

FMW Site Demolition and Excavation Project

Contract Documents

**City of Emeryville as Successor Agency
to the Emeryville Redevelopment Agency**

5679 Horton Street
Emeryville, California

EPW No. 23 EPW003

Draft – June 2023

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Notice Inviting Bids

1. **Bid Submission.** The City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") will accept sealed bids for its FMW Site Demolition and Excavation Project ("Project"), by or before < >, at 4:00 p.m., at its office located at 1333 Park Avenue, Emeryville, California, at which time the bids will be publicly opened and read aloud.
2. **Project Information.**
 - 2.1 **Location and Description.** The Project is located at 5679 Horton Street, Emeryville, California, and is described as follows: abatement and demolition of an approximately 47,000 square foot concrete tilt-up building; demolition of surface and below-grade asphalt and concrete features, including heavily reinforced foundations; demolition of existing utilities; excavation of known or potentially contaminated soils in an approximately 68,000 square foot area to 5 feet below ground surface and up to 10 feet below ground surface in an approximately 1,600 square foot area; disposal or recycling of demolition and excavation wastes off-site, potentially including approximately 2,000 tons or more as Resource Conservation and Recovery Act hazardous waste; performance of an approximately 10,000 square foot portion of the excavation within a ventilated negatively pressurized temporary enclosure with an air treatment system, potentially requiring Level B personal protective equipment; importing, placing, and compacting approximately 23,000 tons of fill material; installation of storm, sanitary sewer, and water utilities; restoration, grading and paving of the Project site; installation of a new perimeter fence with gate; providing all permitting, controls, and notifications required to complete the Work; and conducting Work under Department of Toxic Substances Control oversight.
 - 2.2 **Time for Final Completion.** The Project must be fully completed within < > calendar days from the start date set forth in the Notice to Proceed. Successor Agency anticipates that the Work will begin on or about < >, but the anticipated start date is provided solely for convenience and is neither certain nor binding.
 - 2.3 **Estimated Cost.** The estimated construction cost is \$< >.
 - 2.4 **Prequalification.** Only bids from prequalified bidders will be accepted. The following bidders are prequalified for the Project, which was previously identified as the "Above-Grade Demolition and Soil Excavation Project" for purposes of prequalification:

American Integrated Services, Inc.
Entact, LLC
Innovative Construction Solutions
 - 2.5 **Bidders' Conference.** A bidders' conference will be held on < >, 2023 at 9:00 a.m., at the following location: 5679 Horton Street, Emeryville, CA to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is mandatory. A bidder who fails to attend a mandatory bidders' conference may be disqualified from bidding.
3. **License and Registration Requirements.**

- 3.1 License.** This Project requires a valid California contractor's license for the following classification(s): Class A, with Hazardous Substances Removal Certification ("HAZ").
- 3.2 DIR Registration.** Successor Agency may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
- 4. Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto ("Contract Documents") may be downloaded from the City of Emeryville's website located at: <https://ciplist.com/plans/?Emeryville/city/9372>. A printed copy of the Contract Documents is not available.
- 5. Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to Successor Agency, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after Successor Agency issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.
- 6. Prevailing Wage Requirements.**
- 6.1 General.** Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.
- 6.2 Rates.** The prevailing rates are on file with the Successor Agency and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.
- 6.3 Compliance.** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.
- 7. Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.
- 8. Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.
- 9. Subcontractor List.** Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

- 10. Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

By: _____ Date: _____

April Richardson, Secretary

Publication Date: < _____ >

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") for its FMW Site Demolition and Excavation Project ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

1.1 General. Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to Successor Agency in a sealed envelope, with all required forms and attachments, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. Successor Agency reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from Successor Agency. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

1.2 Bid Envelope. The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

BID PROPOSAL:

FMW Site Demolition and Excavation Project
Job No. 23 EPW003

City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency
1333 Park Avenue
Emeryville, California 94608
Attn: April Richardson

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

[Contractor company name]
[street address]
[city, state, zip code]
DIR Registration No: _____

1.3 DIR Registration. Subject to limited legal exceptions for joint venture bids and federally-funded projects, Successor Agency may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If Successor Agency is unable to confirm that the bidder is currently registered with the DIR, Successor Agency may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

2. Bid Proposal Form and Enclosures. Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must

be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, and any other required enclosures, as applicable.

3. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporations Code § 313.
4. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the Successor Agency, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; and submit the insurance certificates and endorsements and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
5. **Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to EKI Environment & Water, Inc. at ejames@ekiconsult.com and bplybon@ekiconsult.com. Oral responses are not authorized and are not binding on the Successor Agency. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by Successor Agency in response to a written inquiry will be issued in an addendum.
6. **Pre-Bid Investigation.**
 - 6.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the Successor Agency or the Project site without prior written authorization from Successor Agency.
 - 6.2 **Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying Successor Agency of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to

the Successor Agency no later than five Working Days before the scheduled bid opening. (See Section 5, above.) Successor Agency expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by Successor Agency.

- 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the Successor Agency in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from Successor Agency. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in Successor Agency's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, Successor Agency reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check the City of Emeryville's website periodically for any addenda or updates on the Project at: <https://ciplist.com/plans/?Emeryville/city/9372>.
- 9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
- 10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by Successor Agency at 1333 Park Avenue, Emeryville, California or sent via

email to april.richardson@emeryville.org, ejames@ekiconsult.com and bplybon@ekiconsult.com before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:

- 10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a "Working Day" means a day that Successor Agency is open for normal business, and excludes weekends and holidays observed by Successor Agency. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).
- 10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to Successor Agency, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by Successor Agency before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the Successor Agency, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** Successor Agency reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest

responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

11. **Reservation of Rights.** Successor Agency reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the Successor Agency's expectations at the time the Notice Inviting Bids was first issued. Successor Agency is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the Successor Agency determines, in its sole discretion, the appropriate time for commencing the Work. The Successor Agency expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the Successor Agency in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.
12. **Bonds.** Within ten calendar days following Successor Agency's issuance of the Notice of Potential Award to the apparent low bidder, the bidder must submit payment and performance bonds to Successor Agency as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
13. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City of Emeryville business license within 10 days following Successor Agency's issuance of the Notice of Potential Award. Subcontractors must also obtain a City of Emeryville business license before performing any Work.
14. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
15. **Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
16. **Additive and Deductive Alternates.** As required by Public Contract Code § 20103.8, if this bid solicitation includes additive or deductive items, the method checked below will be used to determine the lowest bid. If no method is checked, subparagraph (A) will be used to determine the lowest bid. Successor Agency reserves the right, acting in its sole discretion, to add to and/or deduct from the Contract any of the alternates included in the Bid Proposal. In addition, following award and execution of the Contract, the Successor Agency reserves the right to incorporate one or more of the alternates that were not included in the Contract as awarded. Any such post-award addition(s) and/or deduction(s) will be added by Change Order and based on the bid price provided for each such alternate.

___X___ (A) The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
17. **Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.

- 17.1 Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.
- 17.2 Estimated Quantities.** Unless identified as a “Final Pay Quantity,” the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.
- 18. For Reference Only.** The following attachments to the Technical Specifications are provided “For Reference Only,” as defined in Section 3.4 of the General Conditions, except where explicitly noted in the Technical Specifications: Attachments A through M.

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

FMW Site Demolition and Excavation Project

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency (“Successor Agency”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price (“Base Bid”):
\$_____.

2. **Bid Alternates.** Bidder submits the following prices for the specified bid alternates, which are described in Section 01010 of the Technical Specifications:

Alternate #1: Excavation, Below-Grade Demolition, Backfill, and Restoration – Alternative Area A
Add: \$_____

Alternate #2: Excavation, Below-Grade Demolition, Backfill, and Restoration – Alternative Area B
Add: \$_____

Alternate #3: Excavation, Below-Grade Demolition, Backfill, and Restoration – Alternative Area C
Add: \$_____

Alternate #4: Loading, Transport, Backfill, and Compaction of Import Fill Provided by Successor Agency
If Successor Agency elects to include this alternate, or a portion thereof, it may delete some or all of the Work required under Bid Item #42 from the Project scope
Add: \$_____

Alternate #5: Install New Storm Drain and Catch Basin in Northwest Corner of Site
If Successor Agency elects to include this alternate, it will delete the Work required under Bid Item #47 from the Project scope.
Add: \$_____

3. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the Successor Agency based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

4. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

- 4.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors,

omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

- 4.2 Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
- 4.3 Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
- 4.4 Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
- 4.5 Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
- 4.6 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

- 5. Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:
- 5.1 Execute Contract.** Enter into the Contract with Successor Agency in accordance with the terms of this Bid Proposal, by signing and submitting to Successor Agency the Contract prepared by Successor Agency using the form included with the Contract Documents;
- 5.2 Submit Required Bonds.** Submit to Successor Agency a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
- 5.3 Insurance Requirements.** Submit to Successor Agency the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
- 6. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 5 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

_____ A cashier's check or certified check payable to Successor Agency and issued by _____ [Bank name] in the amount of \$_____.

_____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to Successor Agency and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__.

s/ _____

Name and Title

s/ _____
[See Section 3 of Instructions to Bidders]

Name and Title

Company Name

License #, Expiration Date, and Classification

Address

DIR Registration #

City, State, Zip

Phone

Contact Name

Contact Email

END OF BID PROPOSAL

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form. Bid Items and Alternates are described in detail in Section 01010 – *Summary of Work and Measurement & Payment* of the Technical Specifications.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each GAL = Gallon
 LB = Pounds LF = Linear Foot LS = Lump Sum SF = Square Feet
 TON = Ton (2000 lbs) WK = Week

