit of One Million Dollars (\$1,000,000) per claim. The policy shall provide coverage for any loss arising out of or caused by the Contractors performance of the Agreement.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

5-4.7 Evidence of Insurance. Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

The City's insurance certificate tracking services provider, EXIGIS, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Irvine
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

5-5 ANTITRUST CLAIMS.

ADD:

5-5.1 Property Rights in Materials. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Agency.

ADD:

5-5.2 Warranty of Title. No materials, supplies or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any persons, firm, or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Agency.

The provisions of this subsection shall be physically inserted in all subcontracts and material contracts and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.
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5-6 PATENT FEES AND ROYALTIES.

DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work and shall hold harmless,

indemnify, and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents from all claims, suits or actions of every nature for or on account of the use of any patented materials, equipment devices, or processes. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claim, suit or action.

5-7 SAFETY.

5-7.1.2 Work Site Safety Official. *MODIFY to ADD the following:*

Failure by the Contractor to provide the required Work Site Safety Official shall be grounds for the Agency to direct the cessation of all work activities and operations at no cost to the Agency until the Contractor is in compliance.

ADD:

5-7.1.3 Emergencies. Unusual conditions may arise on the Work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the Work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from failure or partly completed work.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the Engineer, immediate action shall be considered necessary in order to protect public or private, personal or property interest, or prevent likely loss of human life or damage on account of the operations under the Contract, then and in that event the Agency may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the Agency Representative may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the Agency Representative, then said cost and expense will be paid by the Agency and shall thereafter be deducted from any amounts due, or which may become due to the Contractor. Failure of the Agency, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Agency.

5-7.2.1 General. *DELETE in its entirety 2nd paragraph and SUBSTITUTE with the following:*

The Contractor shall submit to the Engineer, as a condition of obtaining City issued permits and in advance of excavation, a permit from the Division of Occupational Safety and Health pursuant to Chapter 6 (commencing with Section 6500) of Part 1 of Division 5 of the Labor Code along with a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a notice shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL/OSHA Construction Safety Orders. A copy of the plan and permit shall be submitted to the Engineer.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all local, county, state and federal laws, rules, regulations, and orders relating to safety of the public and workers.

The Contractor shall hold harmless, indemnify, and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents from civil or criminal penalties resulting from a failure to comply with applicable safety laws, rules, regulations and orders. To the maximum extent permitted by law, all obligations of the Contractor stated in 5-4.2 shall apply in the event of any such failure to comply with applicable safety laws, rules, regulations or orders.

The duty, if any, of the Agency Representative to conduct construction review or inspection of the Contractor's performance is not intended to include review or inspection of the adequacy of the Contractor's safety measures in, on, or near the construction site.

5-7.8 Steel Plate Covers. *MODIFY to ADD the following:*

The Contractor shall protect transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within one (1) Working Day by adequately designed barricades and structural steel plates (plates) that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from Engineer concerning the use of any bridging proposed on the Work.

The Contractor shall adequately shore trenches to support the bridging and traffic loads.

The Contractor shall design plates for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.

For spans greater than 5'-3", submit a structural design prepared by a California Registered Civil Engineer to the Engineer.

The surface of the plates shall be skid-resistant with a nominal Coefficient of Friction (COF) of 0.35 as determined by California Test Method 342.

Plates must provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.

Install and secure plates against movement or displacement by using adjustable cleats, shims, welding, or other devices in a manner that will minimize noise.

The Contractor shall Install plates as follows:

Mill the pavement to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate. Method 2 installation is prohibited.

Alternative installation method may be submitted in accordance with 3-8, "Submittals" for the Engineer's approval.

The Contractor is responsible for maintenance of the plates and shoring, or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Agency Representative, the Agency Code Enforcement or Police Department of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for Agency to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater.

When plates are removed, the Contractor shall repair any damage to the pavement with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for Steel Plate Covers is included in the various bid items of work.

ADD:

5-8 CORRESPONDENCE. Unless specified otherwise or requested by the Engineer, the use of facsimile (fax) machines, text messages, or phone calls shall not be considered official project correspondence. Unless otherwise allowed by the Engineer, all email shall be directed to the Engineer. The email address for the Engineer will be provided at the pre-construction meeting. Correspondence received after 2:00 p.m. shall be considered as being received the following working day. The Engineer will not accept any illegible correspondence.

ADD:

5-9 CONTRACT COORDINATION. The Contractor shall coordinate scheduling, submittals, and the Work to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

In addition to weekly progress meetings, as required by the Agency, the Contractor shall hold coordination meetings and pre-installation conferences with Agency Representatives and subcontractors to assure coordination of Work.

Should the Agency exercise partial Acceptance or beneficial occupancy of premises, the Contractor shall coordinate access to site to complete work or to correct defective work and work not in strict conformance with Contract Documents to minimize disruption of Agency's activities.

ADD:

5-10 CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the Agency) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the Agency Representative, the Contractor shall at his expense properly store materials which have been partially paid for by the Agency or which have been furnished by the Agency. Such storage by the Contractor shall be on behalf of the Agency, the Agency shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the Agency.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the Agency.

5-11 PROJECT RECORD DOCUMENTS.

5-11.1 Document Control.

Virtual Project Manager (VPM) construction management software shall be used for all aspects of document control and management. After contract award, the Contractor shall register and create an account utilizing a City-provided Username and Password.

5-11.1.1 Construction Management Software

The Contractor shall process the project documentation as specified or as directed by the City utilizing an online cloud-based project management system. VPM allows for paperless documentation and project administration. For more information, go to www.virtual-pm.com.

5-11.1.2 Project Management Documentation and Administration

5-11.1.2.1 General

- a) VPM allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.
- b) The use of VPM by the Contractor is mandatory. Access to VPM will be provided at no cost to the contractor.

5-11.1.2.2 Equipment and Communication Services

The Contractor shall procure and use the information technology (IT) equipment and communications services required to utilize the VPM. IT equipment necessary include but are not limited to, a computer, internet access, a digital camera, and a scanner. (IT) equipment shall meet the user software and hardware requirements below, with internet access, and the ability to scan and print up to an 11-inch by 17- inch document. Acquisition, configuration, maintenance and support of the Contractor's computer hardware and software are the Contractor's responsibility. The following are the minimum user software and hardware workstation requirements:

1. Browser Latest version of, Firefox, Chrome, Safari
2. Connection 1.5Mbps / 768 Kbs (recommended minimum download / upload)

5-11.1.2.3 Access and Submittal Procedures

After award, the Contractor will a Username and Password To access VPM, go to www.virtual-pm.com. To Login, from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the agency.

The Contractor shall submit the items associated with this section via VPM, including, but not limited to, those specified below.

1. Daily/Weekly Logs: Contractor's daily and weekly reports shall be entered electronically via VPM.
2. Change Order Manager: Contractor requests for change order submission, and change order processing will be performed electronically via VPM.
3. Transmittals: Schedules, Pay applications, etc. shall be submitted electronically via VPM.
4. Submittals: Submittals requiring approval shall be submitted electronically via VPM.
5. RFIs: Requests for information (RFIs) shall be submitted electronically via VPM.
6. Miscellaneous: Correspondences, permits, approvals, inspections, drawings, photos, tracking and resolution of Noncompliance Notices, tracking of Action Items created as part of the weekly construction meetings, development and management of the Punch List and any other record documents required in the Standard Specifications and these Special Provisions shall be accomplished electronically via VPM.

5-11.2 Maintenance of Documents and Samples. The Contractor shall maintain one record copy of:

- a) Contract Drawings
- b) Specifications
- c) Addenda
- d) Change Orders and Other Modifications to the Contract
- e) Reviewed Shop Drawings, Product Data, Samples, and approved submittals
- f) Field Test Records
- g) Construction Schedules
- h) Manufacturer's Certificates

The Contractor shall maintain documents in clean, dry, legible condition and not used for construction purposes.

The Contractor shall keep Record Documents and samples accessible for inspection by Agency Representative. Applications for partial payment will not be approved if the Record Documents are not kept current. The Agency Representative must so verify prior to submittal of each Application for Payment.

ADD:

5-11.3 Recording. The Contractor shall record changes to the plans and discoveries of buried objects at the Work on Record Documents with red ball-point pen, label each Document "PROJECT RECORD" in large printed letters, record information concurrently with construction progress, not conceal any work until required information is recorded and legibly mark each item on Contract Drawings and Shop Drawings to record actual construction, including:

- a) Measured depths of elements in relation to fixed datum point
- b) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
- c) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction
- d) Field changes of dimension and detail
- e) Changes made by Contract modifications
- f) Details not on original Contract Drawings
- g) Previously unknown buried objects

The Contractor shall legibly mark each item to record actual construction, including:

- a) Manufacturer, Trade Name, and Catalog Number of each product actually installed, particularly optional items and substitute items
- b) Changes made by Addenda or modifications

The Contractor shall maintain other documents per requirements of individual specifications sections.

ADD:

5-11.4 Submittals. At Contract closeout the Contractor shall deliver Record Documents and samples as specified in 5-11.1. Request for final payment will not be approved until all Record Documents have been delivered.

The submittals shall be transmitted with cover letter with signature of Contractor or authorized representative, listing date, project title and number, and number and title of each Record document.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

REVISE as follows:

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall begin the Work on or before the date stipulated in the Notice to Proceed and shall diligently prosecute the Contract to completion within the time limit provided in the Contract.

The Contractor shall notify the Agency Representative of his intent to begin work at least two (2) Working Days prior to the start of any work.

The Contractor may, upon written approval from the Agency, begin work in advance of the date in the Notice to Proceed; however, **no work shall be started in advance of the completed execution of the Contract and approval of the construction progress schedule by the Agency.** The Agency may, but shall not be required to, provide access to the site prior to the date specified in the Notice to Proceed.

6-1.1 General. Within ten (10) days after the date of the City's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The construction schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to, estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, utility relocation efforts, procurement of materials, and scheduling of equipment.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

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 the Notice to Proceed. The City's knowledge of work performed prior to the delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide the required contract bonds and evidences of insurance prior to commencing work at the site.

6-1.2 Definitions. The following definitions shall apply to this section:

- a) **ACTIVITY** – a task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration, and one or more logic ties.
- b) **BASELINE SCHEDULE** – the initial schedule representing the Contractor's work plan on the first working day of the project.

- c) **CONTRACT COMPLETION DATE** – the current extended date for completion of the contract shown on the Weekly Statement of Working Days furnished by the Engineer in conformance with the provisions in 6-3.
- d) **CRITICAL PATH** – the longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path will extend the scheduled completion date.
- e) **CRITICAL PATH METHOD (CPM)** – a network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.
- f) **DATA DATE** – the day after the date through which a schedule is current. Everything occurring earlier than the data date is “as-built” and everything on or after the data date is “planned.”
- g) **FLOAT** – the difference between the earliest and latest allowable start or finish times for an activity.
- h) **FRAGNET** – a fragnet is defined as the sequence of new activities that are proposed to be added to the existing schedule, to demonstrate either added scope, or a change and the corresponding impact. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities.
- i) **MILESTONE** – an event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.
- j) **NEAR CRITICAL PATH** – a chain of activities with total float exceeding that of the critical path, but having no more than ten (10) Working Days of total float.
- k) **SCHEDULED COMPLETION DATE** – the planned project finish date shown on the current accepted schedule.
- l) **TOTAL FLOAT** – the amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.
- m) **UPDATE SCHEDULE** – a current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.

6-1.3 General Requirements. The Contractor shall meet with the Engineer on a date mutually agreed by the parties with the intent of discussing the schedule requirements. This meeting shall happen before the Contractor begins the work on the Baseline schedule.

The Contractor shall submit to the Engineer baseline, monthly update, look-ahead schedules, and final update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer's exclusive possession and use. The Contractor shall furnish network diagrams and schedule data as parts of each schedule submittal.

The schedule shall be prepared using the latest version of Oracle's Primavera P6 scheduling tool or approved equal. Any tool other than Primavera shall first require approval from the Engineer.

The Contractor shall not sequester float through strategies such as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource constraints, using special lead/lag logic restraints, using imposed dates or other float suppression techniques.

Schedules shall include, but not be limited to, applicable activities that show the following:

- a) Project characteristics, salient features, or interfaces, including those with outside entities that could affect time of completion.
- b) Project start date, scheduled completion date, and other milestones.
- c) Work performed by the Contractor, subcontractors, and suppliers.
- d) Submittal development, delivery, review and approval, including those from the Contractor, subcontractors, and suppliers.
- e) Procurement, delivery, installation, and testing of materials, plants, and equipment.
- f) Testing and settlement periods.
- g) Utility notification and relocation.
- h) Erection and removal of false work and shoring.
- i) Lane closures, ramp closures, etc.
- j) Major traffic stage switches.
- k) Finishing roadway and final cleanup.
- l) Schedule shall further include the following:
 - 1) A clear and legible description for each activity.
 - 2) A detailed Work Breakdown Structure (WBS) or Activity Coding Structure, sufficient to clearly organize, sort, and filter activities as needed.

- 3) A duration of not less than one (1) Working Day, except for event activities, and not more than twenty (20) Working Days, unless otherwise authorized by the Engineer.
- 4) At least one predecessor and one successor activity, except for project start and finish milestones.
- 5) Required constraints.

The Engineer's review and acceptance of schedules shall not waive any contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within five (5) Working Days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either the Contractor or the Engineer discover that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next update schedule.

The Contractor shall include the following for each schedule submittal:

- a) Two sets of originally plotted, time-scaled network diagrams.
- b) Two copies of a narrative report.
- c) Two copies of each of three (3) sorts of the CPM software-generated tabular reports.
- d) Electronic copy of the schedule data.

The time-scaled network diagrams shall conform to the following:

- a) Show a continuous flow of information from left to right.
- b) Be based on early start and early finish dates of activities.
- c) Clearly show the primary paths of criticality using graphical presentation.
- d) Include a title block and a timeline on each page.

Tabular reports shall be software-generated and provide information for each activity included in the project schedule. Three different reports shall be sorted by (1) activity ID, (2) early start and (3) total float. Tabular reports shall be 8 ½" x 11" in size and shall include, as a minimum, the following applicable information:

- a) Data date
- b) Activity number and description

- c) Predecessor and successor activity, numbers, and descriptions
- d) Activity codes
- e) Scheduled, or actual and remaining durations (work days) for each activity
- f) Earliest start (calendar) date
- g) Earliest finish (calendar) date
- h) Actual start (calendar) date
- i) Actual finish (calendar) date
- j) Latest start (calendar) date
- k) Latest finish (calendar) date
- l) Free float (working days)
- m) Total float (working days)
- n) Percentage of activity completed and remaining duration for incomplete activities
- o) Lags
- p) Required constraints

Schedule submittals will only be considered complete when all documents and data have been provided as described above.