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Pre-Mobilization	1	LS	\$	\$
2	Mobilization and De-Mobilization	1	LS	\$	\$
3	Site Preparation and Restoration	1	LS	\$	\$
4	SWP Addendum, SWPPP, General Permit Coverage, and BMPs	1	LS	\$	\$
5	Lead, Asbestos and Other Hazardous Material Abatement of the Above-Grade Building and Disposal of Waste Generated	1	LS	\$	\$
6	Above-Grade Structural Demolition and Disposal or Recycling of Waste Generated	1	LS	\$	\$
7	Procure, Construct, Move, Operate, and Remove Tent and Tent Air Ventilation and Treatment System	1	LS	\$	\$
8	Procure and Install Virgin Granular Activated Carbon (GAC)	32,000	LB	\$	\$
9	Characterize, Remove, Transport, and Dispose of or Regenerate Spent GAC as Non-Hazardous Waste	16,000	LB	\$	\$
10	Characterize, Remove, Transport, and Dispose of or Regenerate Spent GAC as RCRA Hazardous Waste	16,000	LB	\$	\$
11	Procure and Install Potassium Permanganate	28,000	LB	\$	\$
12	Characterize, Remove, Transport, and Dispose of Spent Potassium Permanganate as Non-Hazardous Waste	14,000	LB	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
13	Characterize, Remove, Transport, and Dispose of Spent Potassium Permanganate as RCRA Hazardous Waste	14,000	LB	\$	\$
14	Remove and Dispose of or Recycle Existing Asphalt Pavement	1	LS	\$	\$
15	Remove and Dispose of or Recycle Existing Concrete Slab	1	LS	\$	\$
16	Demolish, Load, and Transport and Dispose of Below-Grade ACM Pipe	2	TON	\$	\$
17	Soil Excavation and Demolition of Below-Grade Utilities and Known Features Outside of Tent	1	LS	\$	\$
18	Soil Excavation and Demolition of Below-Grade Utilities and Known Features Inside of Tent	1	LS	\$	\$
19	Excavation Support	1	LS	\$	\$
20	Mobilize and Rent Covered Roll-Off Bins	40	EA	\$	\$
21	Demolish Abandoned Monitoring Wells and Soil Vapor Probes	1	LS	\$	\$
22	Excavation VOC & Odor Control Materials - F-500 EA or Equal	275	GAL	\$	\$
23	Excavation VOC & Odor Control Materials - BioSolve Pinkwater or Equal	275	GAL	\$	\$
24	Excavation VOC & Odor Control Rental - Rusmar Pneumatic Foam Unit or Equal	4	WK	\$	\$
25	Excavation VOC & Odor Control Materials - RusFoam OC or Equal	55	GAL	\$	\$
26	Mobilize, Install, Operate, and De-Mobilize Excavation Dewatering System	1	LS	\$	\$
27	Store in 55-Gallon Drums, Load, Transport, and Dispose of Non-Hazardous Water	550	GAL	\$	\$
28	Store in 20,000-Gallon Tank, Load, Transport, and Dispose of Non-Hazardous Water	20,000	GAL	\$	\$
29	Store in 55-Gallon Drums, Load, Transport, and Dispose of Water as RCRA Hazardous Waste	550	GAL	\$	\$
30	Store in 20,000-Gallon Tank, Load, Transport, and Dispose of Water as RCRA Hazardous Waste	20,000	GAL	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
31	Containerize, Load, Transport, and Dispose of Separate Phase Liquid	550	GAL	\$	\$
32	Transportation and Disposal of Soil – Class II Non-Hazardous as Daily Cover	3,000	TON	\$	\$
33	Transportation and Disposal of Soil – Class II Non-Hazardous in Cell at Facility regulated by BAAQMD	4,000	TON	\$	\$
34	Transportation and Disposal of Soil – Class II Non-Hazardous in Cell at Facility Not Regulated by BAAQMD	4,000	TON	\$	\$
35	Transportation and Disposal of Soil - Non-RCRA Hazardous	8,000	TON	\$	\$
36	Transportation and Disposal of Soil - RCRA Hazardous	2,000	TON	\$	\$
37	Transportation, Disposal, and Incineration of Soil - RCRA Hazardous	20	TON	\$	\$
38	Transportation, Disposal, and Stabilization or Solidification of Soil - RCRA Hazardous	20	TON	\$	\$
39	Transportation and Disposal of Below-Grade Non-Hazardous Demolition Debris	2,000	TON	\$	\$
40	Transportation and Disposal of Below-Grade Non-RCRA Hazardous Demolition Debris	500	TON	\$	\$
41	Import and Backfill of Class 2 Permeable Material within Saturated Zone	400	TON	\$	\$
42	Import, Backfill and Compaction of General Import Fill	20,000	TON	\$	\$
43	Import, Backfill and Compaction of Class 2 Aggregate Base	3,000	TON	\$	\$
44	Grading	1	LS	\$	\$
45	Replace Sanitary Sewer Lateral for 5677 Horton Street	1	LS	\$	\$
46	Install Storm Water Infrastructure, Investigate Existing Storm Drain in Northwest Corner of Site	1	LS	\$	\$
47	Rehabilitate Existing Storm Drain in Northwest Corner of Site	1	LS	\$	\$
48	Relocate Water Meters, Install Water Laterals and Riser Assembly for 5679 Horton Street	1	LS	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
49	Install Sanitary Sewer Manhole for 5679 Horton Street	1	LS	\$	\$
50	Install Permanent Fence and Gates	1	LS	\$	\$
51	Paving and Striping	1	LS	\$	\$

* Final Pay Quantity

TOTAL BASE BID: Items 1 through 51 inclusive: \$ _____

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

ALTERNATE NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Excavation, Below-Grade Demolition, Backfill, and Restoration – Alternative Area A	1	LS	\$	\$
2	Excavation, Below-Grade Demolition, Backfill, and Restoration – Alternative Area B	1	LS	\$	\$
3	Excavation, Below-Grade Demolition, Backfill, and Restoration – Alternative Area C	1	LS	\$	\$
4	Loading, Transport, Backfill, and Compaction of Import Fill Provided by Successor Agency	20,000	TON	\$	\$
5	Install New Storm Water and Catch Basin in Northwest Corner of Site	1	LS	\$	\$

Note: The amounts entered as the "Extended Total Amounts" should be identical to the Bid Alternate amounts entered in Section 2 of the Bid Proposal form.

BIDDER NAME: _____

END OF BID SCHEDULE

Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Base Bid,¹ the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

END OF SUBCONTRACTOR LIST

¹ For street or highway construction, this requirement applies to any subcontract of \$10,000 or more.

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____
[business 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.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

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].

s/ _____

Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ ("Bidder") has submitted a bid, dated _____, 20____ ("Bid"), to the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") for work on the FMW Site Demolition and Excavation Project ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and _____, its surety ("Surety"), are bound to Successor Agency as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with Successor Agency in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to Successor Agency the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by Successor Agency in the Project contract documents ("Contract Documents");
 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Potential Award.
3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to Successor Agency. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____
4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

[Signatures are on the following page.]

This Bid Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Business Name

s/ _____

Date

Name, Title

END OF BID BOND

Contract

This public works contract ("Contract") is entered into by and between the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") and _____ ("Contractor"), for work on the FMW Site Demolition and Excavation Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, Successor Agency authorized award of this Contract to Contractor for the amount set forth in Section 4, below. Successor Agency has elected to include the following Project alternate(s) in the Contract: _____ <If the bid documents request bid alternates and Successor Agency elects to include alternates in the Contract at the time of award, identify the additive or deductive alternates. If the Successor Agency does not elect to include alternates at the time of award, delete the alternate language in this Section 1.>
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed.; and
 - 2.13 The following: The specified portions of Attachments A and B explicitly marked for incorporation in the Contract Documents in the Table of Contents for the Specifications.
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Successor Agency will pay Contractor \$_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within <[redacted]> calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, Successor Agency will assess liquidated damages in the amount of \$12,000 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from Successor Agency's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
- 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
- 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 **DIR Registration.** Successor Agency may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any local ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of Successor Agency and are not entitled to participate in any health, retirement, or any other employee benefits from Successor Agency.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

Successor Agency:

1333 Park Avenue
Emeryville, CA 94608
Attn: April Richardson, Secretary
april.richardson@emeryville.org

Copy to: Earl James
ejames@ekiconsult.com
Bobby Plybon
bplybon@ekiconsult.com

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Successor Agency's written consent. This Contract is binding on Contractor's and Successor Agency's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Alameda County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Alameda County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between Successor Agency and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran

Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

12.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

The parties agree to this Contract as witnessed by the signatures below:

SUCCESSOR AGENCY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR:

Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

The City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") and _____ ("Contractor") have entered into a contract for work on the FMW Site Demolition and Excavation Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to Successor Agency as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. Successor Agency waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____
6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Alameda County Superior Court, and no other place. Surety will be responsible for Successor Agency's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY SUCCESSOR AGENCY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

Performance Bond

The City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") and _____ ("Contractor") have entered into a contract for work on the FMW Site Demolition and Excavation Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to Successor Agency as obligee for an amount not less than \$ _____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, Successor Agency will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by Successor Agency to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which Successor Agency is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from Successor Agency of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with Successor Agency's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to Successor Agency, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse Successor Agency the amount of Successor Agency's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, Successor Agency will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Alameda County Superior Court, and no other place. Surety will be responsible for Successor Agency's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY SUCCESSOR AGENCY:

s/ _____

Date

Name, Title

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by Successor Agency, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the City of Emeryville.

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to Successor Agency in accordance with the requirements of the Contract Documents, and which has been rejected by Successor Agency, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between Successor Agency and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture that has signed the Contract with Successor Agency to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by Successor Agency to provide architectural, engineering, or electrical engineering design services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the Engineer for the Successor Agency and his or her authorized delegates.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the Successor Agency's satisfaction, including all punch list items and any required commissioning or training, and has provided the Successor Agency with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by Successor Agency to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the Successor Agency-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by Successor Agency, if any.

Project Manager means the individual designated by Successor Agency to oversee and manage the Project on Successor Agency's behalf and may include his or her authorized delegate(s) when

the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to Successor Agency in the manner and format specified by Successor Agency.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to Successor Agency acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, including the portions of the attachments explicitly marked for incorporation into the Contract Documents, which are prepared for and incorporated into the Contract by or on behalf of Successor Agency, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Successor Agency means the City of Emeryville as Successor Agency to the City of Emeryville Redevelopment Agency which has entered into the Contract with Contractor for performance of the Work, acting through its governing body, officers, employees, Engineer, and any other authorized representatives.

Technical Specifications has the same meaning as Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the Successor Agency is open for business, and does not include holidays observed by the Successor Agency.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 Successor Agency.

(A) **Governing Body.** Successor Agency's governing body has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) **Engineer.** The Engineer, acting within the authority conferred by the Successor Agency's governing body, is responsible for administration of the Project on behalf of Successor Agency, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as Successor Agency's representative for daily administration of the Project on behalf of Successor Agency. Unless otherwise specified, all of Contractor's communications to Successor Agency (in any form) will go to or through the Project Manager. Successor Agency reserves the right to reassign the Project Manager role at any time or to delegate duties to additional Successor Agency representatives, without prior notice to or consent of Contractor.

(D) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by Successor Agency, may act on Successor Agency's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of Successor Agency, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by Successor Agency or specified in the Contract Documents. From the date of commencement of the Work until either the date on which Successor Agency formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to Successor Agency, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to Successor Agency. Successor Agency's approval of the superintendent is required before the Work commences. If Successor Agency is not satisfied with the superintendent's performance, Successor Agency may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to Successor Agency, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and Laws and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by Successor Agency, must attend a pre-construction conference, if requested by Successor Agency, as well as weekly Project progress meetings scheduled with Successor Agency. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by Successor Agency, City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the Successor Agency, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to Successor Agency for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon Successor Agency's written request, Contractor must promptly and permanently remove from the Project, at no cost to Successor Agency, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by Successor Agency to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship,

materials, parts or equipment that do not conform to the requirements under the Plans, Specifications and every other Contract Document, as determined by Successor Agency, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by Successor Agency, and any Extra Work performed without Successor Agency's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from Successor Agency, or within the time specified in Successor Agency's notice to correct, Successor Agency may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If Successor Agency elects to correct defective Work due to Contractor's failure or refusal to do so, Successor Agency or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City or Successor Agency property, in order to effectuate the correction, at no extra cost to Successor Agency. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by Successor Agency's actions to correct defective Work under these circumstances. Alternatively, Successor Agency may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after Successor Agency's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, Successor Agency is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to Successor Agency for reference at all times during construction of the Project.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. Successor Agency reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to Successor Agency. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and Successor Agency, but Successor Agency is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to Successor Agency, subject to the prior rights of any surety, but only if and to the extent that Successor Agency accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs Successor Agency incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If Successor Agency determines that a Subcontractor is unacceptable to Successor Agency based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), Successor Agency may request removal of the Subcontractor from the Project. Upon receipt of a written request from Successor Agency to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to Successor Agency, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to Successor Agency, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) **Concurrent Work.** Successor Agency reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by Successor Agency. To the full extent permitted by law, Contractor must hold harmless and indemnify Successor Agency against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify Successor Agency if work performed by others, including work or activities performed by Successor Agency's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. Successor Agency reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current Successor Agency-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by Successor Agency will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by Successor Agency is not an assumption of risk or liability by Successor Agency.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without Successor Agency's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of Successor Agency, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if Successor Agency determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. Successor Agency's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

- 2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by Successor Agency, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If Successor Agency requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by Successor Agency. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by Successor Agency does not relieve Contractor of Contractor's responsibility.
- 2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by Successor Agency and its employees, agents, or consultants authorized by Successor Agency; and upon request by Successor Agency, Contractor must promptly arrange for Successor Agency representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without Successor Agency's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take

precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in Successor Agency's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from Successor Agency before proceeding further with the related Work. The RFI must notify Successor Agency of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining Successor Agency's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that Successor Agency's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Article 5 and 6.)