6-1.4 Computer Software. The software shall be the current version of Oracle's Primavera P6 for Windows or equal. If the Contractor proposes to use a different software than Primavera, the Contractor shall submit to the Engineer for approval a description of proposed software. All software shall be compatible with the latest Windows operating system.

The Contractor shall furnish schedule software and all original software instruction manuals to the Engineer with submittal of the baseline schedule. The furnished schedule software will be returned to the Contractor upon Project Acceptance.

The Contractor shall instruct the Engineer in the use of the software and provide software support until the contract is accepted. Within twenty (20) Working Days of approval of the Contract, the Contractor shall provide a commercial 16-hour training session and training manuals for 3 City employees in the use of the software at a location acceptable to the Engineer. It is recommended that the Contractor also send at least 3 employees to the same training session to facilitate development of similar knowledge and skills in the use of the software.

6-1.5 Schedule Submittals, Network Diagrams and Reports.

The Contractor shall:

- a) Submit the Baseline Schedule within twenty (20) Working Days after the approval of the Contract. Review 6-1.6 for more details on the Baseline Schedule requirements.
- b) Contractor shall incorporate any revisions deemed necessary by the City after the City's review of the Baseline Schedule.
- c) Once the City approves the Baseline Schedule, the Contractor shall submit two (2) color plots on "E" size sheets (approximately 34" x 44") of each required schedule, four (4) copies of the schedule in 11" x 17" format. A computer copy of the schedule data in the native file format should also be presented.
- d) Submit the Monthly Updated Schedules and reports along with the computer copy of the schedule file, on or within the first working day of each month. The Monthly Updated Schedule shall incorporate the Project's actual progress (or as-built information) as of the data date indicated on the update into the Baseline Schedule or the latest monthly update as appropriate.
- e) Submit a 3-Week Look-Ahead Schedule weekly and at every progress meeting during construction.
- f) Submit Final As-Built Schedule upon completion of the entire Project.

6-1.6 Baseline Schedule. The Contractor shall submit to the Engineer a baseline schedule within ten (10) days after the date of the City's execution of the Contract. The Contractor shall allow three (3) weeks for the Engineer's review after the baseline schedule and all support data are submitted. Beginning the week the baseline schedule is first submitted, the Contractor shall meet with the Engineer weekly to discuss and resolve schedule issues until the baseline schedule is accepted.

The baseline schedule shall include the entire scope of work and shall show how the Contractor plans to complete all work contemplated. The baseline schedule shall clearly identify the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum. Not more than 30 percent of the baseline schedule activities shall be critical or near critical, unless otherwise authorized by the Engineer.

The baseline schedule shall not extend beyond the number of Working Days originally provided in these Special Provisions. The baseline schedule shall have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule shall not attribute negative float or negative lag to any activity.

Each baseline schedule submittal shall include the following:

- a) A Baseline Narrative report which must include the following information:
 - 1) Explanation of the Contractor's general approach to this project and an explanation of what the Contractor considers as key factors to successfully complete the project within the contractual time.
 - 2) A brief explanation of where the work will begin and the how the work and crews will flow through the project.
 - 3) Describe how the Agency's jurisdictional requirements regarding working times and lane closures have been factored in the schedule.
 - 4) A general explanation of the anticipated workdays per week, number of shifts per day, number of hours per shift, and holidays observed.
 - 5) A description of problems, risks or issues anticipated.
 - 6) Typical crew sizes and major equipment to be used in the job.
 - 7) Long lead items.
- b) Hard copy of the schedule in 11" x 17" format.
- c) Color plots in "E" sheet (Approximately 34" x 44".)

6-1.7 Update Schedule. The Contractor shall submit an update schedule and meet with the Engineer to review contract progress, on or before the first day of each month, beginning one month after the baseline schedule is accepted. The Contractor shall allow two (2) weeks for the Engineer's review after the update schedule and all support data are submitted, except that the review period shall not start until any previous month's required schedule is accepted. Update schedules that are not accepted or rejected within the review period will be considered accepted by the Engineer.

The update schedule shall have a date of the last date of the reporting period month or other date established by the Engineer. The update schedule shall show the status of work actually completed to date and the work yet to be performed as planned. The following shall be included with each monthly update:

- a) The electronic copy of the schedule file in the native file format.
- b) Hard copies of the schedule in 11" x 17" format and color plots in "E" sheet size.
- c) A critical path report, showing only the longest path in the project.
- d) A list and detailed description of all changes made to the schedule.
- e) A narrative report. The narrative report shall be organized in the following sequence with all applicable documents included:

- 1) Contractor's transmittal letter.
- 2) Work completed during the period.
- 3) Identification of unusual conditions or restrictions regarding labor, equipment or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than days or hours.
- 4) Description of the critical path method.
- 5) Changes to the critical path and scheduled completion date since the last schedule submittal.
- 6) Description of the problem areas.
- 7) Current and anticipated delays:
 - b. Cause of Delay.
 - c. Impacts of delay on other activities, milestones, and completion dates.
 - d. Corrective action and schedule adjustments to correct the delay.
- 8) Pending Items and status thereof:
 - e. Permits
 - f. Change Orders
 - g. Time adjustments
 - h. Non-compliance notices
- 9) Reasons for an early or late schedule completion date in comparison to the contract completion date.

6-1.8 Look-Ahead Schedule. The Contractor shall prepare and issue a 3-Week Look Ahead schedule to provide a more detailed day-to-day plan of upcoming work identified on the Baseline/Monthly Update. Each task in the Look Ahead Schedule shall be referenced back to a relevant Activity ID on the Master Schedule (Either the Baseline or the latest Monthly Update). Activities shall not exceed five (5) Working Days in duration and have sufficient level of detail to assign crews, tools and equipment required to complete the work. The Contractor shall update this schedule weekly.

6-1.9 Time Impact Analysis (TIA). The Contractor shall submit a written TIA to the Engineer with each request for adjustment of contract time, or when the Contractor or Engineer consider that an approved or anticipated change may impact the critical path or contract progress. The Contractor shall submit the TIA for review within ten (10) Working Days after the date of the alleged delay impact to the schedule or within ten (10) Working Days after receiving a written request for TIA from the Engineer. Delays of any non-critical Work shall not be the basis for an extension of Contract time until the delays consume the float associated with that non-critical work activity and cause the work activity to become

critical The City will not grant time extensions unless substantiated by the CPM Schedule, and then not until the project float becomes zero. If the Contractor fails to submit a TIA within the aforementioned time specified, then the City shall deem the Contractor to have agreed that there is no time impact and that the Contractor has irrevocably waived its rights to any additional Contract time.

For each TIA the Contractor shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each TIA shall be in a form and content suitable to the Engineer and include the following:

- a) The TIA shall illustrate the impacts of each change or delay on the current schedule completion date or internal milestones, as appropriate.
- b) The TIA shall include a written narrative. The narrative shall detail the proposed methodology for creating the Fragnet, include a chronology of events leading to the delay, and an explanation of how the delay impacted the critical path.
- c) The analysis shall use the accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed.
- d) The TIA shall include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and completion date of the accepted schedule, the difference between schedule completion dates of the two schedules shall be equal to the adjustment of Contract time. The Engineer may construct and utilize an appropriate project schedule or other recognized method to determine adjustments in Contract time until the Contractor provides the TIA.

The Contractor shall allow the Engineer 2 weeks after receipt to approve or reject the submitted TIA. If the TIA is accepted, the contract completion time shall be adjusted accordingly. All approved TIA schedule changes shall be shown on the next update schedule.

If the TIA submitted by the Contractor is rejected by the Engineer, the Contractor shall meet with the Engineer to discuss and resolve issues related to the TIA. If agreement is not reached, the Contractor will be allowed 15 days from the meeting with the Engineer to give notice in conformance with the provisions in Section 3. The Contractor shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent update in schedules. If agreement is reached at a later date, approved schedule changes shall be shown on the next update schedule.

6-1.10 Final Update Schedule. The Contractor shall submit a final update, as-built schedule with actual start and finish dates for the activities, within thirty (30) Calendar Days after completion of the Work. The Contractor shall provide a written certificate with this submittal signed by the Contractor's project manager and an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

6-1.11 Retention. The City will retain an amount equal to 25 percent of the estimated value of the Work performed during each estimate period in which the Contractor fails to submit an acceptable schedule conforming to the requirements of these Special Provisions as determined by the Engineer. Schedule retentions will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified herein. Upon completion of all contract work and submittal of the final update schedule and certification, any remaining retained funds associated with this section, "Progress Schedule (Critical Path Method)," will be released for payment. Retentions held in conformance with this section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

6-1.12 Payment.

Measurement and Payment of specific items of work will be paid in accordance with Section 7-8 "PAY ITEM SPECIFIC MEASUREMENT AND PAYMENT CLAUSES"

6-2 PROSECUTION OF THE WORK.

ADD:

6-2.1 Time of Completion and Forfeiture Due to Delay. The Contractor shall complete the Work called for under the Contract within the time set forth in the Special Provisions.

In accordance with Government Code § 53069.85, Contractor agrees to forfeit and pay to the Agency the amount per day set forth in the Contract for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

The Agency has endeavored to identify all areas of the site which may contain hazardous waste, as defined by Health and Safety Code § 25117, and unless otherwise noted said hazardous waste in these areas has been mitigated. However, the parties expressly acknowledge the possibility of the existence of further hazardous waste not previously identified. If, during the course of his work, the Contractor encounters any such hazardous waste, he shall promptly notify the Agency through its designated representative. If the material is indeed "hazardous waste" pursuant to Health and Safety Code § 25117, the Agency has the option to have the mitigation work performed by the Contractor or by a separate contract from the work being performed. If the Contractor performs said mitigation work, the cost will be paid for as an addition to the work in accordance with Section 2. To the maximum extent permitted by law, the Agency shall not be liable for any damages

beyond an appropriate time extension for delays occasioned by the existence of hazardous waste conditions contemplated herein.

No forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (including but not restricted to acts of nature or of the public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather). Any such delays, except for acts of the Agency, shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be an extension of time obtained in accordance with this section.

The Contractor shall, within ten (10) Calendar Days from the beginning of any such delay, notify the Agency Representative in writing of the cause of delay, whereupon the Agency Representative will ascertain the facts and extent of the delay and extend the time for completing the Work if, in his judgment, the findings of the fact justify such an extension, and the Agency Representative's findings of facts thereon shall be final and conclusive.

ADD:

6-2.2 Order of Work Requirements. When required by these Special Provisions or the Plans, the Contractor shall follow the sequence of operations and restrictions as set forth therein.

The Work shall be performed in conformance with the staging of construction shown on the Plans and indicated below. Subject to approval by the Engineer, non-conflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction. The Engineer's approval of any Contractor-requested modifications to the order of work or staging of the work shall not be grounds for a Change Order request or time extension request by the Contractor. If the Contractor deviates from the specified order of work or the staging plans, it does so at its own risk and shall assume all time impacts and cost associated with such deviations.

The order of work described below is not intended to include all work items necessary to complete a particular construction stage and serves to only summarize the order of major work items.

- a) Demolition, Salvage, and Removals
- b) Relocation of Conflicting Utilities (water, electrical)
- c) Supply and Install Shade Canopies
- d) Paving and Landscape Restoration Work

The Contractor shall execute all work while ensuring continuous, safe access to the soccer fields for public and permitted use. Soccer fields shall remain fully operational throughout the construction period unless otherwise explicitly approved in writing by the City.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.2 Extensions of Time. *DELETE in its entirety and SUBSTITUTE with the following:*

The Agency may extend the time fixed for completion of the Work under the Contract from time to time. All applications for extensions of time shall be in writing and shall be filed with the Agency before the expiration of the original time fixed in the Contract or as previously extended.

An extension of time may be granted by the Agency after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract nor effect forfeitures due to delay.

No extension of time will be granted for delays that are not on the critical path.

6-6 SUSPENSION OF THE WORK.

6-6.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

The Engineer shall have the authority to suspend the Work wholly or in part, for any time period as the Engineer deems necessary in the interest of Agency, for Agency's convenience, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract. The Contractor shall immediately comply with the written order of the Engineer to suspend the Work wholly or in part. The suspended work shall be resumed as ordered or approved in writing by the Engineer.

Resumption of work shall be predicated on receipt of the following from the Contractor:

- a) A revised schedule showing each task yet to be accomplished and the time line to accomplish each – until final completion.
- b) The work force projections attached to each task listed per workweek.
- c) The cost expenditures attached to each task summarized per each workweek.
- d) Lien releases from each subcontractor, supplier, and vendor to which the Contractor has requested materials, equipment or any other service recognizing the payments received.
- e) An Income and Expense Statement projecting how the Contractor will finance the remainder of the project.

Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-4.3. For purposes of 6-4.3, delays resulting from suspensions ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, shall not be delays for which the Agency is responsible.

In the event that a suspension of Work is ordered as provided above, the Contractor, at the Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of that suspension as provided in 5-7, and as specified in these Special Provisions. In the event that the Contractor fails to perform the work above specified, the Agency will perform that work and, if the suspension is due to Contractor's failure to carry out orders given or to perform any provision of the Contract, the cost thereof will be deducted from monies due or to become due the Contractor.

If a suspension of work is ordered by the Engineer, in accordance with this subsection, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in 1-2.

The suspension of Work shall not relieve the Contractor of the responsibilities as set forth in the Contract Documents.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

ADD the following:

In the event this Contract is terminated for grounds which are later determined not to justify a termination for breach, such termination shall be deemed to constitute a Termination of the Contract for Convenience pursuant to 6-8.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

DELETE in its entirety and SUBSTITUTE with the following:

The Agency reserves the right to terminate the Contract at any time upon a determination by the Engineer that termination of the Contract is in the best interest of the Agency.

If the Agency elects to terminate the Contract, the termination of the Contract and the total compensation payable to the Contractor shall be governed by the following:

- a) The Engineer will issue the Contractor a signed written notice, specifying that the Contract is to be terminated. Upon termination of the Contract, the Contractor will be relieved of further responsibility for damage to the Work (excluding materials) as specified in 4-2 of the Standard Specifications, 5-11 of these Special Provisions and, except as otherwise directed in writing by the Engineer, the Contractor shall:
 - 1) Stop all work under the Contract except that specifically directed to be completed prior to Acceptance.
 - 2) Perform work the Engineer deems necessary to secure the project for termination.
 - 3) Remove equipment and plant from the site of the Work.
 - 4) Take action that is necessary to protect materials from damage.