(C) ***Figures and Dimensions.*** Figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) ***Compliance with Laws.*** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Potential Award;

- (L) Notice Inviting Bids;
- (M) Attachment A – Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Contractor's Bid Proposal and attachments;
- (P) the City's standard specifications, as applicable; and
- (Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) **Limitations.** The "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by Successor Agency, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the "Department" or "State" is deemed to mean Successor Agency.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by Successor Agency or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that Successor Agency or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by Successor Agency, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code or regulation in effect on the date that bids were due.

- 3.6 Conformed Copies.** If Successor Agency prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.
- 3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from Successor Agency. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and Successor Agency will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.
- (A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from Successor Agency, Contractor must substitute a surety acceptable to Successor Agency. If Contractor fails to substitute an acceptable surety within the specified time, Successor Agency may, at its sole discretion, withhold payment from Contractor until the surety is replaced to Successor Agency's satisfaction, or terminate the Contract for default.
- (B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from Successor Agency pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.
- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless Successor Agency, its governing body, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnatee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnatee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. Successor Agency will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnatee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to Successor Agency. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of Successor Agency's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, Successor Agency may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) **Policies and Limits.** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) *Builder's Risk Insurance:* The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of Successor Agency.

(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least

30 days written notice to Successor Agency, unless due to non-payment of premiums, in which case ten days written notice must be made to Successor Agency.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against Successor Agency.

(D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The Successor Agency, including its governing body, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the Successor Agency.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the Successor Agency's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the Successor Agency's Risk Manager determines that the deductibles are unacceptably high, at Successor Agency's option, Contractor must either reduce or eliminate the deductibles as they apply to Successor Agency and all required Additional Insured; or must provide a financial guarantee, to Successor Agency's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in

writing in advance by the Successor Agency's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the Successor Agency, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If Successor Agency determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, Successor Agency may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to Successor Agency, in order to achieve a rate of progress satisfactory to Successor Agency. If Contractor fails to comply with Successor Agency's directive in this regard, Successor Agency may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use Successor Agency's own forces to achieve the necessary rate of progress. Alternatively, Successor Agency may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following Successor Agency's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to Successor Agency for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract

Documents or as required by Successor Agency, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) ***Specialized Materials Ordering.*** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) ***Successor Agency's Review of Schedules.*** Successor Agency will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. Successor Agency's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit Successor Agency's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) ***Progress Schedules.*** After Successor Agency accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by Successor Agency, for review and acceptance with each application for a progress payment, or when otherwise specified by Successor Agency, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to Successor Agency of any changes in the projected material or equipment delivery dates for the Project.

(1) ***Float.*** The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) ***Failure to Submit Schedule.*** Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which Successor Agency has noted exceptions that are not corrected, Successor Agency may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and Successor Agency has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) ***Recovery Schedule.*** If Successor Agency determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current Successor Agency-accepted schedule unless

otherwise directed by Successor Agency. Successor Agency's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect Successor Agency's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times prominently post a copy of the most current Successor Agency-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights.** Successor Agency reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by Successor Agency or others, or to facilitate Successor Agency's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, during Successor Agency's normal business hours, except as provided in the Special Conditions or as authorized in writing by Successor Agency. Successor Agency reserves the right to charge Contractor for additional costs incurred by Successor Agency due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that Successor Agency has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, Successor Agency-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by Successor Agency, or outside agencies with jurisdiction over the Work; or

(11) Successor Agency's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by Successor Agency, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either Successor Agency or Contractor, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by Successor Agency. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to Successor Agency within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) **Required Contents.** The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) **Delay Days and Costs.** The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) **Supporting Documentation.** The request must also include any and all supporting documentation necessary to evidence the delay and its actual

impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to Successor Agency.

(4) **Burden of Proof.** Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) **Legal Compliance.** Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) **No Waiver.** Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of Successor Agency's right to assess liquidated damages for Non-Excusable Delay.

(7) **Dispute Resolution.** In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on Successor Agency's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, Successor Agency will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, Successor Agency will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the Successor Agency's governing body or its authorized delegee.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** Successor Agency is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, Successor Agency is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute Successor Agency's acceptance of the Project and

will not operate as a waiver of Successor Agency's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** Successor Agency's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. Successor Agency retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) **Successor Agency-Directed Changes.** Successor Agency may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with Successor Agency-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and Successor Agency have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by Successor Agency in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a Successor Agency-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that Successor Agency and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by Successor Agency. If Contractor refuses to perform the Work in dispute, Successor Agency may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, Successor Agency may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** Successor Agency may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by Successor Agency in accordance with the original Contract Documents, even if Contractor and Successor Agency have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both Successor Agency and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from Successor Agency, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from Successor Agency, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a Successor Agency-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, Successor Agency may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If Successor Agency requests that Contractor propose the terms of a Change Order, unless otherwise specified in Successor Agency's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving Successor Agency's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit Successor Agency to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use Successor Agency's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by Successor Agency.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to Successor Agency-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the Successor Agency's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by Successor Agency in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, Successor Agency may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the Successor Agency believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

(A) **Permits, Fees, and City Business License.** Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide Successor Agency with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that Successor Agency is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the Successor Agency prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever

comes first. Contractor must promptly repair any damage to Successor Agency's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with Successor Agency's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by Successor Agency, Contractor must acquire, use and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide Successor Agency with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding Successor Agency harmless from any related liability, in a form acceptable to Successor Agency's legal counsel.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

7.4 Signs. No signs may be displayed on or about Successor Agency's property, except signage which is required by Laws or by the Contract Documents, without Successor Agency's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the Successor Agency has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by Successor Agency, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, Successor Agency's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for Successor Agency, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to Successor Agency's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; Successor Agency's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify Successor Agency and establish a plan, subject to Successor Agency's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at Successor Agency's request, any objects or material from the Project site that Successor Agency will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, Successor Agency may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless Successor Agency approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from Successor Agency.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the Successor Agency and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to Successor Agency's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the Successor Agency of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to Successor Agency of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if

applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to Successor Agency.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until Successor Agency has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **Successor Agency-Provided.** If the Work includes installation of materials or equipment to be provided by Successor Agency, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify Successor Agency of any defects discovered in Successor Agency-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

7.7 Substitutions.

(A) **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by Successor Agency, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award

of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. Successor Agency has sole discretion to determine whether a proposed substitution is equal, and Successor Agency's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by Successor Agency.

(F) **Contractor's Obligations.** Successor Agency's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by Successor Agency at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither Successor Agency's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with Successor Agency in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized Successor Agency holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse Successor Agency for the cost of the overtime inspection or testing. Such costs, including the Successor Agency's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) **Responsibility for Costs.** Successor Agency will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by Successor Agency, subject to the following exceptions:

- (1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at Successor Agency's hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by Successor Agency.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to Successor Agency's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If Successor Agency determines that the dust control is not adequate, Successor Agency may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site

and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by Successor Agency, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by Successor Agency.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any Successor Agency clean up order, Successor Agency may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to Successor Agency three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for Successor Agency to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to Successor Agency at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to Successor Agency for review.

(B) **Training.** Contractor or its Subcontractors must train Successor Agency's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Successor Agency may withhold the estimated cost for Successor Agency to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of Successor Agency. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by Successor Agency in the Contract Documents, Contractor must immediately provide written notice to Successor Agency and the utility. Successor Agency assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by Successor Agency's failure to provide for removal or relocation of the utility facilities.

- 7.13 Notice of Excavation.** Contractor must comply with all applicable requirements in Government Code §§ 4216 through 4216.5, which are incorporated by reference herein. Government Code § 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert, at least two working days, but not more than 14 calendar days, before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations. Contractor may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.
- 7.14 Trenching and Excavations of Four Feet or More.** As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.
- (A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to Successor Agency if Contractor finds any of the following conditions:
- (1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;
 - (2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or
 - (3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.
- (B) **Successor Agency Investigation.** Successor Agency will promptly investigate the conditions and if Successor Agency finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Successor Agency will issue a Change Order.
- (C) **Disputes.** In the event that a dispute arises between Successor Agency and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by Successor Agency, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and Successor Agency.
- 7.15 Trenching of Five Feet or More.** As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to Successor Agency for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use

of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

- 7.16 New Utility Connections.** Except as otherwise specified, Successor Agency will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify Successor Agency sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.
- 7.17 Lines and Grades.** Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.
- 7.18 Historic or Archeological Items.**
- (A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").
- (B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by Successor Agency. If required by Successor Agency, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At Successor Agency's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.
- 7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.
- (A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").
- (B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in Successor Agency's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must

comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

- 7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.
- 7.21 Mined Materials.** Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which may be accessed online at: <https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx>.

Article 8 - Payment

- 8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that Successor Agency has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

- 8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** Successor Agency will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. Successor Agency will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. Successor Agency may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. Successor Agency may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, Successor Agency may withhold or deduct an amount based on the Successor Agency's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, Successor Agency may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, Successor Agency may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, Successor Agency may withhold or deduct an amount based on the Successor Agency's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, Successor Agency may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, Successor Agency may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, Successor Agency may withhold or deduct an amount based on the Successor Agency's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by Successor Agency, when accepted Shop Drawings are required before proceeding with the Work, Successor Agency may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, Successor Agency may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, Successor Agency may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither Successor Agency's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. Successor Agency will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following Successor Agency's acceptance of the Project.

(A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by Successor Agency. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by Successor Agency's legal counsel. If Successor Agency exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes Successor Agency's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegatee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by Successor Agency's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** Pursuant to Civil Code § 9358, Successor Agency will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by Successor Agency for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** Successor Agency reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if Successor Agency determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the Successor

Agency's legal counsel. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between Successor Agency and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

- 8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, Successor Agency reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that Successor Agency acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to Successor Agency exceeds the amount of Final Payment, Successor Agency retains the right to recover the balance from Contractor or its sureties.
- 8.8 Release of Claims.** Successor Agency may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing Successor Agency with a written waiver and release of all claims against Successor Agency arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to Successor Agency free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to Successor Agency as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

(C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the Successor Agency and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to Successor Agency as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to Successor Agency, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon

request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

- 9.5 Labor Compliance.** Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

- 10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.
- (A) **Reporting Requirements.** Contractor must immediately notify the Successor Agency of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to Successor Agency of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to Successor Agency.
- (B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide Successor Agency with copies of all notices required by Laws.
- (C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.
- (D) **Remedies.** If Successor Agency determines, in its sole discretion, that any part of the Work or Project site is unsafe, Successor Agency may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to Successor Agency's satisfaction. If Contractor fails to promptly take the required corrective measures, Successor Agency may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with Successor Agency's request for corrective measures pursuant to this provision.
- 10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to Successor Agency. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and Successor Agency.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the Successor Agency if, under the circumstances, there is inadequate time to seek prior authorization from the Successor Agency.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to Successor Agency requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, Successor Agency will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include Successor Agency's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the Successor Agency or by a third party retained by the Successor Agency due to Contractor's failure to timely complete any such outstanding item.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by Successor Agency's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to Successor Agency's satisfaction.

(C) **Acceptance.** The Project will be considered accepted upon action by the Successor Agency's governing body during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the Successor Agency may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) **Final Payment and Release of Retention.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, Successor Agency may withhold up to 150% of Successor Agency's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At Successor Agency's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply Successor Agency with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from Successor Agency to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to Successor Agency's satisfaction.

(F) **Successor Agency's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by Successor Agency, or sooner if required by the circumstances, Successor Agency may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse Successor Agency for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, Successor Agency may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse Successor Agency for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse Successor Agency for its costs to repair under subsections (F) or (G), above, within 30 days following Successor Agency's submission of a demand for payment pursuant to this provision. If Successor Agency is required to initiate legal action to compel Contractor's compliance with this provision, and Successor Agency is the prevailing party in such action, Contractor and its surety are solely responsible for all of Successor Agency's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs Successor Agency incurs to correct the defective Work.

11.3 Use Prior to Final Completion. Successor Agency reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if Successor Agency has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of Successor Agency's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **Successor Agency's Responsibility.** Successor Agency will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any

Subcontractor performs Work on the Project prior to Successor Agency acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to Successor Agency in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by Successor Agency, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and Successor Agency. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to Successor Agency in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by Successor Agency.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(E) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and Successor Agency.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to Successor Agency in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of Successor Agency's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of Successor Agency's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

- a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
- b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
- c. A chronology of relevant events; and
- d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) **Submission Deadlines.**

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that Successor Agency notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 Successor Agency's Response. Successor Agency will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of Successor Agency and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if Successor Agency determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, Successor Agency may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that Successor Agency may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of Successor Agency and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by Successor Agency to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes Successor Agency's written response, or Successor Agency fails to respond within the specified time, within 15 days of receipt of Successor Agency's response or within 15 days of Successor Agency's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify Successor Agency of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify Successor Agency of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, Successor Agency will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near Successor Agency's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, Successor Agency will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the Successor Agency issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the Successor Agency issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, Successor Agency and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) Government Code Claims.

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims. This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 Arbitration. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The Successor Agency will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the Successor Agency's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the Successor Agency reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by Successor Agency. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

- 13.1 Suspension for Cause.** In addition to all other remedies available to Successor Agency, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, Successor Agency may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to Successor Agency's satisfaction.

(A) **Notice of Suspension.** Upon receipt of Successor Agency's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) **Resumption of Work.** Upon receipt of the Successor Agency's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) **No Duty to Suspend.** Successor Agency's right to suspend the Work will not give rise to a duty to suspend the Work, and Successor Agency's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. Successor Agency reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for Successor Agency's convenience. Upon notice by Successor Agency pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by Successor Agency except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. Successor Agency may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon Successor Agency's declaration that Contractor is in default due to a material breach of the Contract Documents, if Successor Agency determines that the default is curable, Successor Agency will afford Contractor the opportunity to cure the default within ten days of Successor Agency's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, Successor Agency may issue written notice to Contractor and its performance bond surety of Successor Agency's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), Successor Agency may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that Successor Agency determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by Successor Agency to complete the Work following termination, where "additional cost" means all cost in excess of the cost Successor Agency would have incurred if Contractor had timely completed Work without the default and termination. In addition, Successor Agency will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on Successor Agency property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to Successor Agency of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to Successor Agency's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by Successor Agency, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from Successor Agency of the total compensation to be paid by Successor Agency.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. Successor Agency reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of Successor Agency's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to

Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by Successor Agency pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from Successor Agency of total compensation to be paid by Successor Agency.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, Successor Agency may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to Successor Agency.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to Successor Agency all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with Successor Agency's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with Successor Agency's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to Successor Agency or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to Successor Agency's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to Successor Agency.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for

Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to Successor Agency all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time Successor Agency tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** Successor Agency's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by Successor Agency. Successor Agency's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by Successor Agency.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

Special Conditions

These Special Conditions modify and/or supplement the General Conditions as set forth herein. All provisions in the General Conditions remain in full force and effect, except as expressly stated below.

1. **Contractor's Representatives.** In addition to the requirements set forth in Section 2.2 of the General Conditions, Contractor must comply with the following:
 - 1.1 **Contractor's Primary Representative.** Contractor's primary representative for the Project shall have a minimum of five years of experience performing activities similar to those they will perform during the Work; documentation of such experience shall be submitted to Successor Agency in writing within 10 days of issuance of Notice to Proceed. Successor Agency's approval of the primary representative is required before the Work commences. If Successor Agency is not satisfied with the primary representative's performance, Successor Agency may request a qualified replacement of the primary representative. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until a primary representative is approved. Contractor must provide written notice to Successor Agency, as soon as practicable, before replacing the primary representative.
 - 1.2 **On-Site Superintendent.** Contractor's on-site superintendent shall have a minimum of five years of experience performing activities similar to those they will perform during the Work; documentation of such experience shall be submitted to Successor Agency in writing within 10 days of issuance of Notice to Proceed.
2. **Insurance Requirements.** The insurance requirements under Section 4.3 of the General Conditions are modified for this Contract, as set forth below. Except as expressly stated below, all other provisions in Section 4.3 are unchanged and remain in full force and effect.
 - 2.1 **Commercial General Liability ("CGL") Insurance.** The CGL insurance policy limits set forth in subsection 4.3(A)(1) of the General Conditions are modified for this Contract to require at least \$5,000,000 per occurrence and at least \$8,000,000 general aggregate.
 - 2.2 **Automobile Liability Insurance.** The automobile liability insurance policy limits set forth in subsection 4.3(A)(2) of the General Conditions are modified for this Contract to require at least \$5,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability. Contractor must provide insurance as specified by Insurance Services Office Form Number CA 0001 (Ed. 12/93), code 1 (any auto), with an MCS 90 endorsement and a CA9948 endorsement attached if hazardous materials are to be transported as part of the Contractor's Work under this Contract.
 - 2.3 **Pollution Liability Insurance.** Subsection 4.3(A)(4) of the General Conditions is revised to read: "Pollution liability insurance coverage must be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$5,000,000 per claim. All activities contemplated in this Contract must be specifically scheduled on the policy as "covered operations." The policy

must provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The pollution liability insurance policy shall not contain asbestos exclusions.”

2.4 Builders Risk Insurance Waived. The builder’s risk insurance policy requirement set forth in subsection 4.3(A)(5) of the General Conditions is hereby waived and does not apply to this Contract.

2.5 Additional Policies and Limits. Subsection 4.3(A) of the General Conditions is modified to add the additional insurance policies and limits set forth below. The policies listed below must include the specific endorsements set forth in subsection 4.3(D).

(A) Pollution Legal Liability Insurance for Disposal or Treatment Facility.

The pollution legal liability insurance policy for disposal or treatment facilities must provide coverage of at least \$5,000,000 per person, \$5,000,000 for each occurrence, and \$10,000,000 annual aggregate for bodily injury and property damage and \$5,000,000 for each occurrence and \$10,000,000 annual aggregate for defense.

(B) Railroad Protective Liability Insurance. The railroad protective liability insurance policy must provide coverage of at least \$2,000,000 for each occurrence and \$6,000,000 annual aggregate, or as otherwise required by Union Pacific Railroad.

(C) Professional Liability Insurance. The professional liability insurance policy for professional services to be provided by Contractor must provide coverage of at least \$1,000,000 annual aggregate and \$1,000,000 for each occurrence.

2.6 Additional Insured Endorsement. The endorsement required by subsection 4.3(D)(1) of the General Conditions is modified to add the following as named Additional Insureds: EKI Environment & Water, Inc., MCK Americas, Inc., Union Pacific Railroad, Fellows & Monde LLC, and Four Studios Limited Partnership.

2.7 Additional Insured Endorsement Forms. The last sentence of subsection 4.3(D)(1) of the General Conditions is revised to read: The additional insured endorsement must be provided using Insurance Services Office forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or equivalent form(s) approved by the Successor Agency.

3. Scheduling Software. The first sentence of Section 5.2 of the General Conditions is revised to read: “Contractor must prepare all schedules using Primavera P6 software, or approved equal, and must provide the schedules in electronic and paper form as requested by Successor Agency.”

4. Construction Milestones. In addition to the requirements set forth in Section 5.2(A) of the General Conditions, Contractor must include Construction Milestones in the baseline schedule for each plan submittal to be favorably reviewed by Successor Agency, Union Pacific Railroad, Department of Toxic Substances Control, or other reviewer described in the Technical Specifications. “Construction Milestones” mean activities identified in the baseline schedule which the Contractor must complete before following activities may commence. Each Construction Milestone must be clearly linked to the activities described in the Technical Specifications as following each Construction Milestone.

5. **Authorized Work Hours.** Except as expressly authorized in writing by Successor Agency, Contractor is limited to performing Work on the Project during the following hours: 7:00 a.m. to 6:00 p.m. Use of impact tools (e.g., hoe rams, jack hammers, pavement breakers, and rock drills) and similarly loud construction equipment shall be limited to the hours of 8:00 a.m. to 5:00 p.m. During each Working Day, the last truck arrivals to the Project site shall be no later than 4:00 p.m.
6. **Project Site.** The following sentence from Section 7.5(B) of the General Conditions is deleted in its entirety and does not apply to this Contract: "Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates."
7. **Historic or Archeological Items.** The first sentence of Section 7.18(B) of the General Conditions is revised to read: "Upon discovery of any potential Historic or Archeological Items, Work must be stopped within a 25-foot radius of the find and may not resume until authorized in writing by Successor Agency."
8. **Storm Water Plan.** The first sentence of Section 7.19(B) of the General Conditions is revised to read: "A copy of the Storm Water Plan (SWP) is included in Attachment A to the Specifications, and Contractor must comply with the SWP and the Construction General Permit (Stormwater Permit) requirements (per Section 01300) without adjustment of the Contract Price or the Contract Time."
9. **Pre-Construction Conference.** Successor Agency will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between Successor Agency and Contractor will be discussed, and Contractor must present Successor Agency with the following information or documents at the meeting for Successor Agency's review and acceptance before the Work commences:
 - 9.1 Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
 - 9.2 List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
 - 9.3 Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
 - 9.4 If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
 - 9.5 Draft baseline schedule for the Work as required under Section 5.2 of the General Conditions, to be finalized within ten days after Successor Agency issues the Notice to Proceed;
 - 9.6 Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
 - 9.7 Schedule with list of Project submittals that require Successor Agency review, and list of the proposed material suppliers;
 - 9.8 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;

- 9.9** Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
- 9.10** If requested by Successor Agency, Contractor's cash flow projections; and
- 9.11** Any other documents specified in the Special Conditions or Notice of Potential Award.
- 10. Construction Manager Role and Authority.** MCK Americas, Inc. is the Construction Manager and Project Manager for this Project. The Construction Manager will assist Successor Agency in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing Successor Agency with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with the Construction Manager's contract with Successor Agency.
- 10.1 Communications.** Contractor must submit all notices and communications relating to the Work directly to the Construction Manager in writing with a copy to the Engineer using the contact information furnished upon commencement of the Work.
- 10.2 On-Site Management and Communication Procedures.** The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of Successor Agency and will establish and implement coordination and communication procedures among Successor Agency, the Design Professional, Contractor, and others.
- 10.3 Contract Administration Procedures.** The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.
- 10.4 Pre-Construction Conference.** Contractor will attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.
- 10.5 Contractor's Construction Schedule.** The Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.
- 11. Normal Weather Delay Days.** This provision is intended to supplement the requirements of General Conditions Section 5.2 on Schedule Requirements and Section 5.3 on Delays and Extensions of Contract Time.