- 5) Notify all subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
 - 6) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Engineer may request.
 - 7) Dispose of materials not yet used in the Work as directed by the Engineer. It shall be the Contractor's responsibility to provide the Agency with good title to all materials purchased by the Agency hereunder, including materials for which partial payment has been made as provided in 7-3.2 and with bills of sale or other documents of title for those materials.
 - 8) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the Agency all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - 9) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.
 - 10) Take other actions directed by the Engineer.
- b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:
- 1) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in 7-3.2 and for materials furnished by the Agency for use in the Work and unused shall terminate when the Engineer certifies that those materials have been stored in the manner and at the locations the Engineer has directed.
 - 2) The Contractor's responsibility for damage to materials purchased by the Agency subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of those materials has been taken by the Agency.

When the Engineer determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Engineer will formally accept the Contract, and immediately upon and after the acceptance by the Engineer, the Contractor will not be required to perform any further work thereon.

- c) Termination of the Contract shall not relieve the surety of its obligation for any just claims arising out of the work performed.
- d) Where Agency terminates the Contract for Agency's convenience and not due to the fault of Contractor, the total compensation to be paid to the Contractor shall be determined by the Engineer based on the following:
 - 1) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. When, in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the Plans and Specifications and the excessive actual cost shall be disallowed.
 - 2) A reasonable allowance for profit on the cost of the work performed as determined under part (1) above, provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.
 - 3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Agency or otherwise disposed of as directed by the Engineer.
 - 4) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in conformance with the provisions in this Section 6-8, shall be open to inspection or audit by representatives of the Agency at all times after issuance of the notice that the Contract is to be terminated and for a period of 3 years, thereafter, and those records shall be retained for that period.

After acceptance of the Work by the Agency, the Engineer may make payments on the basis of interim estimates pending issuance of the final estimate in conformance with the provisions in 7-3.2 and 7-6, when, in the Engineer's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the final estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

THE PROVISIONS IN THIS SECTION 6-8 SHALL BE PHYSICALLY INCLUDED IN ALL SUBCONTRACTS.

6-9 LIQUIDATED DAMAGES. *DELETE in its entirety and SUBSTITUTE with the following:*

Liquidated damages shall be as specified in the Contract.

SECTION 7 – MEASUREMENT AND PAYMENT

REVISE as follows:

7-2 LUMP SUM WORK.

DELETE 2nd paragraph in its entirety.

ADD:

7-2.1 Detailed Schedule of Work. The Contractor shall furnish the Agency a cost break-down for all contract lump sum items. Cost break-down tables shall be submitted to the Agency Representative for acceptance within fifteen (15) days after award of Contract. Cost break-down tables will be approved, in writing, by the Agency Representative before any partial payment will be made for the applicable items involved.

The Contractor shall determine the quantities required to complete the Work shown on the Plans. The quantities and their values shall be included in the cost break-downs submitted to the Agency Representative for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-downs submitted for approval.

The sum of the amounts for the line items of work listed in each cost break-down table for each lump sum item shall be equal to the contract lump sum price bid. Overhead and profit shall be included in each individual line item of work listed in a cost break-down table.

No adjustment in compensation will be made in the contract lump sum prices due to differences between the quantities shown in the cost break-downs furnished by the Contractor and the quantities required to complete the Work as shown on the plans and as specified in the Special Provisions.

Individual line item values in the approved cost break-down tables will be used to determine partial payments during the progress of the Work and as the basis for calculating an adjustment in compensation for the contract lump sum items due to changes in line items of work ordered by the Engineer. When the total of ordered changes to line items of work increases or decreases the lump sum price bid by more than twenty-five percent, the adjustment in compensation for the applicable lump sum item will be determined in the same manner specified for increases and decreases in the total pay quantity of an item of work in Section 3 of the Standard Specifications and the Special Provisions.

7-3 Payment

7-3.1 General. *ADD the following at the end of the 2nd paragraph:*

The cost of items of work not listed in the "Schedule of Work" in the Bidders

Proposal shall be considered to be included in the cost of the other work that is listed and no additional compensation will be allowed therefor.

When an item of work is designated as (F) or (S-F) in the "Schedule of Work," the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the "Schedule of Work" shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the Plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the "Schedule of Work" for a final pay item and the quantity or summation of quantities for the same item shown on the Plans, payment will be based on the quantity shown in the "Schedule of Work."

ADD:

7-3.1.1 Application for Payment. The Contractor shall use the City of Irvine Certified Invoice for Progress Payment Form; furnished to the Contractor.

The Contractor shall type the required information, follow the schedule of work and bid prices in accepted Bidder's proposal for unit price contract, execute certification by signature of an authorized officer, use data on accepted Schedule of Values for lump sum work, provide dollar value in each column for each line item for portion of work performed, list each authorized Change Order number and dollar amount and adjusted Contract Price, and obtain the Agency Representative concurrence on invoiced amounts prior to submittal for payment.

The Contractor shall follow the following submittal procedures: Submit original and one (1) copy of each Application for Payment at times stipulated in 7-3.2; submit under transmittal letter; include submittal date, project title and number and submit updated Progress Schedule with Application for verification of progress. Incomplete application for payment will be rejected.

When Agency Representative requires substantiating information, the Contractor shall submit data justifying line item amounts in question.

The Contractor shall provide one copy of data with cover letter for each copy of submittal, show application number and date, and line item by number and description.

7-3.2 Partial and Final Payment. *DELETE in their entirety 1st and 2nd paragraphs and SUBSTITUTE with the following:*

Payment for services will be made monthly on approved invoices, with payment terms of net thirty (30) days upon receipt of invoice. The Contractor shall submit invoices within fifteen (15) days from the end of each month on the form (Certified Invoice for Progress Payment) provided by the Agency. This estimate shall include the value of the total amount of the work completed by the Contractor during the calendar month previous to that in which the estimate is made.

When the Work has been completed to the satisfaction of the Engineer, the Contractor shall make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the Contract and shall certify to the Agency the amount of the final estimate. If the Agency finds the Work has been completed according to the Contract, the Agency will accept the work, will file a notice of completion, and will pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the Contract and upon receiving signed unconditional releases upon final payment from all subcontractors and material suppliers. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The project retention release will not be due and payable until the expiration of the 60 days from the date of filing a notice of completion of the Work by the Agency.

Interest penalties are not required on payment delays due to disagreement between the Agency and Contractor over the payment amount or other issues involving contract compliance.

It is mutually agreed between the parties to the Contract that no certificate given or payment made under the Contract shall be conclusive evidence of performance of the Contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment and acceptance of the final amount due under the Contract shall release the Agency, the Agency Representative, the Engineer, and their consultants from any and all claims or liability arising out of the Contract.

ADD:

7-3.2.1 Agency's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which the Agency may retain under the above article on progress payments, the Agency may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in the Agency's judgment may be necessary to cover:

- a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the Work on the project under this Contract.
- b) Estimated or actual costs for correcting defective work not remedied.
- c) Amounts claimed by the Agency as forfeiture due to delay or other offsets.

- d) Any other amounts the Agency is authorized to withhold under the Contract Documents or under applicable law.

The Agency may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing, the Agency shall be deemed the agent of the Contractor and any payments so made by the Agency shall be considered as a payment made under the Contract by the Agency to the Contractor, and the Agency shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Agency will render to the Contractor a prior account of such funds disbursed in behalf of the Contractor.

ADD:

7-3.2.2 Substitution of Securities. Upon the Contractor's request, the Agency will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 22300 if the Contractor deposits in escrow with a bank acceptable to the Agency, securities eligible for the investment of State funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- a) The Contractor shall bear the expense of the Agency and the Escrow Agent in connection with the escrow deposit made.
- b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- c) The Contractor shall enter into an escrow agreement satisfactory to the Agency, such agreement shall include provisions governing inter alia;
 - 1) The amount of securities to be deposited,
 - 2) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - 3) Conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to, termination of the Contractor's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract,
 - 4) Decrease in value of securities on deposit, and
 - 5) The termination of the escrow upon completion of the Contract.
- d) The Contractor shall obtain the written consent of the surety of such agreement.

7-3.4 Mobilization *DELETE in its entirety and SUBSTITUTE with the following:*

ADD:

7-3.4.1 General. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site.

Mobilization shall also include the cost, time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required for all non-working days during the course of construction. Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as its agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from Agency's Representative.

ADD:

7-3.4.2 Measurement and Payment.

Measurement and Payment of specific items of work will be paid in accordance with Section 7-8 "PAY ITEM SPECIFIC MEASUREMENT AND PAYMENT CLAUSES"

7-3.5 Contract Unit Prices

7-3.5.1 General. *ADD the following after the 3rd paragraph:*

In the case of such an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of twenty-five percent of the total cost of such item based on the original quantity and Contract Unit Price.

7-3.5.2 Increases of More Than 25 Percent. *MODIFY to ADD the following:*

If payment for units of a bid item that exceeds 125 percent of the price shown on the Bid Item List is less than \$5,000 at the unit price, the Engineer may not adjust the unit price unless asked to do so in writing by the Contractor.

7-3.7 Agreed Prices. *ADD the following after the 1st sentence:*

Agreed prices shall be negotiated before commencement of the changed work.

7-4 PAYMENT FOR EXTRA WORK

7-4.2 Basis for Establishing Costs.

7-4.2.3 Tool and Equipment Rental. *DELETE the 2nd paragraph in its entirety and SUBSTITUTE with the following:*

The rates to be used for determining equipment rental costs shall be those rates listed for such equipment in the State of California, Department of Transportation (Caltrans) publication entitled "Equipment Rental Rates and Labor Surcharge", which is in effect on the date upon which the work is accomplished, regardless of ownership and any rental or other agreement entered into by the Contractor, if such may exist, for the use of such equipment. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, the Engineer will establish a suitable rental rate for such equipment. The Contractor may furnish any cost data, which might assist the Engineer in the establishment of such rental rate. Equipment Rental Rates and Labor Surcharge publication is available from Caltrans at <https://dot.ca.gov/programs/construction>. Rental time will not be allowed while equipment is inoperative due to breakdowns.

Operators of rented equipment will be paid for as provided in 7-4.

7-4.3 Markup.

7-4.3.1 Work by the Contractor. *DELETE in its entirety and SUBSTITUTE with the following:*

The following percentages will be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead, increase in Contractor's bonds, administrative expenses, and profit on work by the Contractor:

- a) Labor _____ 20%
- b) Materials _____ 15%
- c) Equipment Rental _____ 15%
- d) Other Items and Expenditures _ 15%

7-4.3.2 Work by a Subcontractor. *DELETE in its entirety and SUBSTITUTE with the following:*

When any part of the extra work is performed by a subcontractor, of any tier, the markup established in 7-4.3.1 shall be applied to the subcontractor's actual cost of such work. Contractor markup on subcontractor work shall be limited to five percent.

No payment shall be made for any item not set forth in 7-4.3.1 and 7-4.3.2, including without limitation, Contractor's overhead, general administrative expense, supervision or damages claimed for delay in prosecuting the remainder of the work.

This provision shall not be construed to preclude the recovery of damages by the Contractor stemming from delay for which the Agency is responsible, which is unreasonable under the circumstances involved, and which was not within the contemplation of the Agency and the Contractor.

7-4.4 Daily Reports. *ADD the following after the 1st sentence:*

The Contractor shall notify the Agency Representative at the beginning of each day when extra work is in progress. No payment will be made for work not verified by the Agency Representative.

ADD:

7-6 RESOLUTION OF CONSTRUCTION CLAIMS.

Any claims submitted by the Contractor against the Agency for Work covered by this Contract in the amount of \$375,000 or less shall be subject to the procedures specified in Public Contract Code § 20104, *et seq.*

ADD:

7-7 PROMPT PAYMENT.

In addition to requirements specified elsewhere, the following shall also apply: Subsection (f) of Section 20104.50 of the Public Contract Code, Article 1.7 of Part 3 of Division 2.

ARTICLE 1.7

§ 20104.50 Timely progress payments; legislative intent; interest; payment requests:

- a) It is the intent of the Legislature in enacting this section to require all local governments to pay their Contractors on time so that these Contractors can meet their obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is instead a matter of statewide concern.
- b) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- c) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- d) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

- 1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- e) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subsection (c).
- f) For purposes of this article:
- 1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - 2) A "progress payment" includes all payments due Contractors, except that portion of the final payment designated by the Contract as retention earnings.
 - 3) A payment request shall be considered properly executed if funds are available for payment for the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- g) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

7-8 PAY ITEM SPECIFIC MEASUREMENT AND PAYMENT CLAUSES.

Mobilization is eligible for partial payment if the Contract includes a bid item for mobilization. Payment for **MOBILIZATION** shall be per the **Lump Sum (LS)** price bid and shall include obtaining and paying for all permits and business licenses as required from the City of Irvine, State of California and other agencies. The City of Irvine will waive its permit fee. The Contractor shall comply with the requirements specified by each license or permit. No payment for Mobilization will be made until the Contractor's Construction Schedule has been submitted, reviewed and accepted and is current. Progress payments for this item shall be paid in accordance with the percentage completion of the project, and shall include the costs of such mobilization and administration for the entire contract period including construction schedule as specified in these specifications. Payments shall be made upon the basis of the following:

- a) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more of the original contract amount, 50 percent of the contract item price for mobilization or 5 percent of

the original contract amount, whichever is the lesser, will be included in the estimate for payment.

- b) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent or more of the original contract amount, the total amount earned for mobilization shall be 75 percent of the contract item price for mobilization or 7.5 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- c) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent or more of the original contract amount, the total amount earned for mobilization shall be 95 percent of the contract item price for mobilization or 9.5 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- d) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent or more of the original contract amount, the total amount earned for mobilization shall be 100 percent of the contract item price for mobilization or 10 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- e) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount shall be paid.

7.8.1 Item No. 1 – WATER POLLUTION CONTROL PLAN

Work for this item shall be conducted as described in Section 3-12.6.3.3 in these special provisions.

Payment for WATER POLLUTION CONTROL PLAN will be per the Lump Sum (LS) price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work associated with implementing such water pollution control plan and administration for the entire contract period, complete in place, as described in these special provisions and as directed by the Engineer. Including preparing and modifying a WPCP, permitting fees, Agency filing and processing, furnishing, installing, maintaining and removing BMP's, monitoring and reporting, and all incidentals for doing all the work involved as described herein or as otherwise required by the permit process. All work shall be included in the contract lump sum price in the bid and no additional compensation will be allowed therefor.