The second sentence of Section 5.3(C) of the General Conditions is revised to read:
"Adverse weather conditions may include rain that exceeds 0.1 inches, saturated soil, and Project site clean-up required due to adverse weather."

Based on historic records for the Project location, Contractor's schedule should assume the following number of normal Weather Delay Days for each month:

Month	# Normal Weather Delay Days
January	9
February	9
March	9
April	7
May	5
June	2
July	0
August	0
September	0
October	4
November	8
December	9

Weather Delay Days which do not occur during a given month based on the number of days allocated for that month (above) do not carry over to another month.

Weather Delay Days shall be included at the end of the baseline schedule as a discrete task on the critical path.

TECHNICAL SPECIFICATIONS

FMW SITE DEMOLITION AND EXCAVATION PROJECT

EPW No. 23 EPW003

5679 HORTON STREET,
EMERYVILLE, CALIFORNIA

June 2023 – DRAFT

Prepared for:

The City of Emeryville as Successor Agency
to the City of Emeryville Redevelopment Agency
1333 Park Avenue
Emeryville, California

**THE SPECIFICATIONS CONTAINED HEREIN HAVE BEEN PREPARED UNDER THE DIRECTION OF THE
FOLLOWING LICENSED INDIVIDUALS:**

Robert W. Plybon, P.E.
EKI Environment & Water, Inc.
2001 Junipero Serra Blvd., Suite 300
Daly City, California 94014

Date Signed:

Hui Li, P.E.
EKI Environment & Water, Inc.
2001 Junipero Serra Blvd., Suite 300
Daly City, California 94014

Date Signed:

John DeWitt, P.E.
EKI Environment & Water, Inc.
2001 Junipero Serra Blvd., Suite 300
Daly City, California 94014

Date Signed:

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TECHNICAL DRAWINGS

Sheet 1 Title Sheet and Vicinity Map
Sheet 2 Existing Site Conditions
Sheet 3 Above-grade Demolition
Sheet 4 Below-grade Demolition & Excavation – Overview
Sheet 5 Below-grade Demolition & Excavation – Target Elevations
Sheet 6A Site Restoration and Grading Plan
Sheet 6B Site Restoration and Grading Plan – With Alternates
Sheet 7 Sections and Details

ATTACHMENTS – INCORPORATED INTO CONTRACT DOCUMENTS

The following appendices to the *Draft Remedial Design and Implementation Plan*, Former Marchant/Whitney Site, 5679 Horton Street, Emeryville, California, prepared by EKI Environment & Water, Inc., dated May 2023 (Draft RDIP; Attachment A):

- Appendix B: Dust, Vapor, and Odor Control Plan;
- Appendix C: Decontamination Plan;
- Appendix D: Traffic Control and Waste Disposal Plan;
- Appendix E: Storm Water Plan (SWP);
- Appendix G: Sampling and Analysis Plan (SAP); and

- Appendix L: Mitigation Monitoring and Reporting Program (MMRP).

The following appendix to the *Initial Study/Mitigated Negative Declaration*, Former Marchant-Whitney Site Remedial Action Plan, 5679 Horton Street, Emeryville, California, prepared by Baseline Environmental Consulting, dated October 2022 (IS/MND; Attachment B):

- Appendix G: *Archaeological Monitoring Plan*.

ATTACHMENTS – PROVIDED “FOR REFERENCE ONLY” (See General Conditions, Section 3.4)

Attachment A: *Draft Remedial Design and Implementation Plan*, Former Marchant/Whitney Site, 5679 Horton Street, Emeryville, California, prepared by EKI Environment & Water, Inc., dated May 2023 (Draft RDIP). Including the following appendices:

- Appendix A: EKI Site-Specific Health and Safety Plan (HSP);
- Appendix F: Perimeter Air Monitoring Plan;
- Appendix H: Quality Assurance Project Plan (QAPP);

Attachment B: *Initial Study/Mitigated Negative Declaration*, Former Marchant-Whitney Site Remedial Action Plan, 5679 Horton Street, Emeryville, California, prepared by Baseline Environmental Consulting, dated October 2022. (IS/MND)

Attachment C: *Hazardous Materials Survey Report*, 5679 Horton Street, Emeryville, California, prepared by Terracon Consultants, Inc., dated 31 May 2023. (Building Materials Report)

Attachment D: *Final Feasibility Study/Remedial Action Plan*, Former Marchant/Whitney Site Remedial Action Plan, 5679 Horton Street, Emeryville, California, prepared by EKI Environment & Water, Inc., dated 12 April 2023. (FS/RAP)

Attachment E: Union Pacific Railroad Reference Materials, including:

Union Pacific Railroad Public Projects Manual, Version 001, July 30, 2021.

Guidelines for Railroad Grade Separation Projects, Union Pacific Railroad and BNSF Railway, May 2016.

Guidelines for Temporary Shoring, Union Pacific Railroad and BNSF Railway, December 2021.

Guidelines for Preparation of a Bridge Demolition and Removal Plan for Structures over Railroads, Union Pacific Railroad, March 1998.

Attachment F: *Excavation, Shoring and Backfill Recommendations*, Former Marchant/Whitney Site, ENGEO Incorporated, 6 April 2023, revised 2 May 2023. (Geotechnical Recommendations)

- Attachment G: City of Emeryville Waste Management Reference Materials, including:
- Waste Management Plan – Post-Demolition/Construction* dated 7/1/17 and
Waste Management Plan – Pre-Demolition and Construction dated 7/1/16;
- Construction and Demolition Waste Management Plan Guide*, City of
Emeryville, effective date 2 November 2017; and
- PCBs in Priority Building Materials: Model Screening Assessment Applicant
Package*, City of Emeryville, July 2019.
- Attachment H: *Application for Authority to Construct and Permit to Operate for Tenting
Abatement System (Modification to Application #28449, Plant #23788)*, Former
Marchant/Whitney Site, 5679 Horton Street, Emeryville, California. 17 March
2023. (BAAQMD Tent Permit Application)
- Attachment I: DTSC Guidance, *Information Advisory Clean Imported Fill Material*, October
2001
- Attachment J: Excerpts from As-Built Drawing Set, South Bayfront Pedestrian Bicycle Bridge to
the South of the Former Marchant/Whitney Site
- Attachment K: Arborist’s Assessment for Trees Along Horton Street, The Professional Tree
Care Company, March 2023 (Arborist’s Assessment)
- Attachment L: Original Architectural Drawings for the Former Marchant/Whitney Site
Building, 1963
- Attachment M: *Work Plan for Pre-Excavation Characterization Sampling*, Former
Marchant/Whitney Site, 5679 Horton St, Emeryville, California, EKI
Environment & Water, Inc., 27 April 2023. (Pre-Characterization Work Plan)

**DEFINITIONS AS USED IN THE TECHNICAL SPECIFICATIONS – OTHER DEFINITIONS ARE AS
DEFINED IN ARTICLE 1 OF THE GENERAL CONDITIONS**

“Competent Person” means, for the purposes of the Technical Specifications, a person as defined by the Occupational Safety and Health Administration (OSHA) and the Code of Federal Regulations 1926.32(f) as being “capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.”

“DTSC” is the State of California Environmental Protection Agency, Department of Toxic Substances Control.

“EKI” is EKI Environment & Water, Inc.

“Site” means, for the purposes of the Technical Specifications, the property owned by Successor Agency located at 5679 Horton Street, Emeryville, California that includes APN 49-1552-1 (1.58 acres) and 49-1319-1-20 (0.18 acres).

SECTION 01010 – SUMMARY OF WORK AND MEASUREMENT & PAYMENT

PART 1 – GENERAL

1.1 General

This Section provides a summary of Work to be performed in accordance with these Contract Documents. All Work is to be done in accordance with applicable Laws.

1.2 Site Description and History

- A. An approximately 47,000 square foot single-story warehouse building with an approximately 6-inch-thick concrete slab is located at the Site. Access into the building is limited to one roll-up door on the western end of the north wall of the building and two pedestrian doors at the northeast and southwest corners of the building. The remainder of the Site is a paved parking lot and driveway and a paved outdoor fenced storage area with minor landscaping. The paved area is paved with approximately 30,000 square feet of 4-inch-thick (thinner or thicker in some areas) asphaltic concrete. On-Site landscaping is limited to a small area (approximately 80 square feet) in front of the main entrance to the building and a strip of trees along Horton Street.
- B. The Site is immediately bounded by industrial/commercial properties to the north, Union Pacific Railroad (UPRR) tracks to the west, Horton Street to the east, and Horton Landing Park to the south. Horton Landing Park is part of the Emeryville Greenway, which is a network of bike paths, walking trails, and parks/open space throughout the City. The section of Horton Street in front of the Site is also a City-designated bike boulevard that extends north/south from between 40th Street and 65th Street along Horton Street/Overland Avenue. The southeast corner of the Site is located at the Horton Street and Stanford Avenue intersection. Stanford Avenue, between Horton Street to Doyle Street, is also a City-designated bike boulevard.
- C. Space is limited at the Site. Contractor shall phase the Work such that larger vehicles or equipment entering the Site, the building, or tent can enter and exit the Site. Contractor shall clearly define and communicate Work areas in accordance with Contractor's favorably reviewed Operations and Phasing Plan to efficiently execute the Work.
- D. A hazardous material survey of the above-ground portions of the Site building was performed by Successor Agency; results are included in Attachment C.
- E. Previous investigations indicated that the primary chemicals of concern (COCs) in soil and groundwater at the Site are volatile organic compounds (VOCs), metals, and total petroleum hydrocarbons (TPH). Concentrations of COCs detected in soil and groundwater samples collected at the Site are included in the FS/RAP (Attachment D).
- F. The Work includes digging to at least 10 feet below ground surface (bgs) in a portion of the Site. The groundwater table at the Site is anticipated to be found at 5 to 10 feet bgs (refer to FS/RAP; Attachment D). Groundwater is contaminated with Site COCs and may contain separate phase liquid (SPL). Contractor shall implement all measures possible to reduce the amount of dewatering water generated during the Work, as described further in these Specifications.

1.3 General Scope of Work and Measurement and Payment

- A. The Work includes demolition of the above-grade building and other features within the Site identified on the Drawings, Site-wide excavation and below-grade demolition to the extents shown on the Drawings, and other Work as described in the Contract Documents. Contractor shall properly dispose of or recycle all demolition debris, asphalt, and concrete in accordance with the Contract Documents. Contractor shall properly dispose of all excavated soil, and, as necessary, collect and dispose of dewatering water and separate phase liquid in accordance with the Contract Documents. Work includes all personnel, supervision, services, field labor, materials, tools, fuels, fees, bonds, insurance, taxes, equipment and supplies to perform the Work, and ancillary and appurtenant tasks to perform the Work and to furnish a complete fully functioning Project.
- B. Contractor shall be fully responsible for means, methods, sequencing, scheduling, procedures, and techniques. Contractor shall be completely responsible for worker, visitor, and public health, safety and security. This responsibility is complete and continuous and is not limited to working hours.
- C. The primary tasks to be performed, as listed in the Bid Schedule and more fully described in these Specifications and on the Drawings, include but are not limited to (not necessarily in the order of occurrence):

- 1. **Pre-Mobilization:** Perform preparatory activities described in the General Conditions, including provision of bonding and proof of insurance. Prepare, submit, and re-submit required submittals until favorably reviewed by Successor Agency, and if required, DTSC, UPRR, or other reviewing party. Make other preparations needed to mobilize to the Site. Prepare a Contractor Site-specific Health and Safety Plan (Contractor's HSP); Traffic Control and Waste Transportation Plan Addendum including Construction Management Plan; Operations and Phasing Plan; Above-Grade Demolition Plan; Noise Mitigation Plan; Excavation Support Plan; Waste Management Plan; Stockpile and Drum Management Plan; Tenting Plan; and Asbestos, Lead, and Other Hazardous Materials Abatement Work Plan.