Payment will be issued by the Agency as follows:

- a) 25% – upon WPCP approval.
- b) 25% – upon installation of project BMPs

- c) 50% – to be paid monthly as a percentage of the total working days expended for monitoring, maintenance, testing, reporting and all other requirements as outlined in these Special Provisions.

7.8.2 Item No. 2 – MOBILIZATION

Work for this item shall be conducted as described in Section 7-3.4 in these special provisions.

Work for this item shall be per plans and specifications and shall include, but not be limited to, bonding and insurance, temporary hardscape restoration, construction water (including meter acquisition and fees), construction management, construction BMP's, scheduling, progress reports, invoicing, permits, signage, staging area, sanitary facilities, staging work plan preparation, coordination with Great Park, inspection, installation of construction fence, mobilizing equipment, personnel, materials, demobilization, site clean-up, signage, and all other indirect costs associated with completing the work.

Payment for MOBILIZATION will per the Lump Sum (LS) price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work associated with such mobilization and administration for the entire contract period, complete in place, as described in Section 7-3.4 in these special provisions and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.3 Item No. 3 – CONSTRUCTION SCHEDULE

Payment for CONSTRUCTION SCHEDULE (critical path method) will be per the Lump Sum (LS) price bid and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, including computer software, and for doing all the work involved in preparing, furnishing, and updating schedules, and instructing and assisting the Engineer in the use of computer software, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for the construction schedule (critical path method) contract item will be made progressively as follows:

- a) A total of 25 percent of the item amount will be paid upon achieving all of the following:
 - 1) Completion of 5 percent of all contract item work.
 - 2) Software training for Agency staff.
 - 3) Acceptance of all schedules and any time impact analyses required at the time 5 percent of all contract item work is complete.
- b) A total of 50 percent of the item amount will be paid upon completion of 25 percent of all contract item work and acceptance of all schedules and time

impact analyses required at the time 25 percent of all contract item work is complete.

- c) A total of 75 percent of the item amount will be paid upon completion of 50 percent of all contract item work and acceptance of all schedules and time impact analyses required at the time 50 percent of all contract item work is complete.
- d) A total of 100 percent of the item amount will be paid upon completion of all percent of all contract item work and acceptance of all schedules and time impact analyses required at the time all percent of all contract item work is complete, and submittal of the certified final update schedule.

If the Contractor fails to complete any of the work or provide any of the schedules required by this section, the Engineer shall make an adjustment in the compensation in conformance with the provisions in Section 3 "Changes of Work," of the Standard Specifications for the work not performed. Adjustments in compensation for schedules will not be made for any increased or decreased work ordered by the Engineer in furnishing schedules.

Should the Contractor fail to meet the requirements under 6-1 of these Special Provisions, the Engineer reserves the right to withhold payment for work being performed. Furthermore, if after notice is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform sufficiently to meet these schedules, City may withhold or deny payment for work being performed.

7.8.4 Item No. 4 – DEMOLITION AND REMOVALS

Work for this item shall include but not be limited to tree, plant, and turf removal and disposal, irrigation removal and capping, concrete removal and disposal, asphalt paving removal and disposal, decomposed granite removal and disposal, removal and disposal of concrete sidewalk, dirt, and all other indirect costs associated with completing this work.

Payment for DEMOLITION AND REMOVALS shall be per the Lump Sum (LS) price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work associated with the removal and disposal of these materials, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.5 Item No. 5 – SALVAGE, RELOCATE AND RE-INSTALL EXISTING SITE FURNITURE

Work for this item shall be per plans and specifications and shall include, but not be limited to protect, remove and relocate all existing site furnishing that may be located within the construction zone. The contractor will be required to re-install all removed site furnishings after construction is complete, including but not limited to the re-installation of trash receptacles and recycling receptacles. All furnishings are to be surface mounted as directed by park staff. Any excess site furnishings shall be provided to the Great Park Maintenance and Operations Team. Item No. 5 specifically refers to those furniture items necessary to

furnish and install SOC-1, SOC2, PLAY-1, PLAY-2, PLAY-3, PLAY-4, SC-1 to SC-20. Refer to 7.8.22 for items at Championship Row.

Payment for SALVAGE, RELOCATE AND RE-INSTALL EXISTING FURNITURE shall be per the Lump Sum (LS) price bid and shall be considered full compensation to furnish all labor and materials, tools, equipment, and incidentals and for all work associated with the removal (including patching and cleanup of remaining mounting holes as approved by the Engineer), relocation, and re-install of existing furniture, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.6 Item No. 6 – SURVEYING AND FIELD STAKING

Work for this item shall be conducted as described in Section 7.8 SURVEYING AND FIELD STAKING in these special provisions. This item includes but is not limited to the surveying and staking for the placement of shade structures SOC-1, SOC-2, PLAY-1, PLAY-2, PLAY-3, PLAY-4, SC-1 to SC-20 and any associated paving, utility, irrigation, or site furniture works.

Payment for SURVEYING AND FIELD STAKING will be per the Lump Sum (LS) price bid as described in 7.8.2. Measurement and Payment for Survey and Field Staking.

7.8.7 Item No. 7 – STRUCTURAL DRAWINGS AND CALCULATIONS

Work for this item includes the preparation of code compliant, stamped and signed (by a structural engineer registered in the State of California) structural drawings and calculations for (7) shade structure types (Items 8, 9, 10, 11, 12, 13, & 14) for inclusion in a shop drawing package and submitted to Plan Check at the City of Irvine for approval and permit prior to fabrication. Approved drawings and associated calculations will replace drawings L502, L503, L504, L505, L506, L507, L508, L509, L510 & LS1-501 once approved.

Payment for STRUCTURAL DRAWINGS AND CALCULATIONS will be per the Each Unit (EA) price and shall be considered full compensation to furnish all drawings and calculations required for the permit and construction of each shade canopy type through deferred design submittals, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.8 Item No. 8 – FURNISH AND INSTALL 10 X 30 SEMI-CUSTOM SHADE CANOPY (SOC-1)

Work for this item FURNISH AND INSTALL 10 X 30 SEMI-CUSTOM SHADE CANOPY complete and in place shall be constructed per plans, specifications, and approved deferred structural submittal and shall include, but not be limited to preparing and/or obtaining all applicable City Building Department construction permits; manufacture and install the shade structure, including foundations and shade fabric, per the technical specifications and California Building Code, the structural drawings, and other City Building Department requirements. Structural calculations and stamped, signed drawings are a separate bid item. Refer to Item No. 7 in the Schedule of Work. The contractor is required to complete all

earthwork including erosion control during construction and rough grading and fine grading in preparation for final surface restoration as part of this item. Additionally, the contractor shall return any and all disturbed utilities to their working order. No additional compensation will be provided to restore or replace any utilities that may be damaged as a result of this work. Restoration and/or replacement of damaged utilities must be per the plans and specifications, City standard plans, and the latest edition of the California Building Code.

Payment for FURNISH AND INSTALL 10 X 30 SEMI-CUSTOM SHADE CANOPY per plans and specifications shall be per the Each Unit (EA) price bid and shall be considered full compensation to furnish all labor and materials associated with the preparation of deferred design submittals, permitting, manufacturing, and installation of the shade structure, complete and in place, as noted on the plans, specifications, and approved deferred structural submittal, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.9 Item No. 9 – FURNISH AND INSTALL 15 X 30 SEMI-CUSTOM SHADE CANOPY (SOC-2)

Work for this item FURNISH AND INSTALL 15 X 30 SEMI-CUSTOM SHADE CANOPY complete and in place shall be constructed per plans, specifications, and approved deferred structural submittal and shall include, but not be limited to preparing and/or obtaining all applicable City Building Department construction permits; manufacture and install the shade structure, including foundations and shade fabric, per the technical specifications and California Building Code, the structural drawings, and other City Building Department requirements. Structural calculations and stamped, signed drawings are a separate bid item. Refer to Item No. 7 in the Schedule of Work. The contractor is required to complete all earthwork including erosion control during construction and rough grading and fine grading in preparation for final surface restoration as part of this item. Additionally, the contractor shall return any and all disturbed utilities to their working order. No additional compensation will be provided to restore or replace any utilities that may be damaged as a result of this work. Restoration and/or replacement of damaged utilities must be per the plans and specifications, City standard plans, and the latest edition of the California Building Code.

Payment for FURNISH AND INSTALL 15 X 30 SEMI-CUSTOM SHADE CANOPY per plans and specifications shall be per the Each Unit (EA) price bid and shall be considered full compensation to furnish all labor and materials associated with the preparation of deferred design submittals, permitting, manufacturing, and installation of the shade structure, complete and in place, as noted on the plans, specifications, and approved deferred structural submittal, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.10 Item No. 10 – FURNISH AND INSTALL 15 X 30 HYPAR CANTILEVER SHADE CANOPY (PLAY-1)

Work for this item FURNISH AND INSTALL 15 X 30 HYPAR CANTILEVER SHADE CANOPY (PLAY-1) complete and in place shall be constructed per plans, specifications, and approved deferred structural submittal and shall include, but not be limited to obtaining all applicable City Building Department construction permits; manufacture and install the

shade structure, including foundations and shade fabric, per the technical specifications and California Building Code, the structural drawings, and other City Building Department requirements. Structural calculations and stamped, signed drawings are a separate bid item. Refer to Item No. 7 in the Schedule of Work. The contractor is required to complete all earthwork including erosion control during construction and rough grading and fine grading in preparation for final surface restoration as part of this item. Additionally, the contractor shall return any and all disturbed utilities to their working order. No additional compensation will be provided to restore or replace any utilities that may be damaged as a result of this work. Restoration and/or replacement of damaged utilities must be per the plans and specifications, City standard plans, and the latest edition of the California Building Code.

Payment for FURNISH AND INSTALL 15 X 30 HYPAR CANTILEVER SHADE CANOPY (PLAY-1) complete and in place per plans, specifications, and approved deferred structural submittal shall be per the Each Unit (EA) price bid and shall be considered full compensation to furnish all labor and materials associated with the preparation of deferred design submittals, permitting, manufacturing, and installation of the shade structure, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.11 Item No. 11 – FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY (PLAY-2)

Work for this item FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY (PLAY-2) complete and in place shall be constructed per plans, specifications, and approved deferred structural submittal and shall include, but not be limited to prepare obtaining all applicable City Building Department construction permits; manufacture and install the shade structure, including foundations and shade fabric, per the technical specifications and California Building Code, the structural drawings, and other City Building Department requirements. Structural calculations and stamped, signed drawings are a separate bid item. Refer to Item No. 7 in the Schedule of Work. The contractor is required to complete all earthwork including erosion control during construction and rough grading and fine grading in preparation for final surface restoration as part of this item. Additionally, the contractor shall return any and all disturbed utilities to their working order. No additional compensation will be provided to restore or replace any utilities that may be damaged as a result of this work. Restoration and/or replacement of damaged utilities must be per the plans and specifications, City standard plans, and the latest edition of the California Building Code.

Payment for FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY (PLAY-2) complete and in place per plans, specifications, and approved deferred structural submittal shall be per the Each Unit (EA) price bid and shall be considered full compensation to furnish all labor and materials associated with the preparation of deferred design submittals, permitting, manufacturing, and installation of the shade structure, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.12 Item No. 12 – FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY COMPLETE (PLAY-3)

Work for this item FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY COMPLETE (PLAY-3) complete and in place shall be constructed per plans, specifications, and approved deferred structural submittal and shall include, but not be limited to obtaining all applicable City Building Department construction permits; manufacture and install the shade structure, including foundations and shade fabric, per the technical specifications and California Building Code, the structural drawings, and other City Building Department requirements. Structural calculations and stamped, signed drawings are a separate bid item. Refer to Item No. 7 in the Schedule of Work. The contractor is required to complete all earthwork including erosion control during construction and rough grading and fine grading in preparation for final surface restoration as part of this item. Additionally, the contractor shall return any and all disturbed utilities to their working order. No additional compensation will be provided to restore or replace any utilities that may be damaged as a result of this work. Restoration and/or replacement of damaged utilities must be per the plans and specifications, City standard plans, and the latest edition of the California Building Code.

Payment for FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY COMPLETE (PLAY-3) complete and in place per plans, specifications, and approved deferred structural submittal shall be per the Each Unit (EA) price bid and shall be considered full compensation to furnish all labor and materials associated with the preparation of deferred design submittals, permitting, manufacturing, and installation of the shade structure, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.13 Item No. 13 – FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY (PLAY-4)

Work for this item FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY (PLAY-4) complete and in place shall be constructed per plans, specifications, and approved deferred structural submittal and shall include, but not be limited to obtaining all applicable City Building Department construction permits; manufacture and install the shade structure, including foundations and shade fabric, per the technical specifications and California Building Code, the structural drawings, and other City Building Department requirements. Structural calculations and stamped, signed drawings are a separate bid item. Refer to Item No. 7 in the Schedule of Work. The contractor is required to complete all earthwork including erosion control during construction and rough grading and fine grading in preparation for final surface restoration as part of this item. Additionally, the contractor shall return any and all disturbed utilities to their working order. No additional compensation will be provided to restore or replace any utilities that may be damaged as a result of this work. Restoration and/or replacement of damaged utilities must be per the plans and specifications, City standard plans, and the latest edition of the California Building Code.

Payment for FURNISH AND INSTALL HYPAR SAIL SHADE CANOPY (PLAY-4) complete and in place per plans, specifications, and approved deferred structural submittal shall be per the Each Unit (EA) price bid and shall be considered full compensation to furnish all labor and materials associated with the preparation of deferred design submittals,

permitting, manufacturing, and installation of the shade structure, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.14 Item No. 14 – FURNISH AND INSTALL 15 X 30 FULL-HIP CANTILEVER SHADE CANOPY (SC-1 TO SC-20)

Work for this item FURNISH AND INSTALL 15 X 30 FULL-HIP CANTILEVER SHADE CANOPY (SC-1 TO SC-20) complete and in place shall be constructed per plans, specifications, and approved deferred structural submittal and shall include, but not be limited to obtaining all applicable City Building Department construction permits; manufacture and install the shade structure, including foundations and shade fabric, per the technical specifications and California Building Code, the structural drawings, and other City Building Department requirements. Structural calculations and stamped, signed drawings are a separate bid item. Refer to Item No. 7 in the Schedule of Work. The contractor is required to complete all earthwork including erosion control during construction and rough grading and fine grading in preparation for final surface restoration as part of this item. Additionally, the contractor shall return any and all disturbed utilities to their working order. No additional compensation will be provided to restore or replace any utilities that may be damaged as a result of this work. Restoration and/or replacement of damaged utilities must be per the plans and specifications, City standard plans, and the latest edition of the California Building Code.