As deemed necessary by Contractor, prepare Addenda to EKI's Decontamination Plan and Dust, Odor, and Vapor Control Plan.

Obtain and pay for all required permits and make all required notifications for the Work, including but not limited to: obtain permits as required by the City, including but not limited to building permit(s), grading permit, demolition permit, encroachment permit, and private sewer lateral permit; notify Underground Services Alert (USA); obtain any required OSHA or other excavation permits; provide notifications to the Bay Area Air Quality Management District (BAAQMD); provide notifications in accordance with Contractor's Noise Mitigation Plan; provide notifications to East Bay Municipal Utility District (EBMUD); provide notifications to Pacific Gas & Electric (PG&E); provide notifications to any other utility companies with utility infrastructure at the Site as identified by USA; and provide notifications and obtain favorable review for plans as required by UPRR. Contractor is not responsible for obtaining a BAAQMD permit for Contractor's tent and air ventilation and treatment system.

Measurement and Payment: The basis of payment will be lump sum.

2. **Mobilization and De-Mobilization:** Mobilize and de-mobilize crew, equipment, and materials to and from the Site to perform the Work, unless explicitly included in another bid item. Decontaminate and remove all materials and equipment brought to the Site that are not permanently installed as part of the Work. Leave the Site clear of debris.

Measurement and Payment: The basis of payment will be lump sum.

3. **Site Preparation and Restoration:** Erect temporary fencing for Site security and dust control with adjustments and additions throughout the Work as necessary; erect temporary safety barriers, noise barriers, and other noise mitigation measures; install construction entrances and exits; remove landscaping to ground surface where not marked for protection; install protected pedestrian entrances/exits and walkways for occupants of neighboring properties; install construction field office for Contractor and separate field office for Successor Agency; provide temporary electricity to the Site either using generators or temporary PG&E connection; provide temporary water service in order to support the Work, including for dust control and decontamination; provide temporary sanitation service; perform Site preparatory activities, including but not limited to review of available utility information and locating existing buried utilities with a private utility locator; install protection for utilities, monitoring wells, and other Site features as necessary and where marked for protection on the Drawings; disconnect (and cap as appropriate) utilities prior to demolition activities, including but not limited to sanitary sewer, electrical, water, and gas; and obtain, pay for, and post all required Project signage, including detour signage. Install decontamination pad(s). Maintain and move fencing, barriers, construction entrances, utilities, field offices, protections, signage, decontamination pad(s), and any other features installed during mobilization and Site preparation as necessary throughout the Work and in accordance with Contractor's favorably reviewed Operations and Phasing Plan. Load, transport, and dispose of waste appropriate for municipal disposal (e.g., common trash generated during the Work) at off-Site disposal facilities favorably reviewed by Successor Agency. Identify Noise Disturbance Coordinator and implement favorably reviewed Noise Mitigation Plan. Work includes all activities required by Contractor to prepare the Site for Work.

Restore Site and off-Site conditions prior to de-mobilization.

Installation of permanent fencing, including permanent fencing installed prior to demolition and excavation activities, is included in bid item 50.

Measurement and Payment: The basis of payment will be lump sum.

4. **SWP Addendum, SWPPP, General Permit Coverage, and BMPs:** Prepare an addendum to EKI's SWP if deemed necessary by Contractor. Prepare a Storm Water Pollution Prevention Plan (SWPPP). Obtain coverage under the *General Permit for Storm Water Discharges Associated with Construction Activity*, Water Quality Order 2022-0057-DWQ (2022 General Permit) from the State Water Resources Control Board (SWRCB). Implement the requirements of EKI's SWP and Contractor's favorably reviewed SWP Addendum (if prepared) and SWPPP. Install stormwater best management practices (BMPs) in accordance with Contractor's SWPPP. Maintain BMPs throughout the Work.

Measurement and Payment: The basis of payment will be lump sum.

5. **Lead, Asbestos and Other Hazardous Material Abatement of the Above-Grade Building and Disposal of Wastes Generated:** Remove, characterize, and dispose of asbestos-containing material, lead-containing material, and other hazardous building materials, as identified in

the provided Building Materials Report (Attachment C), in accordance with Contractor's favorably reviewed Asbestos, Lead, and Other Hazardous Materials Abatement Work Plan, and as otherwise encountered at the Site, in accordance with Laws and including submittal of proper documentation. Perform all waste sampling necessary to adequately characterize waste.

Measurement and Payment: The basis of payment will be lump sum.

6. **Above-Grade Structural Demolition and Disposal or Recycling of Wastes Generated:** Demolish Site building and associated exterior above-grade structures and features at the Site, unless identified for protection in the Drawings, to the top of the concrete slab or asphalt paving; load, transport, and dispose or recycle of general demolition debris generated during above-grade structural demolition in accordance with Laws. Original Site building architectural drawings are included in Attachment L. Includes contracting and coordinating with UPRR-approved flagging contractors and coordinating with UPRR as required. Implement dust control, traffic control, stormwater management, decontamination, noise mitigation, and any other supporting controls described in these Specifications or otherwise necessary to implement above-grade structural demolition, including all labor, equipment, and materials unless otherwise specifically described in another bid item.

Measurement and Payment: The basis of payment will be lump sum. Contractor will not be responsible for payment of direct UPRR fees; Contractor is responsible for fees incurred by UPRR-approved flagging contractors.

7. **Procure, Construct, Move, Operate, and Remove Tent and Tent Air Ventilation and Treatment System:** Procure and construct tent(s) and tent air ventilation and treatment system in accordance with Contractor's favorably reviewed Tenting Plan, including all associated appurtenances (e.g., piping to tent, exhaust stack(s), etc.). Move tent and tent air ventilation and treatment system as many times as needed during the Work to perform excavation within the tent for areas marked on the Drawings in accordance with Contractor's favorably reviewed Tenting Plan. Conduct tent and tent air ventilation and treatment system monitoring and provide documentation to Successor Agency on a daily basis. Decontaminate tent as necessary for off-Site disposal or re-use. Remove tent and dispose of tent off-Site if tent is not to be re-used. Decontaminate and remove tent air ventilation and treatment system. Procurement, installation, characterization, removal, transport, and disposal or regeneration of treatment media is included in bid items 8, 9, 10, 11, 12, and 13.

Measurement and Payment: The basis of payment will be lump sum.

8. **Procure and Install Virgin Granular Activated Carbon (GAC):** Procure virgin GAC treatment media and install initial load in Contractor's tent air ventilation and treatment system. Replace upon breakthrough, in accordance with conditions in BAAQMD permit.

Measurement and Payment: Payment will be based on a per pound basis. Weight for payment will be determined by vendor receipts. Contractor shall be responsible for submitting all vendor receipts to Successor Agency.

9. **Characterize, Remove, Transport, and Dispose of or Regenerate Spent GAC as Non-Hazardous Waste:** Characterize, remove, transport, and dispose of or regenerate spent GAC as non-hazardous waste.

Measurement and Payment: Payment will be based on a per pound basis. Weight for payment will be determined by certified disposal or regeneration certificates from disposal or regeneration facilities. Contractor shall be responsible for submitting all disposal or regeneration certificates for disposed or regenerated material to Successor Agency.

10. **Characterize, Remove, Transport, and Dispose of or Regenerate Spent GAC as Resource Conservation and Recovery Act (RCRA) Hazardous Waste:** Characterize, remove, transport, and regenerate or dispose of spent GAC as RCRA hazardous waste.

Measurement and Payment: Payment will be based on a per pound basis. Weight for payment will be determined by certified disposal certificates from disposal facilities. Contractor shall be responsible for submitting all disposal certificates for disposed material to Successor Agency.

11. **Procure and Install Potassium Permanganate:** Procure potassium permanganate treatment media and install in Contractor's tent air ventilation and treatment system.

Measurement and Payment: Payment will be based on a per pound basis. Weight for payment will be determined by vendor receipts. Contractor shall be responsible for submitting all vendor receipts to Successor Agency.

12. **Characterize, Remove, Transport, and Dispose of Spent Potassium Permanganate as Non-Hazardous Waste:** Characterize, remove, transport, and dispose of spent potassium permanganate as non-hazardous waste.

Measurement and Payment: Payment will be based on a per pound basis. Weight for payment will be determined by certified disposal certificates from disposal facilities. Contractor shall be responsible for submitting all disposal certificates for disposed material to Successor Agency.

13. **Characterize, Remove, Transport, and Dispose of Spent Potassium Permanganate as RCRA Hazardous Waste:** Characterize, remove, transport, and dispose of spent potassium permanganate as RCRA hazardous waste.

Measurement and Payment: Payment will be based on a per pound basis. Weight for payment will be determined by certified disposal certificates from disposal facilities. Contractor shall be responsible for submitting all disposal certificates for disposed material to Successor Agency.

14. **Remove and Dispose of or Recycle Existing Asphalt Pavement:** Demolish, remove, and dispose or recycle existing surficial asphaltic pavement.

Measurement and Payment: The basis of payment will be lump sum.

15. **Remove and Dispose of or Recycle Existing Concrete Slab:** Demolish, remove, and dispose or recycle existing surficial concrete cement slab, not including buried foundation features.

Measurement and Payment: The basis of payment will be lump sum.

16. **Demolish, Load, Transport and Dispose of Below-Grade Asbestos Containing Material (ACM) Pipe:** Demolish, load, and dispose of below-grade ACM asbestos cement water pipe within the extents of excavation. Contractor shall assume that existing water pipe shown on the Drawings upstream of EBMUD water meters is asbestos cement for bidding purposes.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

17. Soil Excavation and Demolition of Below-Grade Utilities and Known Features Outside of

Tent: Excavate soil outside of the area marked on the Drawings for tenting to the initial limits of excavation shown on the Drawings and marked by Successor Agency in the field. Demolish non-ACM below-grade utilities and known features within the extents of excavation, except where identified for protection. Cut and cap abandoned utilities at perimeter of excavation. Stockpile soil and load at time of off-haul, load soil into covered roll-off bins, or direct load soil as described in these Specifications. It is anticipated that soil will be pre-characterized by Successor Agency as described in these Specifications. Communicate to Successor Agency when Contractor determines initial extents of excavation have been achieved, as determined by Contractor's level and surveyed reference points or similar technology. Provide Successor Agency with safe access for collection of excavation confirmation soil samples from within the excavation and collection of stockpile or bin soil samples. Provide safe access and time for Successor Agency's surveyor to survey the total excavation area, depth, and confirmation soil sample locations.