Payment for FURNISH AND INSTALL 15 X 30 FULL-HIP CANTILEVER SHADE CANOPY (SC-1 TO SC-20) complete and in place per plans, specifications, and approved deferred structural submittal shall be per the Each Unit (EA) price bid and shall be considered full compensation to furnish all labor and materials associated with the preparation of deferred design submittals, permitting, manufacturing, and installation of the shade structure, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.15 Item No. 15 – RESTORATION OF PORTLAND CEMENT COLORED CONCRETE

Work for this item RESTORATION OF PORTLAND CEMENT COLORED CONCRETE shall be complete and in place per plans and specifications and shall include, but not be limited to, all activities associated with the reconstruction of colored concrete that matches existing thickness and color, joining new concrete to existing adjacent concrete, restoration of concrete at shade structure footings, and all other indirect costs associated with completing this work.

Payment for RESTORATION OF PORTLAND CEMENT COLORED CONCRETE shall be per the Square Footage (SF) price bid and shall be considered full compensation for furnishing all labor, materials, including color, rebar or wire mesh, tools, equipment and incidentals, matching existing thickness and existing finish, complete and in place and for doing all work associated with the construction of new concrete, complete in place, as noted

on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.16 Item No. 16 – RESTORATION OF STANDARD CONCRETE PAVING

Work for this item RESTORATION OF STANDARD CONCRETE PAVING shall be complete and in place per plans and specifications and shall include, but not be limited to, all activities associated with the reconstruction of concrete standard paving, joining new concrete to existing adjacent concrete, restoration of concrete at shade structure footings, and all other indirect costs associated with completing this work.

Payment for RESTORATION OF STANDARD CONCRETE PAVING shall be per the Square Footage (SF) price bid and shall be considered full compensation for furnishing all labor, materials, including rebar or wire mesh, tools, equipment and incidentals, matching existing thickness and existing finish, complete and in place and for doing all work associated with the construction of new concrete, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.17 Item No. 17 – RESTORATION OF STABILIZED DECOMPOSED GRANITE SURFACING

Work for this item RESTORATION OF STABILIZED DECOMPOSED GRANITE SURFACING complete and in place shall be per plans and specifications and shall include, but not be limited to, the restoration of decomposed granite at SOC-1, SOC-2 & PLAY-2, all activities associated with the reconstruction of decomposed granite and all other indirect costs associated with completing this work. Refer to 7.8.A7 for restoration of stabilized decomposed granite at shade structures CR-1 through CR-4.

Payment for RESTORATION OF STABILIZED DECOMPOSED GRANITE SURFACING shall be per the Square Footage (SF) price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work associated with the restoration of decomposed granite surface, complete in place, as noted on the project plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.18 Item No. 18 – RESTORATION OF PLANTING AREAS

Work for this item RESTORATION OF PLANTING AREAS shall be complete and in place per plans and specifications and shall include, but not be limited to, all activities associated with the restoring of all plants, shrubs, bushes, sod, mulch, planting soil, and restoration and relocation of irrigation as deemed necessary to properly irrigate the disturbed areas. Contractor shall match the existing vegetation species and the irrigation sprinkler nozzles. The cost for this item shall include all other indirect costs associated with completing this work.

Payment for RESTORATION OF PLANTING AREAS will be per the Lump Sum (LS) price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work associated with the restoration of planting

areas, including irrigation, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.19 Item No. 19 – NEW STANDARD CONCRETE PAVING

Work for this item NEW STANDARD CONCRETE PAVING shall be complete and in place per plans and specifications and shall include, but not be limited to, all activities associated with the construction of concrete standard paving, joining new concrete to existing adjacent concrete, and all other indirect costs associated with completing this work.

Payment for NEW STANDARD CONCRETE PAVING shall be per the Square Footage (SF) price bid and shall be considered full compensation for furnishing all labor, materials, including rebar or wire mesh, tools, equipment and incidentals, matching existing thickness and existing finish, complete and in place and for doing all work associated with the construction of new concrete, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.20 Item No. 20 – NEW STABILIZED DECOMPOSED GRANITE SURFACING

Work for this item NEW STABILIZED DECOMPOSED GRANITE SURFACING complete and in place shall be per plans and specifications and shall include, but not be limited to, all activities associated with the construction of decomposed granite and all other indirect costs associated with completing this work.

Payment for NEW STABILIZED DECOMPOSED GRANITE SURFACING shall be per the Square Footage (SF) price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work associated with the installation of decomposed granite surface, complete in place, as noted on the project plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.21 Item No. A1 – SPREAD FOOTING

Work for this item SPREAD FOOTING as an alternate to pier footing shall be complete and in place per plans, specifications, and approved deferred structural submittal and shall include, but not be limited to, all activities associated with the construction of concrete spread footing instead of a pier footing at any shade structure post location where site conditions do not permit a pier footing, and all other indirect costs associated with completing this work.

Payment for SPREAD FOOTING shall be per the Each Unit (EA) price bid and shall be considered full compensation for furnishing all labor, materials, including rebar or wire mesh, tools, equipment and incidentals, complete and in place and for doing all work associated with the construction of new footing, as noted on the plans, specifications, and approved deferred structural submittal, and as directed by the Engineer. Items 8 through 14 and Item A5 include the cost of all necessary standard pier footings to structurally support the proposed shade structures, the unit price of Item A1 represents the cost over and above

that which is already included in the units prices for Items 8-14 and A5. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.22 Item No. A2 – SALVAGE EXISTING SITE FURNITURE

Work for this item shall be per plans and specifications and shall include, but not be limited to protect, remove and relocate all existing site furnishing that may be located within the construction zone. The contractor will be required to re-install all removed site furnishings after construction is complete, including but not limited to the re-installation of trash receptacles and recycling receptacles. All furnishings are to be surface mounted as directed by park staff. Any excess site furnishings shall be provided to the Great Park Maintenance and Operations Team. Item No. A2 specifically refers to those furniture items necessary to furnish and install CR-1, CR-2, CR-3, & CR-4. Refer to 7.8.5 for items at SOC-1, SOC-2, PLAY-1, PLAY-2, PLAY-3, PLAY-4, SC-1 to SC-20.

Payment for SALVAGE EXISTING FURNITURE shall be per the Lump Sum (LS) price bid and shall be considered full compensation to furnish all labor and materials, tools, equipment, and incidentals and for all work associated with the removal, relocation, and re-install of existing furniture, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.23 Item No. A3 – SURVEYING AND FIELD STAKING

Work for this item shall be conducted as described in Section 7.8 SURVEYING AND FIELD STAKING in these special provisions. This item includes but is not limited to the surveying and staking for the placement of shade structures CR-1, CR-2, C-3, and CR-4, and any associated paving, utility, irrigation, or site furniture works.

Payment for SURVEYING AND FIELD STAKING will per the Lump Sum (LS) price bid as described in 7.8.2. Measurement and Payment for Survey and Field Staking.

7.8.24 Item No. A4 – STRUCTURAL DRAWINGS AND CALCULATIONS

Work for this item includes the preparation of code compliant, stamped and signed (by a structural engineer registered in the State of California) structural drawings and calculations for (1) shade structure type (Item A5) for inclusion in a shop drawing package and submitted to Plan Check at the City of Irvine for approval and permit prior to fabrication. Approved drawings and associated calculations will replace drawing L509 and QF 12-03 once approved.

Payment for STRUCTURAL DRAWINGS AND CALCULATIONS will be per the Each Unit (EA) price and shall be considered full compensation to furnish all drawings and calculations required for the construction of each shade canopy type through deferred design submittals, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.25 Item No. A5 – FURNISH AND INSTALL 10 X 20 SEMI-CUSTOM SHADE CANOPY

Work for this item FURNISH AND INSTALL 10 X 20 SEMI-CUSTOM SHADE CANOPY complete and in place shall be constructed per plans, specifications, and approved deferred structural submittal and shall include, but not be limited to preparing and/or obtaining all applicable City Building Department construction permits; manufacture and install the shade structure, including foundations and shade fabric, per the technical specifications and California Building Code, the structural drawings, and other City Building Department requirements. Structural calculations and stamped, signed drawings are a separate bid item. Refer to Item No. 24 in the Schedule of Work. The contractor is required to complete all earthwork including erosion control during construction and rough grading and fine grading in preparation for final surface restoration as part of this item. Additionally, the contractor shall return any and all disturbed utilities to their working order. No additional compensation will be provided to restore or replace any utilities that may be damaged as a result of this work. Restoration and/or replacement of damaged utilities must be per the plans and specifications, City standard plans, and the latest edition of the California Building Code.

Payment for FURNISH AND INSTALL 10 X 20 SEMI-CUSTOM SHADE CANOPY per plans and specifications shall be per the Each Unit (EA) price bid and shall be considered full compensation to furnish all labor and materials associated with the preparation of deferred design submittals, permitting, manufacturing, and installation of the shade structure, complete and in place, as noted on the plans, specifications, and approved deferred structural submittal, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.26 Item No. A6 – REMOVE AND RELOCATE PULL BOXES, CONDUIT AND ELECTRICAL LINES

Work for this item REMOVE AND RELOCATE PULL BOXES, CONDUIT AND ELECTRICAL LINES complete and in place per plans and specifications. Work for this item shall be per plans and specifications and shall include, but not be limited trenching, removal and disposal of existing conductors, conduits and pull boxes, clearing and grubbing, furnish all labor and materials for the installation of new conduit, pull boxes and new conductors, splicing, and install new pull boxes, backfill and compaction and all other indirect costs associated with completing this work.

Payment for REMOVE AND RELOCATE PULL BOXES, CONDUIT AND ELECTRICAL LINES shall be per the Lump Sum (LS) price bid and shall be considered full compensation to furnish all labor, materials, tools, equipment and incidentals, and for doing all work associated with the removal and relocation of electrical lines, complete in place, as noted on the plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

7.8.27 Item No. A7 – RESTORATION OF STABILIZED DECOMPOSED GRANITE SURFACING

Work for this item RESTORATION OF STABILIZED DECOMPOSED GRANITE SURFACING complete and in place per plans and specifications at structures CR-1 through

CR-4 and shall include, but not be limited to, a minimum of 4' radius at each post location, restoration at utility work, all activities associated with the reconstruction of decomposed granite and all other indirect costs associated with completing this work.

Payment for RESTORATION OF STABILIZED DECOMPOSED GRANITE SURFACING shall be per the Square Footage (SF) price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work associated with the restoration of decomposed granite surface, complete in place, as noted on the project plans and specifications, and as directed by the Engineer. All work shall be included in the unit price and no additional compensation will be allowed therefor.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

DELETE in its entirety, not part of this project.

PART 2 – CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

REVISE as follows:

200-2.7 Disintegrated Granite

Add:

200-2.7.3 Stabilizing Binder. Stabilizing binder shall be approved by the City. The binder shall be incorporated with the granite fines by the use of a pug mill that includes a weight belt feeder that ensures the proper ratio of binder to granite fines. Blending with the use of a bucket loader or similar is not acceptable. The mixing facility and mixing method shall be available to the City for inspection upon request.

200-2.7.4 Depth. Disintegrated Granite (Stabilized Decomposed Granite) shall be placed to a minimum depth of 3" to match existing depth in area to be restored. Base depth shall also match existing.

200-2.7.5 Installation. Spread disintegrated granite surfacing material in one 3" lift. Allow 20 to 25% compaction. Screed if possible. Wet the mix to ensure water has penetrated the full depth of the decomposed granite surfacing material, and roll each lift to form uniform, smooth surface with a cross slope of 2% maximum. Compact each lift to 95% density. Grade and smooth to the required elevation. Compact with 1–3-ton drum roller or compactor. Completed surface shall be of consistent quality and shall not have depressions or humps greater than 1/4" inch in 10 feet.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

REVISE as follows:

201-1.3.3 Concrete Specified by Class and Alternate Class. *ADD the following to Table 201-1.3.3:*

Headwall, Concrete Class 560-C-3250

**SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT
MARKINGS AND PAVEMENT MARKERS**

DELETE in its entirety, not part of this project.

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

REVISE as follows:

300-4.1 General. *MODIFY to ADD the following:*

Fill should consist of approved earth materials free of trash debris, roots, vegetation, or other deleterious material.

300-4.2 Preparation of Placement Areas. *DELETE the last part of the 2nd sentence and SUBSTITUTE with the following:*

. . . to a relative compaction of at least 90 percent.

**SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT
MARKINGS, AND PAVEMENT MARKERS**

DELETE in its entirety, not part of this project.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

REVISE as follows:

400-1 GENERAL. *ADD the following before the 1st paragraph:*

Material shown on the Plans or designated in the Special Provisions which is to be salvaged or used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations, shall be repaired or replaced by the Contractor at his expense.

ADD:

400-1.1 Preservation of Property. The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All damage done to existing improvements by the Contractor shall be repaired by him to the satisfaction of the Engineer. Where sidewalks, curbs or gutters are to be repaired, the repairs shall be made by removing and replacing the damaged section back to the nearest scoring lines.

All trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements of facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work or as good as required by the Plans and Specifications if any such objects are a part of the work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this article. It shall be the Contractor's responsibility to ascertain the existence of any underground improvement or facilities which may be subject to damage by reason of his operations.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work.

Whenever any notice is required to be given by the Agency or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

ADD:

400-1.2 Video Recording and Photographing of Pre-existing Conditions. The Contractor shall video record and photograph pre-existing conditions of the project site prior to any construction activities such as, but not limited to:

- a) Property markers
- b) Right of way and easement conditions
- c) Utility markings and USA markings
- d) Existing property damages
- e) Survey conditions
- f) Pavement conditions, markings, and striping
- g) Adjacent property conditions
- h) Sidewalk, median, curb, and gutter conditions
- i) Safety conditions
- j) Unusual conditions or equipment
- k) Existing landscape conditions (including vegetation and irrigation) along the project limit.

The Contractor shall submit recordings/photographs on USB media to the Engineer no later than (five) 5 Working Days after Notice to Proceed.

Payment for video recording and photographing services shall be included in the various Bid Items and no additional compensation will be allowed therefor.

SECTION 402 – UTILITIES

REVISE as follows:

ADD:

402-0 GENERAL. For purposes of this Section 402, the terms referenced below are defined as follows:

An “unidentified” underground main or trunk line utility is one that is not indicated at all on the Plans, and a “misidentified” underground main or trunk line utility is one that is not indicated on the Plans with reasonable accuracy (a “misidentification”). An underground main or trunk line utility is indicated on the Plans with reasonable accuracy unless its actual location is substantially and materially different from that indicated on the Plans.

The term “rearrangement” of utilities means the relocation, alteration, reinstallation, and/or reconstruction of utilities (including removal of existing utilities incidental thereto) as necessary in order to accommodate the Work. Whenever in this Section 402 reference is made to any one or more of these rearrangement activities, such reference shall be deemed to include all other such activities as required in order to accommodate the Work.

Utility Companies with facilities located within or near the construction area:

- a) Irvine Ranch Water District 949-453-5300
- b) Southern California Edison (SCE) 800-655-4555
- c) Southern California Gas Company 800-427-2200

402-1 LOCATION. *MODIFY to ADD the following:*

A list of utility companies that have facilities located within or near the construction area is included in the Special Provisions. The Engineer has endeavored to determine the existence of utility substructures at the site of the Work by reviewing the records of the owners of known utilities in that vicinity and consulting with those owners, and based on that information has indicated on the Plans those utility substructures (except for service connections) that may affect the Work.

The Contractor acknowledges that the utility information provided on the Plans and Special Provisions has not been verified and may not be accurate or complete. Except as expressly provided in this Section 402, the Contractor may not rely upon such utility information and the City assumes no responsibility for its accuracy or completeness. Changed conditions within the scope of 2-9 do not include utilities.

The Contractor shall determine the exact location (both horizontal and vertical), type, and size of all existing utilities, including service connections, prior to commencing work which could result in damage to such utilities or could otherwise affect or be affected by such utilities or interfere with the service they provide. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable television are shown

on the Plans, the Contractor shall assume that every adjacent property parcel will be served by a service connection for each type of utility shown. The Contractor shall do such investigation, research, surveys, and potholing as the Contractor deems necessary to make such determinations. The Contractor shall immediately notify the Engineer as to any utility discovered by it which is in a different position than indicated on the Plans or is not indicated at all on the Plans.

The Contractor's cost of locating any unidentified or misidentified underground main or trunk line utility will be paid for as an addition to the Work in accordance with Section 2; provided, however, that the Contractor will not be entitled to such additional compensation if the existence and location (with reasonable accuracy) of such utility was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. The cost of locating all other utilities shall be considered as included in prices in the Bid for other items of the Work.

The information regarding underground and internal utilities and appurtenances which the Contractor is required to record in the Record Documents as specified in 5-10 shall include (but not be limited to) the accurate locations of underground utilities determined pursuant to this 402-1 and remaining in place, as well as utilities rearranged by either the Contractor or the utility owners.

At least two (2) Working Days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California [USA] at 1-800-422-4133) to obtain an inquiry identification number. The Contractor shall comply in all respects with California Government Code § 4216 *et seq.*

Caltrans is not required by Section 4216 *et seq.* to become a member of the regional notification center. The Contractor shall contact Caltrans for the location of its subsurface installations. In addition, the Contractor shall be aware that non-pressurized sewer lines, non-pressurized storm drains, and other non-pressurized drain lines are not required by § 4216 *et seq.* to be marked by the respective owners. The Contractor shall contact those utility owners as necessary to locate their subsurface installations.

The Contractor shall request the City of Irvine Traffic Operations Division at 949-724-7649 to locate any existing traffic signal conductors and interconnect within the construction area before performing Work that may affect or be affected by the existing facilities.

Except as expressly provided in this Section 402 with respect to unidentified or misidentified underground main or trunk line utilities, the failure of any utility company to accurately mark its facilities shall not be justification for a time extension or for additional compensation from the City.

The Contractor shall obtain photographs of all markings made by its forces as well as all USA markings. All such photographs shall show the subject markings in relation to one or more identifiable landmarks that will remain in place after completion of the Work and completion of any utility removal and/or rearrangement work in the vicinity.

The right is reserved to governmental agencies and to the owner of utilities to enter at any time upon any street, alley, right of way, or easement for the purpose of maintaining and making repairs to their property.

402-1.2 Payment. *DELETE in its entirety and SUBSTITUTE with the following:*

Payment for utility location by the Contractor shall be included in the various items of work and no additional compensation will be allowed therefor.

402-2 PROTECTION. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner or direction from the Engineer. Valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities potentially impacted by the Work, the Contractor shall, unless otherwise specified on the Plans or in the Special Provisions, furnish and place the necessary protection and support.

Any additional cost incurred by the Contractor for protecting and supporting an unidentified underground main or trunk line utility or resulting from the misidentification of an underground main or trunk line utility will be paid for as an addition to the Work in accordance with Section 2, unless such utility's existence and location (with reasonable accuracy) was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. The cost of protecting and supporting all other utilities shall be considered as included in prices in the Bid for other items of the Work.

The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged in the course of the Work. The Contractor shall, if directed by the Engineer, restore, repair or replace any such disturbed or damaged utility.

For any unidentified or misidentified underground main or trunk line utility that is disturbed or damaged in the course of the Work, the cost of restoration, repair or replacement incurred by the Contractor, if not made necessary by the Contractor's failure to perform its obligations pursuant to the Contract Documents (including without limitation Section 402-1) or to otherwise exercise reasonable care, will be paid for as an addition to the Work in accordance with Section 2. Except where additional compensation is allowed pursuant to this paragraph, all utilities disturbed or damaged in the course of the Work shall be restored, repaired or replaced at the Contractor's cost and expense, either by the utility owner or by the Contractor.

To the maximum extent permitted by law, all obligations of the Contractor stated in 5-4.2 shall apply in the case of any claims or liabilities (as defined therein) that may be asserted or claimed by any person or entity arising out of any disturbance or damage to utilities caused by the act or omission of the Contractor, whether or not such utilities are accurately marked either on the Plans or by the utility owner in the field, and whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but

excluding any such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. All claims and liabilities for which the Contractor is responsible pursuant to this paragraph are sometimes referred to herein as "Utility Damage Claims."

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:

- a) Furnish and install a 2-inch (50 mm) cushion of expansion joint material or other similar resilient material; or
- b) Provide a sleeve or other opening which will result in a 2-inch (50 mm) minimum-clear annular space between the concrete and the utility; or
- c) Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for a structure which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer, shall arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system, and shall implement such procedures at the Contractor's expense.

402-4 RELOCATION. *DELETE in their entirety 2nd and 3rd paragraphs and SUBSTITUTE with the following:*

If utilities are found to interfere with the Work after award of the Contract, such utilities will be rearranged by the respective utility owners, or the Engineer may order the Contractor to perform such rearrangement, as an addition to the Work in accordance with Section 2. Alternatively, the Engineer may order changes in the Work to avoid such interference, in accordance with Section 2. All work by the Contractor on utilities shall be done to the reasonable satisfaction of the utility owner as well as complying with the requirements of the Contract Documents.

When the Plans or Special Provisions provide for the Contractor to rearrange a utility as part of the Work, all costs for such work shall be considered included in the Bid for the items of work necessitating such work. However, if an underground main or trunk line utility to be rearranged by the Contractor is misidentified in the Plans, any additional cost incurred by the Contractor for such work resulting from the misidentification shall be treated as an addition to the Work in accordance with Section 2, unless the utility's location (with reasonable accuracy) was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. Except as provided in this paragraph, the Contractor shall not be entitled to any additional compensation on account of inaccuracies in the Plans with respect to rearrangements of utilities that are included in the Work.

Temporary or permanent rearrangement of utilities requested by the Contractor for its convenience shall be its responsibility and the Contractor shall make all arrangements necessary for such work and bear all related costs. The Contractor shall not be entitled to any additional compensation on account of any such utilities or work.

ADD the following at the beginning of the last paragraph:

The provisions of this paragraph are subject to the provisions of the previous paragraph. Where the Plans or Special Provisions provide for the Contractor to rearrange any service connections, such work is considered included in the Bid for the items of work necessitating such work.

402-5 DELAYS DUE TO UTILITY CONFLICTS. DELETE in its entirety and SUBSTITUTE with the following:

The construction schedule developed in accordance with 6-1 shall allow adequate time for the necessary protection, removal, and rearrangement of utilities by either the utility owner or the Contractor, as applicable. For work to be performed by a utility owner, the construction schedule shall allow for the time period required by the utility owner for such work. The Contractor shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or rearrangement of utilities, and shall obtain the Engineer's approval of such changes.

The Contractor will not be entitled to any extensions of the Contract time or compensation for damages incurred due to delays attributable to utilities at the site of the Work except as otherwise provided in 6-4.1 or as provided below. Delays described below will not be considered delays for which the City is responsible within the meaning of 6-4.3.

- a) Subject to 6-4.2 and 6-4.4, the Contractor shall be entitled to an extension of the Contract time to the extent that any delay in the Work is directly attributable to an unidentified underground main or trunk line utility or the misidentification of an underground main or trunk line utility in the Plans, unless the utility's location (with reasonable accuracy) was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. If the Contractor is entitled to such a time extension, the Contractor also shall be entitled to compensation for idle time of equipment on account of such delay, determined by the Engineer in the same manner as determinations are made for equipment used in the performance of Extra Work in accordance with Section 2. The Contractor shall not be entitled to any other compensation or damages on account of such delay.
- b) The Contractor may be given an extension of time (but no additional compensation) for unforeseen delays attributable to failure of a utility owner to complete utility rearrangement work within the time period reasonably scheduled for such work in the construction schedule, or to timely complete

utility rearrangement work which the Contract Documents indicate will be completed in advance of the Contractor's construction operations.

The Contractor shall not be entitled to any time extension or additional compensation for any delays or losses described in 402-5: (a) to the extent resulting from the Contractor's actions or omissions or which could have been avoided by any reasonable means, such as the judicious handling of forces, equipment or plant, or (b) arising in connection with utilities being rearranged for the Contractor's convenience. The determination of what damages the Contractor could have avoided will be made by the Engineer.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations described in 402-5. Delays described in 402-5 are not considered right of way delays within the scope of 2-3.

ADD:

402-7 CONTRACTOR RESPONSIBILITIES.

The Contractor shall:

- a) Cooperate with utility personnel; provide access to work site.
- b) Coordinate Work of the Contract with affected utilities. All USA markings shall be removed after completion of the work for which the markings were provided, and before Agency's Acceptance and/or approval of the Work.
- c) Asphalt concrete pavement not overlaid or slurry sealed as part of the project bid items which is damaged by trenching, potholing or where the contractor otherwise damages pavement shall be slurry sealed after the pavement section is repaired. "Perpendicular" street cuts shall be slurry sealed ten (10) feet each side of the cut and for "longitudinal" cuts shall be slurry sealed from pavement lane to pavement lane line for the entire damaged area or as directed by the Agency Representative. Type I slurry shall be used on non-arterial streets and Type II slurry shall be used on arterial streets. Damaged traffic striping, legends and markers shall also be replaced if damaged. "Patchwork" application of slurry shall be avoided by joining closely grouped areas of slurry applications. Compensation for this requirement shall be considered as included in the prices paid for the related items of work and no additional compensation will be allowed therefor.

ADD:

402-8 PERMANENT UTILITIES. Contractor shall contact and make all arrangements with utility owners and coordinate all provisions for installation and connection of all permanent utilities that are necessary for the Work, such as, but not limited to, natural gas, electricity, water, sewer, and telephone. All costs for such installation and connection, as well as costs for operating permanent utilities prior to acceptance of the Work by the Agency, shall be considered as included in the prices in the Bid for the related items of work.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

REVISE as follows:

600-2 VEHICULAR ACCESS. *DELETE in its entirety and SUBSTITUTE with the following:*

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

Safe, adequate, continuous, and unobstructed vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, bus stops, hospitals, etc., unless otherwise approved by the Engineer.

During non-working hours or when work is not scheduled, all roadway lanes shall be returned to their full traffic use by backfilling and paving open trenches unless otherwise approved by the Engineer. At the end of the workday, the Contractor shall remove all Traffic Control Devices not in use.

The Contractor shall replace vehicle loop detectors damaged by the Contractor's operations, at its own expense within 24 hours of the damage. The Contractor shall replace existing loop detectors, shown on the plans to be replaced, within 24 hours from when they are removed from service.

Should the Contractor fail to replace the vehicle loop detectors within 24 hours from when they are damaged or removed from service, or the installed signal loops are not functional, the Agency, at its option and at the Contractor's sole cost and expense, may install such temporary detection methods as may be necessary. The Agency will deduct cost of such work from any monies due the Contractor. Failure of the Agency, however, to install such temporary detection methods, shall not relieve the Contractor of his full responsibility for public safety per 5-7 of the Standard Specifications and the Special Provisions.

If the Contractor proposes temporary alternate detection methods, video or wireless, the Contractor shall provide submittals of the alternate methods for acceptance by the Engineer in accordance with 3-8 of the Standard Specifications and the Special Provisions. The cost for providing all temporary detection methods shall be as included in the various items of Work and no additional compensation will be allowed therefor.

600-3 PEDESTRIAN ACCESS.

DELETE in its entirety and SUBSTITUTE with the following:

Safe, adequate, continuous and unobstructed pedestrian access shall be maintained to sidewalks, cross walks, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, etc., unless other arrangements satisfactory to the Agency have been made by the Contractor and accepted by the Agency. Pedestrian access and paths shall meet federal, state, and Agency ADA requirements.

ADD:

600-4 CONSTRUCTION PARKING CONTROL.

The Contractor shall control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, owners operations, or construction operations, and monitor parking or construction personnel private vehicles by maintaining free vehicular access to and through parking areas and prohibit parking on or adjacent to access roads, or in non-designated areas.

ADD:

600-5 SITE ACCESS.