Within the extents of excavation performed outside of tent, demolish non-ACM below-grade utilities and known features, including existing Site building foundation shown on the original architectural drawings for the Site building in Attachment L and historical buried Marchant building features (BMBF), which are approximately 6 to 36 inches thick and will be encountered across the Site at a depth of approximately 18 inches below grade. BMBF are described further in the FS/RAP (Attachment D) and Draft RDIP (Attachment A). Known buried features shall be fully removed and may extend deeper than 5 feet bgs, up to 7 feet bgs. Concrete features may be heavily reinforced. Cut and cap abandoned utilities at perimeter of excavation. Segregate and stockpile for characterization sampling or direct load demolition debris as described in these Specifications. Load stockpiled demolition debris for off-haul. Disposal of demolition debris shall be included in bid items 39 and 40.

Provide safe access for Successor Agency and Successor Agency's subcontractors including but not limited to Successor Agency's archaeologist, tribal monitor, etc. to observe all activities. Implement dust, vapor, and odor control, traffic control, stormwater management, decontamination, noise mitigation, and any other supporting controls described in these Specifications or otherwise necessary to implement excavation and demolition, including all labor, equipment, and materials, unless otherwise specifically described in another bid item.

Demolition of the geophysical anomaly identified on the Drawings shall be performed as Extra Work as described in Part 1.3.E of this section.

Measurement and Payment: The basis of payment will be lump sum.

18. Soil Excavation and Demolition of Below-Grade Utilities and Known Features Inside of Tent:

Excavate soil inside the area marked on the Drawings for tenting to the initial limits of excavation shown on the Drawings and marked by Successor Agency in the field. Stockpile soil and load at time of off-haul, load soil into covered roll-off bins, or direct load soil as described in these Specifications. It is anticipated that soil will be pre-characterized by Successor Agency as described in these Specifications. Communicate to Successor Agency when Contractor determines initial extents of excavation have been achieved, as determined by Contractor's

level and surveyed reference points or similar technology. Provide Successor Agency with safe access for collection of excavation confirmation soil samples from within the excavation and collection of stockpile or bin soil samples. Provide safe access and time for Successor Agency's surveyor to survey the total excavation area, depth, and confirmation soil sample locations.

Within the extents of excavation performed inside of tent, demolish non-ACM below-grade utilities and known features, including existing Site building foundation shown on the original architectural drawings for the Site building in Attachment L and historical BMBF, which are approximately 6 to 36 inches thick and will be encountered across the Site at a depth of approximately 18 inches below grade. BMBF are described further in the FS/RAP (Attachment D) and Draft RDIP (Attachment A). Known buried features shall be fully removed and may extend deeper than 5 feet bgs up to 7 feet bgs. Concrete features may be heavily reinforced. Cut and cap abandoned utilities at perimeter of excavation. Segregate and stockpile demolition debris for characterization sampling or direct load demolition debris as described in these Specifications. Load stockpiled demolition debris for off-haul. Disposal of demolition debris shall be included in bid items 39 and 40.

Provide safe access for Successor Agency and Successor Agency's subcontractors including but not limited to Successor Agency's archaeologist, tribal monitor, etc. to observe all excavation activities. Implement dust, vapor, and odor control, traffic control, stormwater management, decontamination, noise mitigation, and any other supporting controls described in these Specifications or otherwise necessary to implement excavation, including all labor, equipment, and materials unless otherwise specifically described in another bid item. For bidding purposes, Contractor shall assume Level B personal protective equipment (PPE) will be required for Work performed within a tent.

Demolition of the geophysical anomaly identified on the Drawings shall be performed as Extra Work as described in Part 1.3.E of this Section.

Measurement and Payment: The basis of payment will be lump sum.

19. **Excavation Support:** Provide sloping, shoring, sheeting, bracing, or other excavation support in order to achieve the initial limits of excavation and other earthwork described herein, excluding over-excavation, as determined necessary by Contractor's Competent Person and in accordance with the Geotechnical Recommendations (Attachment F), UPRR requirements, and Cal-OSHA requirements.

Measurement and Payment: The basis of payment will be lump sum.

20. **Mobilize and Rent Covered Roll-Off Bins:** Mobilize and rent covered roll-off bins for storage and transportation of waste.

Measurement and Payment: Payment will be based on a per covered roll-off bin basis. Contractor shall be responsible for tracking the number of covered roll-off bins used and submitting records to Successor Agency.

21. **Demolish Abandoned Monitoring Wells and Soil Vapor Probes:** Monitoring wells will be abandoned by Successor Agency prior to the Work. Demolish abandoned monitoring well columns within the extent of excavation. Carefully dig around stainless steel abandoned well columns and cut at the base of excavation. Demolish abandoned PVC well columns and soil vapor probes within the extent of excavation using excavator or other means. Fully remove soil vapor probes, which extend up to 5 feet bgs. Provide notification to Successor Agency

prior to demolition and allow safe access for Successor Agency to document demolished condition.

Measurement and Payment: The basis of payment will be lump sum.

22. **Excavation VOC & Odor Control Materials – F-500 Encapsulator Agent (EA) or Equal:** Obtain and mobilize F-500 EA or equal for use in controlling VOC emissions and odors during earthwork. Cost for application of purchased F-500 EA or equal shall be incorporated into items 17 and 18 of this Bid Schedule.

Measurement and Payment: Payment will be based on a per gallon basis. As described in the Specifications, Successor Agency may direct Contractor to purchase and mobilize one 275-gallon tote of F-500 EA or equal prior to commencement of earthwork. If Contractor is so directed, Contractor will be paid in full for the entirety of the initial 275-gallon volume, regardless of whether that entire volume is used. Additional payment will be based on actual usage of F-500 EA or equal beyond the initial 275-gallon volume. Contractor shall be responsible for submitting logs documenting volumetric usage to Successor Agency.

23. **Excavation VOC & Odor Control Materials – BioSolve® Pinkwater or Equal:** Obtain and mobilize BioSolve® Pinkwater or equal for use in controlling VOC emissions and odors during earthwork. Cost for application of purchased BioSolve® Pinkwater or equal shall be incorporated into item 17 and 18 of this Bid Schedule.

Measurement and Payment: Payment will be based on a per gallon basis. As described in the Specifications, Successor Agency may direct Contractor to purchase and mobilize one 275-gallon tote of BioSolve® Pinkwater or equal prior to commencement of earthwork. If Contractor is so directed, Contractor will be paid in full for the entirety of the initial 275-gallon volume, regardless of whether that entire volume is used. Additional payment will be based on actual usage of BioSolve® Pinkwater or equal beyond the initial 275-gallon volume. Contractor shall be responsible for submitting logs documenting volumetric usage to Successor Agency.

24. **Excavation VOC & Odor Control Rental – Rusmar® Pneumatic Foam Unit or Equal:** Mobilize and maintain on-Site a Rusmar® Pneumatic Foam Unit or equal for use in applying RusFoam® OC or equal. Cost for use of Rusmar® Pneumatic Foam Unit or equal in actively applying RusFoam® OC or equal shall be incorporated into item 17 and 18 of this Bid Schedule.

Measurement and Payment: Payment will be based on a per week basis. As described in the Specifications, Successor Agency may direct Contractor to mobilize one (1) Rusmar® Pneumatic Foam Unit or equal prior to commencement of excavation in areas with high soil VOC concentrations. If so directed, Contractor shall maintain the Rusmar® Pneumatic Foam Unit or equal on-Site for four (4) weeks and will be paid for the entirety of the four (4) week period, regardless of whether the Rusmar® Pneumatic Foam Unit or equal is used. Additional payment will be based on the time period of actual usage of the Rusmar® Pneumatic Foam Unit or equal. Contractor shall be responsible for submitting logs documenting mobilization dates and use of the Rusmar® Pneumatic Foam Unit or equal to Successor Agency.

25. **Excavation VOC & Odor Control Materials – RusFoam® OC or Equal:** Obtain and mobilize RusFoam® OC® or equal for use in controlling VOC emissions and odors during earthwork. Cost for application of purchased RusFoam® OC® or equal shall be incorporated into item 17 and 18 of this Bid Schedule.

Measurement and Payment: Payment will be based on a per gallon basis. As described in the Specifications, Successor Agency may direct Contractor to purchase and mobilize one 55-gallon drum of RusFoam® OC® or equal prior to commencement of earthwork. If so directed, Contractor shall be paid in full for the entirety of the initial 55-gallon volume, regardless of whether that entire volume is used. Additional payment will be based on actual usage of RusFoam® OC® or equal beyond the initial 55-gallon volume. Contractor shall be responsible for submitting logs documenting volumetric usage to Successor Agency.

26. **Mobilize, Install, Operate, and De-Mobilize Excavation Dewatering Equipment:** Mobilize, install, operate, decontaminate, and de-mobilize excavation dewatering equipment, including all pumps, piping, and appurtenances required to perform the Work. Storage vessels shall be provided under bid items 27, 28, 29, and 30.

Measurement and Payment: The basis of payment will be lump sum.

27. **Store in 55-Gallon Drums, Load, Transport, and Dispose of Non-Hazardous Water:** Provide 55-gallon drum(s). Store in 55-gallon drum(s), load, transport, and dispose of water generated from decontamination or dewatering as non-hazardous waste.

Measurement and Payment: Payment will be based on a per gallon basis. Volume for payment will be determined by certified disposal certificates from disposal facilities of each truck that enters/leaves the Site. Contractor shall be responsible for submitting all disposal certificates for disposed material to Successor Agency.

28. **Store in 20,000-Gallon Tank, Load, Transport, and Dispose of Non-Hazardous Water:** Provide 20,000-gallon tank(s). Store in approximately 20,000-gallon tank(s), load, transport, and dispose of water generated from decontamination or dewatering as non-hazardous waste.

Measurement and Payment: Payment will be based on a per gallon basis. Volume for payment will be determined by certified disposal certificates from disposal facilities of each truck that enters/leaves the Site. Contractor shall be responsible for submitting all disposal certificates for disposed material to Successor Agency.

29. **Store in 55-Gallon Drums, Load, Transport, and Dispose of Water as RCRA Hazardous Waste:** Provide 55-gallon drum(s). Store in 55-gallon drum(s), load, transport, and dispose of water generated from decontamination or dewatering as RCRA hazardous waste.

Measurement and Payment: Payment will be based on a per gallon basis. Volume for payment will be determined by certified disposal certificates from disposal facilities. Contractor shall be responsible for submitting all disposal certificates for disposed material to Successor Agency.

30. **Store in 20,000-Gallon Tank, Load, Transport, and Dispose of Water as RCRA Hazardous Waste:** Provide 20,000-gallon tank(s). Store in approximately 20,000-gallon tank(s), load, transport, and dispose of water generated from decontamination or dewatering as RCRA hazardous waste.

Measurement and Payment: Payment will be based on a per gallon basis. Volume for payment will be determined by certified disposal certificates from disposal facilities. Contractor shall be responsible for submitting all disposal certificates for disposed material to Successor Agency.

31. **Containerize, Load, Transport, and Dispose of SPL**: Containerize, load, transport, and dispose of SPL at favorably reviewed disposal facility. For the purposes of the bid, assume SPL will be disposed of as RCRA hazardous waste. Includes disposal of associated waste (e.g., absorption pads used to absorb SPL).

Measurement and Payment: Payment will be based on a per gallon basis. Volume for payment will be determined by certified disposal certificates from disposal facilities. Contractor shall be responsible for submitting all disposal certificates for disposed material to Successor Agency.