When entering or leaving roadways carrying public traffic, contractors' equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall comply with the following City of Irvine truck route restrictions:

DESIGNATED TRUCK ROUTES – ORD. NO. 92-09

<u>Name of Street</u>	<u>Portion Designated</u>
a) Alton Parkway	Sand Canyon Avenue to Irvine Boulevard
b) Bake Parkway	Rockfield Boulevard to easterly City limit
c) Barranca Parkway	Red Hill Avenue to Jamboree Road
d) Campus Drive	Jamboree Road to MacArthur Boulevard
e) Irvine Boulevard	Culver Drive to Jeffrey Road
f) Irvine Boulevard	Alton Parkway to easterly City limit
g) Jamboree Road	Warner Avenue to MacArthur Boulevard
h) Laguna Canyon Road	Alton Parkway to State Route 133
i) Laguna Freeway (133)	
j) MacArthur Boulevard	Daimler Street. to Campus Drive

- | | |
|---------------------------|--|
| k) MacArthur Boulevard | Jamboree Road to Ford Road |
| l) Main Street | Jamboree Road to westerly City limit |
| m) Red Hill Avenue | Barranca Parkway to San Diego Fwy. (I-405) |
| n) Rockfield Boulevard | Bake Parkway to easterly City limit |
| o) Sand Canyon Avenue | San Diego Fwy. (I-405) to northerly City limit |
| p) San Diego Fwy. (I-405) | |
| q) Santa Ana Fwy. (I-5) | |

RESTRICTED ROUTES, SEVEN TON (14,000 POUNDS) GROSS WEIGHT - ORD. NOS. 92-09 AND 98-16

<u>Name of Street</u>	<u>Portion Designated</u>
a) Campus Drive	Jamboree Road to University Drive
b) Culver Drive	Santa Ana Fwy. (I-5) to northerly City limit
c) Jeffrey Road	Irvine Center Drive to Santa Ana Fwy. (I-5)
d) Jeronimo Road	Goodyear to 400 feet westerly of Bake Pkwy.
e) Toledo Way	Goodyear to 400 feet westerly of Bake Pkwy.
f) Trabuco Road	400 feet easterly of the northbound Santa Ana Freeway off-ramp near Culver Drive and the easterly City limits
g) Walnut Avenue	Harvard Avenue to Culver Drive
h) Harvard Avenue	Walnut Avenue to Irvine Center Drive

THREE TON (6,000 POUNDS) GROSS WEIGHT - ORD. NO. 92-09

<u>Name of Street</u>	<u>Portion Designated</u>
a) Bonita Canyon Road/Shady Canyon	Newport Coast Drive to Sunnyhill
b) Culver Drive	Michelson Drive to Bonita Canyon Road
c) University Drive	Ridgeline Drive to Harvard Avenue

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

DELETE in its entirety, not part of this project.

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 700 – MATERIALS

REVISE as follows:

700-1 GENERAL.

The following specify the requirements for materials to be installed in street lighting and communication systems.

The Contractor shall submit, prior to acceptance of the Contract, the manufacturer's warranties, guaranties, instruction sheets and parts lists supplied for materials used in the Work.

700-3 COMMON COMPONENTS

700-3.7 PULL BOXES.

Pull boxes, covers, and extensions shall be as shown on the Standard Plans unless otherwise specified.

Pull box covers shall be inscribed as indicated on the Plans.

SECTION 701 – CONSTRUCTION

REVISE as follows:

700-1 GENERAL.

The following specify the requirements for the installation and construction of street lighting and communication systems. Street lighting and communication materials to be furnished and installed shall conform to Section 700 unless otherwise specified.

Incidental parts that are not shown on the Plans or specified in the Specifications and are necessary to complete the Work, shall be furnished and installed as though such parts were shown on the Plans or specified in the Specifications.

Unless otherwise directed or specified, the Contractor shall submit a list of equipment and materials to be installed. The list shall include the name of the manufacturer, size, and identifying number of each item. In addition, the Contractor shall submit detailed drawings and wiring diagrams for the electrical equipment to be used.

If requested by the Engineer, the Contractor shall submit for review samples of the material proposed for use.

Upon completion of the Work, the Contractor shall submit one complete set of "as-built" Plans showing in detail all construction changes.

700-12 CONDUIT. *ADD the following:*

Where noted in the Plans to intercept and connect conduit, Contractor shall use the same size and type of conduit being intercepted. Use the maximum radius bend and minimum number of turns to connect to the new pullbox.

PART 8 – LANDSCAPING AND IRRIGATION

SECTION 800 – MATERIALS

REVISE as follows:

800-1 LANDSCAPING MATERIALS.

800-1.2 Soil Fertilizing and Conditioning Materials

800-1.2.3 Commercial Fertilizer. *DELETE entire section and SUBSTITUTE with the following:*

Commercial fertilizer for back fill mix shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used. Exact composition and type of fertilizer to be determined by the agronomic soils test and will be supplied by the Contractor at no additional cost to the City. Organic/JTM Complete is the city's preferred fertilizer.

Organic/JTM fertilizer application applied at the following rates:

For pre-plant landscape application (Turf and Groundcover)	Apply 30 pounds per 1000 square feet		
Container Size	1 gallon	5 gallon	15 gallon
Application Rates	2 oz.	6 oz.	19 oz.

800-1.2.4 Organic Soil Amendment. *DELETE entire section and SUBSTITUTE with the following:*

Organic Soil Amendment for back fill mix shall be Type 1. Nitrogen Stabilized Organic soil amendment shall be redwood sawdust free of shavings or particles of other woods such as fir or pine, supplied in bulk and 0.5% nitrogen stabilized by standard techniques. An acceptable substitute is nitrogen stabilized fir or cedar sawdust ground to 0-1/4" particle size and 1.0% nitrogen stabilized.

800-1.2.5 Mulch. *DELETE entire section and SUBSTITUTE with the following:*

Contractor shall install 2" thick layer of mulch in all planter areas. Install mulch per Irvine standard plan #601, 602, 606, and 607. Mulch to be installed after the planting of shrubs.

The Contractor shall maintain a 6" clear "no-mulch" zone around the base of each new and existing shrub and tree.

Mulch to be "Forest Floor" (0-2"), or approved equal:

a) Available from

Tierra Verde Industries
7913 Marine Way
Irvine, CA 92618
(949) 551-0363

b) Product shall be woodchips ½" to 3" in length, meet Caltrans Standard Specifications 20-2.08 for Mulch, contain only toxic free mineral based colorant, **and contain reused City of Irvine Green Waste.**

c) The Contractor shall submit one sample of mulch materials for City approval.

d) The Engineer has the right to reject all samples and request additional samples until a suitable mulch material is approved.

800-1.4 Plants. ADD the following:

Contractor to provide 1-year guarantee for all shrubs.

800-1.4.1 General. DELETE entire section and SUBSTITUTE with the following:

Shrubs and ground covers shall be grown by an established nursery having been in the business of growing shrubs and ground covers a minimum of five (5) years. At the option of the Engineer, plants shall be inspected and tagged at the nursery prior to shipment to the planting site. Shrubs shall be of the specified type and size, selected from high quality, well-shaped nursery stock. Plant names indicated or listed in the "Plant Legend" on the Plans, conform to the approved names given in "An Annotated Checklist of Woody Ornamental Plants in California, Oregon, and Washington, Manual 4091", published by the University of California (1979), and in accordance with American Nurseryman standards. Except for names not covered therein, the established custom of the nursery shall be followed. Condition of plants shall be in accordance with the California State Department of Agriculture's regulations for nursery inspections, rules, and grading and shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests, or their eggs, and shall have healthy normal root systems, well filling their containers, but not to the point of being root bound.

Plants shall not be pruned prior to delivery, except as authorized by the City. The size of the plants shall correspond with that normally expected for species and variety of commercially available nursery stock, or as specified on the Plans. The minimum acceptable size of all plants, measured before pruning with the branches in normal position, shall conform to the measurements, if any, specified on the Plans. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants shall not serve as the basis for a change order. All plant material shall be subject to the

inspection and acceptance of the City before planting. A representative number of plants as determined by the City may be inspected for size and condition of root growth, insects, injuries and defects. Plants not accepted are to be removed from the site immediately and replaced with suitable plants. The City reserves the right to reject entire lots of plants represented by defective samples. The contractor shall provide a plant material order invoice to the Engineer at the preconstruction meeting.

800-1.6 Miscellaneous Landscape Materials. *ADD the following Section:*

800-1.6.1 General. Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer's name, such specifications are used for the purpose of facilitating the description of material or process desired. Approved equals are acceptable as approved by the engineer. Suppliers and manufacturer's directions, specifications and recommendations will be followed in all cases where the materials used furnish directions and cover points not delineated on the Plans or in the Specifications. The specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. In the event of any discrepancies between the Plans or Specifications, the final decision as to which will be followed shall be made by the Engineer. In the event the installation is contradictory to the direction of the Engineer, the installation shall be rectified by the Contractor at no additional cost to the City.

All workmanship and materials incorporated shall be the best available grade of their respective kind. Provide a sample of each material specified. Accepted samples may be used in the Work. Submit three (3) sets of a type written list of materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, material number, and the manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the material to be installed. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Pay at Contractor's sole expense for all changes caused by approved substitution which affect other items of work.

800-1.6.2 Herbicide. All herbicides shall be organic. Organic herbicide for weed abatement shall be Suppress EC, or approved equal.

800-1.6.3 Pre-emergent. Pre-emergent weed control material shall be Organic.

800-2 IRRIGATION SYSTEM MATERIALS.

800-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.
DELETE 2nd Paragraph and REPLACE with the following:

All pressure supply lines downstream of the strainer assembly unit shall be Schedule 40 solvent weld PVC 1-1/2" or smaller and Class 315 solvent weld PVC for 2" or larger. Piping shall conform to ASTM 1785. All non-pressure lines downstream of the remote control valve shall be Schedule 40 solvent weld PVC conforming to ASTM D1785. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards

designation, and date of extrusion. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2241 or ASTM D1785.

All solvent weld PVC fittings shall be standard weight Schedule 80 and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and angled fittings shall be side gated.

All fittings shall conform to ASTM D2466. All threaded nipples shall be standard weight Schedule 80 with molded threads and shall conform to ASTM D1785.

All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy. Solvent cementing shall be in conformance with ASTM D2564 and ASTM D2855. When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base Teflon paste, tape, or approved equal.

800-2.2.2 Gate Valves. *DELETE entire section and SUBSTITUTE with the following:*

Gate valves shall be of the manufacturer, size, and type indicated on the Plans.

800-2.2.4 Remote Control Valves. *DELETE entire section and SUBSTITUTE with the following:*

Automatic control valves shall be of the manufacturer, size, and type indicated on the Plans. Automatic control valves shall be electrically operated. Drip zone valves shall be accompanied with pressure regulators and filters per the manufacturer.

800-2.2.7 Valve Boxes. *DELETE entire section and SUBSTITUTE with the following:*

Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils. The valve box cover shall be green in color and secured with dual locks to be supplied. The cover and box shall be capable of sustaining a load of 1,500 pounds. Valve box extensions shall be by the same manufacturer as the valve box. Automatic control valve boxes shall be rectangular and sized per plan. Valve box covers shall be marked "RCV" with the valve identification number "heat branded" onto the cover in 2 inch high letters / numbers. Gate valve boxes shall be 10" circular size. Valve box covers shall be marked with either "GV" "heat branded" onto the cover in 2 inch high letters. Line flushing valve boxes shall be 10" circular size. Valve box covers shall be marked with either "FV" "heat branded" onto the cover in 2 inch high letters. Heat branding method, craftsmanship, and lettering orientation to be approved by city prior to branding lids.

800-2.2.8 Line Flushing Valves. *ADD the following Subsection:*

Line flushing valves shall be the size and type as indicated on the plans.

800-2.4 Sprinkler Equipment. *DELETE entire section and SUBSTITUTE with the following:*

Irrigation heads and nozzles shall be of the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate indicated on the Plans. Irrigation heads and nozzles shall be used as indicated on the Plans.

Drip line shall be of the manufacturer, size, type with discharge rate, emitter spacing and operating pressure as indicated on the Drawings. All fittings, line flushing valves and anchor staples shall be of the same manufacturer as the drip line.

800-2.5 Miscellaneous Landscape Materials. *ADD the following Section:*

All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to City. After award of contract and before any irrigation system materials are delivered to the job site, submit to the Engineer a complete list of all irrigation systems, materials, or processes proposed to be furnished and installed as part of this Contract. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, furnish the manufacturer's recommendations as to the method of installation. No substitutions will be allowed without prior written acceptance by the Engineer. Manufacturer's warranties shall not relieve the Contractor of liability under the guarantee. Such warranties shall only supplement the guarantee. If the Contractor wishes to substitute any equipment or materials for equipment or materials listed on the irrigation Drawings and Specifications, it may do so by providing the following information to the Engineer for approval:

- a) Provide a written statement indicating the reason for making the substitution.
- b) Provide catalog cut sheets, technical data, and performance information for each substitute item.
- c) Provide in writing the difference in installed price if the item is accepted.

The contractor shall furnish all materials as specified in the plans and specifications and turn over a fully functional irrigation system complete with programming as coordinated by the City and accommodating for the new irrigation controller within the new landscape.

Additionally, the contractor shall be responsible for repairing any landscape damaged or removed for the purpose of installation of the irrigation.

All irrigation materials provided and installed shall be specifically designed and manufactured for use within reclaimed irrigation systems.

800-3 ELECTRICAL MATERIALS.

800-3.2.2 Conductors. *DELETE entire section and SUBSTITUTE with the following:*

Remote control wire shall be direct-burial AWG-UF type, size as indicated on the Drawings, and in no case smaller than 14 gauge. Connections shall be Scotchlok 3M

DBY Direct Bury Splice Kit per city std. plan 516. Kit shall include a Scotchlok Y Spring connector, a Polypropylene tube prefilled with waterproof sealing gel. Ground wires shall be white in color. Control wires shall be red (where two or more controllers are used, the control wires shall be a different color for each controller. These colors shall be noted on the "Record Drawings" Plans located on controller door). The Contractor shall provide 4 spare control wires per City of Irvine Landscape Manual, Section V Irrigation Specifications (under Products and Installation, item 24, item c).

800-3.3 Controller Unit. *DELETE entire section and SUBSTITUTE with the following:*

The Controller unit shall be of the manufacturer, and type indicated on the plans.

SECTION 801 – INSTALLATION

REVISE as follows:

801-2 EARTHWORK AND TOPSOIL PLACEMENT.

801-2.2 Topsoil Preparation and Conditioning.

801-2.2.1 General. *DELETE 1st sentence in the 4th paragraph, and ADD at end of section the following:*

WEED ABATEMENT OPERATIONS. The irrigation system, soil preparation operations, and finish grade shall be approved by the Engineer prior to weed abatement operations.

Contractor shall operate the irrigation system to keep planting areas uniformly moist for a period of two (2) weeks (14 calendar days). At the end of the two (2) week period, Contractor shall spray all visible weeds with an approved organic, non-selective, post emergent herbicide. Application rate and method shall be recommended by the manufacturer. After spraying, planting areas shall remain unwatered for a minimum of forty-eight (48) hours.

After seven (7) calendar days from the chemical application, weeds and debris shall be disposed of off-site.

Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in or near the project.

After weed abatement operations, and as determined by the Engineer, planting areas shall be scarified to a depth not to exceed one inch (1").

Weeds and debris shall be disposed of off-site.

801-2.2.2 Fertilizing and Conditioning Procedures. *ADD the following after the last paragraph:*

Fertilizing and soil amendment guidelines under agronomic soils testing shall be used for bidding purposes for planting areas, however, Contractor shall amend it as necessary per the soils test report at no additional cost to the City.

801-2.3 Finish Grading. *DELETE 2nd paragraph and ADD the following after the last paragraph:*

Finish grades are existing having been previously established the contractor shall maintain the existing finished grade elevations. Finish grading will only be required in raking out/feathering spoils from planting installations.

801-4 PLANTING.

801-4.1 General. *ADD the following after the last paragraph:*

Prior to excavation for planting or placing of stakes, locate all utilities, electric cables, conduits, underground irrigation lines, heads, valves and valve control wires, and all utility lines so that proper precautions may be taken not to damage such improvements. In the event of a conflict between utilities and plant locations, promptly notify the Engineer who will arrange for one or the other to be relocated. If contractor fails to follow this procedure it shall repair all damages resulting from the work at contractor's sole expense. Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized, and/or described in the Plant Legend, as indicated on the Plans. Verify all sizes and quantities on the Plans. Promptly report any discrepancy to the Engineer.

Any plant material or any development materials specified by trade name or equal, shall be according to these Plans and Specifications. Installation and use of substitute items shall not be made until the Contractor is in receipt of written approval from the Engineer. Substitution proposals for plant material must be accompanied by written proof of non-availability within a five hundred mile radius of the project site for material originally specified and proof that material was ordered in a timely manner upon award of contract. Regularly water all nursery stock in containers and place them in a cool area protected from sun and drying winds. Do not allow plants to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss or burlap at all times during planting operations. Do not expose roots to the air except while being placed in the ground. Wilted or diseased plants, whether in place or not, will not be accepted and shall be replaced at the Contractor's sole expense. Moisten prepared surface immediately prior to installing plant material. Install plant material immediately after delivery to site, within 24 hours after delivering to prevent deterioration. Hand water landscaped areas immediately after installation with a minimum of 1" of water.

801-4.5 Tree and Shrub Planting. *DELETE 4th paragraph and REPLACE with the following:*

In the event that underground construction work or obstructions are encountered in the planting operation, alternate locations for plant material will be selected by the City. Operation shall be done at no extra cost to the City. The following material shall be thoroughly blended and used as a backfill mix:

- a) 6 parts by volume on-site soil
- b) 4 parts by volume Organic Amendment 1 lbs. 16-20-0 per cubic yard of mix
- c) 2 lbs. Iron Sulfate per cubic yard of mix

The actual material and amounts, as determined by the agronomic soils test, shall be supplied by the Contractor at no additional cost to the City. No mixing for individual planting holes is permitted. Mix planting soil prior to backfilling and stockpile at the site. Iron sulfate shall not contact cement surfaces because severe staining could occur; repair or replace stained cement at Contractor's sole cost. Remove all plants from their containers and set so that, when settled, they bear the same relation to the required grade as they bore to the natural grade before being transplanted. Set the directed amount of plant fertilizer to be used

with each plant on the top of the root ball so the required fertilizer amount to be used in each hole can be easily verified and approved by the Engineer. Improper planting may delay the maintenance period and extend working days causing liquidated damages. Planting holes shall be compacted with no more than 1" settlement from finished grade.

Add:

801-4.5.1 Mulch. *ADD the following Subsection:*

All shrubs and ground cover areas shall be mulched after planting with 2 inches of mulch. Maintain a 6 inch clear "no-mulch" zone around the base of each tree and shrub.

801-5 IRRIGATION SYSTEM INSTALLATION.

801-5.1 General. *ADD the following after the last paragraph:*

Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that irrigation system may be installed in strict conformance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations. In the event of discrepancy, immediately notify the Engineer.

Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved. Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.

The Contractor shall request acceptance of and the Engineer will approve final grades before work on this Section will be allowed to begin. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Coordinate the installation of all irrigation materials with all other work.

All scaled dimensions are approximate. Check and verify all size dimensions prior to proceeding with work under this Section. Exercise extreme care in excavating and working near existing utilities. Repair damages to utilities, which are caused by Contractor's operations or neglect, at no additional cost to City. Prior to installation, stake out all pressure supply lines, routing and location of sprinkler heads, valves, and automatic controller. Layout irrigation system and make minor adjustments required due to differences between site and Drawings. Where piping is shown on Drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas. Connections to, or the installation of, the water supply shall be at the locations shown on the Drawings. Minor changes caused by actual site conditions shall be made at no additional expense to the City.

Existing irrigation equipment to be replaced including valves, spray heads, and rotors shall be salvaged and delivered to the City.

Verify and be familiar with the locations, size and detail of points of connection provided as the source of water and connection to the irrigation system. Irrigation design is based on the

available static water pressure shown on the Drawings. Verify static water pressure on the project prior to the start of construction. Should a discrepancy exist, notify the Engineer's authorized representative prior to beginning construction. Prior to cutting into the soil, locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground and take proper precautions not to damage or disturb such improvements. If a conflict exists between the obstacles and the proposed work, promptly notify the Engineer who will arrange for relocations. Proceed in the same manner if a rock layer or any other such conditions are encountered. Protect all existing utilities and features to remain on and adjacent to the project site during construction. Repair, at its sole cost, all damage resulting from its operations or negligence.

The Agency Representative shall have, at all times, safe access to the Work. Where the Specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Engineer. Notify the Engineer, a minimum of 48 hours in advance of where and when the work is ready for testing. Should any work be covered without testing or acceptance, it shall be, if so ordered, uncovered at the Contractor's sole expense. Inspections will be required for the following at a minimum:

- a) System layout
- b) Pressure test irrigation main line (Six hours at 125 PSI) lateral lines (2 hours at 100 psi).
- c) Coverage test of irrigation system
- d) Final inspection prior to start of maintenance period
- e) Final acceptance

Work that fails testing and is not accepted will be re-tested. Hourly rates and expenses of the Engineer for re-inspection or re-testing will be paid by the Contractor at no additional expense to City.

Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Engineer and at no additional cost to the City. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load. Dispose of waste, trash, and debris in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Do not bury waste material and debris on the site. Burning of trash and debris will not be permitted. Remove and dispose of rubbish and debris generated by his work and workmen at frequent intervals or when ordered to do so by the Engineer. At the time of completion the entire site will be cleared of tools, equipment, rubbish and debris which shall be disposed of off-site in a disposal area that is fully and legally licensed.

Temporary Repairs: The City reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right by the City shall

not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

Supply the following items:

- a) Two (2) wrenches for disassembly and adjustment of each type of sprinkler head used in the irrigation system.
- b) Two (2) 30-inch sprinkler keys for manual operation of control valves.
- c) One (1) valve box cover key.
- d) Four (4) extra sprinkler heads of each size and type.
- e) 250 feet of additional drip line and 100 feet blank roll.
- f) 200 drip line staples.

The above equipment shall be turned over to the Engineer at the final inspection.

At the time of the pre-maintenance period inspection, the Engineer and governing agencies will inspect the work and, if not accepted, prepare a list of items to be completed by the Contractor. At the time of the post-maintenance period or final inspection the work will be re-inspected and final acceptance will be in writing by the Engineer. The City Engineer shall have final authority on all portions of the work.

801-5.3 Irrigation Pipeline Installation.

801-5.3.1 General. *ADD the following after the last paragraph:*

Excavations shall be straight with vertical sides, even grade, and support pipe per City Landscape Standard Plan No. 501. Trenching excavation shall follow layout indicated on Drawings to the depths below finished grade and as noted. Where lines occur under paved areas, these dimensions shall be considered below subgrade. Provide minimum cover of 24 inches on pressure supply lines. Provide minimum cover of 24 inches for control wires. Provide minimum cover of 12 inches for non-pressure lines unless lines are designated as "ON GRADE" per the plans. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inch in diameter. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Backfill materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to 90% relative compaction and shall conform to adjacent grades. Flooding in lieu of tamping is not allowed. Under no circumstances shall truck wheels be used to compact backfill. Provide sand backfill a minimum of 6 inches over and under all piping under paved areas.

Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphalt pavement. Cutting or breaking of existing pavement is not permitted. Carefully inspect all pipe and fittings before installation, removing

dirt, scale, burrs, and reaming. Install pipe with all markings up for visual inspection and verification.

Remove all dented and damaged pipe sections. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades. Parallel lines shall not be installed directly over each other. In solvent welding, use only the specified primer and solvent cement and make all joints in strict conformance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer. Center load all plastic pipe prior to pressure testing. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope on all threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic female adapters.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment. *ADD the following after the last paragraph:*

Automatic control valves, and gate valves shall be installed in the approximate locations indicated on the Drawings. Valves shall be installed in shrub areas whenever possible. Install all valves as indicated in the detail Drawings. Valves to be installed in valve boxes shall be installed one valve per box.

801-5.5.1 General. *ADD the following after the last paragraph:*

Irrigation heads shall be installed as indicated on the Drawings. Riser nipples shall be of the same size as the riser opening in the sprinkler body. Install all assemblies specified herein according to the respective detail Drawings or Specifications, using best standard practices.

801-5.6 Automatic Control System Installation. *ADD the following after the last paragraph:*

All Automatic Irrigation valves shall be connected to the existing irrigation controllers.

Three (3) sets of laminated 11"x17" new controller charts and 8.5"x11" data sheets shall be provided for all irrigations systems.

801-5.7.3 Sprinkler Coverage Test. *ADD the following after the last paragraph:*

Coverage testing shall be performed for overhead irrigation.

Adjust valves, align heads, and check the coverage of each system prior to coverage test. If it is determined by the Engineer that additional adjustments or nozzle changes will be required to provide proper coverage, make all necessary changes or adjustments prior to any planting. The entire system shall be operating properly before any planting operations commence.

Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been observed, tested and accepted by the Engineer. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing. When the sprinkler system is completed, perform a coverage test of each system in its entirety to determine if the water coverage for the planted areas is complete and adequate in the presence of the Engineer.

Irrigation drip line to be installed per plans. The contractor shall be responsible for making field adjustments to provide proper drip coverage. Install drip line on finish grade per manufacturer's instructions. Immediately after installing drip line, flush system to the satisfaction of the Engineer. Drip line coverage to be observed, tested, and approved by the Engineer prior to burying with top soil. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing.

801-5.7.4 Operational Test. *ADD the following after the last paragraph:*

Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Plans, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the Engineer. This test shall be accepted by the Engineer and accomplished before starting any planting. Final inspection will not commence without record Drawings as prepared by the Contractor. During the maintenance period adjust and maintain the irrigation system in a fully operational condition providing complete irrigation coverage to all intended plantings. Clean-up shall be made as each portion of the work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed, and any damage sustained on the work of others shall be repaired to original conditions.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT.

DELETE entire section and SUBSTITUTE with the following:

Landscape maintenance and plant establishment period shall be a minimum of ninety (90) days after "Date of Acceptance of Installation" of all planting areas. Request in writing from the Engineer, notification of the date of the start of the maintenance and planting establishment period. At the acceptance of all planting areas, request in writing from the Engineer notification of the date of the completion of the maintenance period. The maintenance period shall not officially begin or end without written notification from the Engineer. Construction fencing shall remain until after the maintenance period is complete or as directed by the Engineer. Maintain all planted areas on a continuous basis as they are completed during the progress of the work and during the establishment and maintenance period, and shall continue to maintain them until final acceptance in accordance with the following:

- a) Water, weed, fertilize, edge, prune, spray as necessary to promote a healthy growing condition. Maintain lawn at a mowing height recommended by the city. All planted areas shall be kept free of debris and weeds. Keep project neat and attractive throughout the maintenance period.

- b) Apply organic herbicides for weed control, as needed or directed by City, in accordance with manufacturer's instructions and applicable laws and regulations. Organic pre-emergent herbicide shall be required in all planter, shrub and ground cover areas. Remedy damage resulting from weed control.
- c) Exterminate rodents and insects as required and in accordance with applicable City of Irvine policies, State and Federal laws and regulations. Remedy damage from pest control.
- d) Adjust the irrigation system to sufficiently saturate root zone without rotting trees, shrubs, and ground cover. Do not exceed IRWD allocation.
- e) Repair or replace any damaged item caused by vehicles, vandals, rabbits, rodents, bicycles, or foot traffic during the maintenance period.
- f) Fertilize with "Organic/JTM Complete" at 30 lbs./1,000 s.f. at the beginning and end of the maintenance period (twice) or as indicated by the agronomic soils test.

All inspections herein specified shall be made by the City. Request inspection at least forty-eight (48) hours in advance of the time the inspection is required. Requested inspections, subsequently canceled without twenty-four (24) hours-notice, will be billed to the Contractor.

Inspection is required for, and not necessarily limited to, the following parts of the work:

- a) Incorporation of soil amendments and fine grading.
- b) Prior to digging plant pits for shrubs.
- c) During backfilling of plant pits with amended backfill.
- d) Final inspection at the end of the maintenance period.
- e) Irrigation Inspection / Coverage Test prior to planting.

801-8 PAYMENT.

DELETE in its entirety and SUBSTITUTE with the following:

Refer to Section 7-8 "PAY ITEM SPECIFIC MEASUREMENT AND PAYMENT CLAUSES"

801-9 GUARANTEE.

ADD the following Subsection:

The guarantee shall be valid unless existing equipment utilized on the project fails within the guarantee period. Should any problem with the irrigation system be discovered within the guarantee period the Contractor shall correct it within ten (10) calendar days after receipt of written notice from City (and at no additional expense to City). When the nature of the repairs, as determined by the City, constitute an emergency (i.e. broken pressure line) the City may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the

necessary repairs to correct same, shall be repaired to the satisfaction of the owner by the Contractor, all at no additional cost to the City. Guarantee shall be submitted on Contractors own letterhead as follows:

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We shall repair or replace any defective material during the period of one year after date of filing of the Notice of Completion and also repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the owner. We shall make such repairs or replacements within 10 calendar days following written notification by the owner. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from owner, we authorize the owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

CITY OF IRVINE

GREAT PARK SHADE IMPROVEMENTS – PHASES 2 & 3
Bid No. GP-26-0004

APPENDICES

APPENDIX A
COMMUNITY WORKFORCE AGREEMENT ATTACHMENTS

APPENDIX B
MINIMUM WAGE ORDINANCE DECLARATION OF COMPLIANCE

APPENDIX C
DRAWING SUBMITTAL SAMPLE

APPENDIX D
X-TRENCH REPORT

APPENDIX E
TECHNICAL SPECIFICATIONS