32. **Transportation and Disposal of Soil – Class II Non-Hazardous as Daily Cover**: Transport and dispose of non-hazardous soil at favorably reviewed Class II waste disposal facility as daily cover.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

33. **Transportation and Disposal of Soil – Class II Non-Hazardous in Cell at Facility regulated by BAAQMD**: Transport and dispose of non-hazardous soil in landfill cell at favorably reviewed Class II waste disposal facility regulated by BAAQMD.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

34. **Transportation and Disposal of Soil – Class II Non-Hazardous in Cell at Facility not regulated by BAAQMD**: Transport and dispose of non-hazardous soil in landfill cell at favorably reviewed Class II waste disposal facility not regulated by BAAQMD.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

35. **Transportation and Disposal of Soil – Non-RCRA Hazardous**: Transport and dispose of non-RCRA hazardous soil at favorably reviewed disposal facility.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

36. **Transportation and Disposal of Soil – RCRA Hazardous**: Transport and dispose of RCRA hazardous soil at favorably reviewed disposal facility.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

37. **Transportation, Disposal, and Incineration of Soil – RCRA Hazardous**: Transport, and dispose of RCRA hazardous soil requiring incineration at favorably reviewed disposal facility.

Measurement and Payment: Payment will be based on a per ton basis. Weight for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

38. **Transportation, Disposal, and Stabilization or Solidification of Soil – RCRA Hazardous:** Transport and dispose of RCRA hazardous soil requiring stabilization or solidification at favorably reviewed disposal facility.

Measurement and Payment: Payment will be based on a per ton basis. Weight for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

39. **Transportation and Disposal of Below-Grade Non-Hazardous Demolition Debris:** Load, transport, and dispose of below-grade non-hazardous demolition debris at favorably reviewed disposal facility, excluding surficial asphalt paving and concrete slab included in bid items 14 and 15.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

40. **Transportation and Disposal of Below-Grade Non-RCRA Hazardous Demolition Debris:** Load, transport, and dispose of below-grade non-RCRA hazardous demolition debris at favorably reviewed disposal facility.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight certificates from disposal facilities. Contractor shall be responsible for submitting all weight certificates for disposed material to Successor Agency.

41. **Import and Backfill of Class 2 Permeable Material within Saturated Zone:** Perform import material testing and prepare Import Material Information Report. Provide geotextile fabric. Purchase, import, and place favorably reviewed virgin class 2 permeable material wrapped with geotextile if backfill with general import fill is not possible within the saturated zone due to groundwater infiltration, as needed. Import material must be favorably reviewed by Successor Agency and DTSC prior to import to Site. Refer to Section 01330 – *Site Specific Plans* for the number of samples and analyses to assume for import fill for bidding purposes.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight import tickets from import sources. Contractor shall be responsible for submitting all weight import tickets for imported material to Successor Agency.

42. **Import, Backfill and Compaction of General Import Fill:** Perform import material testing and prepare Import Material Information Report(s). Purchase, import, place, and compact favorably reviewed backfill material to the specified depth and compaction. Includes purchase and placement of orange fence and geotextile fabric as described in the Specifications. Import material must be favorably reviewed by Successor Agency and DTSC prior to import to Site. Refer to Section 01330 – *Site Specific Plans* for the number of samples and analyses to assume for import fill for bidding purposes.

If the import fill provider/seller is not equipped to weigh fill prior to import using a scale meeting at a minimum the requirements of the on-Site scale described in these Specifications, provide and maintain an on-Site scale and utilize to weigh each truck load of fill material imported.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight import tickets from import sources or records generated using Contractor's on-Site scale. Contractor shall be responsible for submitting all weight import tickets and/or on-Site scale records for imported material to Successor Agency.

43. **Import, Backfill and Compaction of Class 2 Aggregate Base (A/B):** Perform import material testing and prepare Import Material Information Report. Purchase, import, place, and compact favorably reviewed virgin Class 2 A/B. Import material must be favorably reviewed by Successor Agency and DTSC prior to import to Site. Refer to Section 01330 – *Site Specific Plans* for the number of samples and analyses to assume for import fill for bidding purposes.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by certified weight import tickets from import sources. Contractor shall be responsible for submitting all weight import tickets for imported material to Successor Agency.

44. **Grading:** Grade Site in preparation for paving. Prepare sub-grade in area immediately south of 5675 Horton Street as shown on the Drawings, including excavation to 1 foot below ground surface.

Measurement and Payment: The basis of payment will be lump sum basis.

45. **Replace Sanitary Sewer Lateral for 5677 Horton Street:** Replace existing vitrified clay pipe (VCP) sanitary sewer lateral serving 5677 Horton Street where shown on the Drawings. Provide temporary service as needed during replacement. Prevent service interruption. Includes import material testing, preparation of Import Material Information Report, purchase, and backfill of pipe bedding materials and purchase of all other materials and appurtenances necessary for the Work. Import material must be favorably reviewed by Successor Agency and DTSC prior to import to Site.

Measurement and Payment: Payment will be based on a lump sum basis.

46. **Install Storm Water Infrastructure, Investigate Existing Storm Drain in Northwest Corner of Site:** With exception of rehabilitation of existing or installation of new storm drain pipe in the northwest portion of the Site (described in bid items 47 and alternate bid item 5), install new storm water infrastructure as shown on the Drawings, including new trench drains, storm drains, gutters, and manholes. Import material must be favorably reviewed by Successor Agency and DTSC prior to import to Site.

Inspect existing storm drain line in northwest portion of Site connecting existing paved over storm drain catch basin and existing functioning storm drain catch basin located to the northeast to determine if rehabilitation of existing storm drain line to a functioning state meeting the criteria in the Drawings is practicable. Report findings to Successor Agency.

Measurement and Payment: The basis of payment will be lump sum.

47. **Rehabilitate Existing Storm Drain in Northwest Corner of Site:** As instructed by Successor Agency following investigation and inspection described in bid item 46, rehabilitate existing storm drain line in northwest portion of Site connecting existing paved over storm drain catch basin and existing functioning storm drain catch basin, including all measurement and cleaning necessary to return storm drain to a functioning state meeting the criteria in the

Drawings. Install new catch basin in location of existing paved over catch basin. Import material must be favorably reviewed by Successor Agency and DTSC prior to import to Site.

Measurement and Payment: The basis of payment will be lump sum.

48. Relocate Water Meters, Install Water Laterals, and Riser Assembly for 5679 Horton Street:

Install water laterals and riser assembly to serve 5679 Horton Street. Relocate existing water meters in accordance with EBMUD requirements. Includes import material testing, preparation of Import Material Information Report, purchase, and backfill of pipe bedding materials and purchase of all other materials and appurtenances necessary for the Work. Import material must be favorably reviewed by Successor Agency and DTSC prior to import to Site.

Measurement and Payment: The basis of payment will be lump sum.

49. Install Sanitary Sewer Manhole for 5679 Horton Street: Install sanitary sewer lateral and manhole to serve 5679 Horton Street. Includes import material testing, preparation of Import Material Information Report, purchase, and backfill of pipe bedding materials and purchase of all other materials and appurtenances necessary for the Work. Import material must be favorably reviewed by Successor Agency and DTSC prior to import to Site.

Measurement and Payment: The basis of payment will be lump sum.

50. Install Permanent Fence and Gates: Install permanent fencing and gates.

Measurement and Payment: The basis of payment will be lump sum.

51. Paving and Striping: Pave and stripe in accordance with the Drawings.

Measurement and Payment: The basis of payment will be lump sum.

- D. The following tasks may be necessary as alternates to bid items above, as directed by Successor Agency and as more fully described in the Contract Documents. These alternates do not apply unless specifically included in the Contract at time of award or added via a post-award Change Order.

1. **Excavation, Below-Grade Demolition, Backfill, and Restoration – Alternative Area A:** As directed by Successor Agency, excavate soil to the limits of Alternative Area A shown on the Drawings and marked by Successor Agency in the field. Provide shoring as needed to protect neighboring off-Site structures and utilities. Coordinate with EBMUD and protect existing EBMUD water main and appurtenances in place. Protect in-place or remove and replace existing utilities without causing utility service interruption to 5675 and 5677 Horton Street. Coordinate phased access to 5675 and 5677 Horton Street building entrances for occupants with Successor Agency. Coordinate temporary fire department access for 5675 and 5677 Horton Street with Alameda County Fire Department during the Work. Demolish non-ACM below-grade utilities within extents of excavation, except where identified for protection. Cut and cap abandoned utilities at perimeter of excavation. Stockpile soil and load at time of off-haul, load soil into covered roll-off bins, or direct load soil as described in these Specifications. Communicate to Successor Agency when Contractor determines extents of excavation have been achieved, as determined by Contractor's level and surveyed reference points or similar technology. Provide safe access and time for Successor Agency's surveyor to survey the total excavation area, depth, and confirmation soil sample locations. Provide safe access for Successor Agency and Successor Agency's subcontractors including but not limited to Successor Agency's archaeologist, tribal monitor, etc.

to observe all excavation activities. Implement dust, vapor, and odor control, traffic control, stormwater management, decontamination, dewatering, noise mitigation, and any other supporting controls described in these Specifications or otherwise necessary to implement excavation, including all labor, equipment, and materials unless otherwise specifically described in another bid item.

Transportation and disposal of waste shall be performed under bid items 31 through 40. Import and backfill shall be performed under bid items 41 through 43. Paving shall be performed under bid item 51.

Measurement and Payment: The basis of payment will be lump sum.

2. **Excavation, Below-Grade Demolition, Backfill, and Restoration – Alternative Area B:** As directed by Successor Agency, excavate soil to the limits of Alternative Area B shown on the Drawings and marked by Successor Agency in the field. Provide shoring as needed to protect neighboring off-Site structures and utilities. Protect existing power pole in excavation area. Remove and replace existing street light within excavation area. Remove and replace existing trees within excavation area. Demolish non-ACM below-grade utilities within extents of excavation, except where identified for protection. Cut and cap abandoned utilities at perimeter of excavation. Stockpile soil and load at time of off-haul, load soil into covered roll-off bins, or direct load soil as described in these Specifications. Communicate to Successor Agency when Contractor determines extents of excavation have been achieved, as determined by Contractor's level and surveyed reference points or similar technology. Provide safe access and time for Successor Agency's surveyor to survey the total excavation area, depth, and confirmation soil sample locations. Provide safe access for Successor Agency and Successor Agency's subcontractors including but not limited to Successor Agency's archaeologist, tribal monitor, etc. to observe all excavation activities. Implement dust, vapor, and odor control, traffic control, stormwater management, decontamination, dewatering, noise mitigation, and any other supporting controls described in these Specifications or otherwise necessary to implement excavation, including all labor, equipment, and materials unless otherwise specifically described in another bid item.

Purchase, import, place, and compact favorably reviewed backfill material to the specified depth and compaction to match existing condition. Backfill material in landscaping area shall be favorably reviewed by Successor Agency's arborist. Includes purchase and placement of orange fence and geotextile fabric as described in the Specifications. Import material must be favorably reviewed by Successor Agency and DTSC prior to import to Site. Replace existing curb and asphalt in-kind.

Transportation and disposal of waste shall be performed under bid items 31 through 40.

Measurement and Payment: The basis of payment will be lump sum.

3. **Excavation, Below-Grade Demolition, Backfill, and Restoration – Alternative Area C:** As directed by Successor Agency, excavate soil to the limits of Alternative Area C shown on the Drawings and marked by Successor Agency in the field. Coordinate with UPRR and provide shoring, flagging, and other support as needed in accordance with UPRR requirements. Coordinate with PG&E to excavate around and protect existing high voltage electrical infrastructure. Demolish non-ACM

below-grade utilities within extents of excavation, except where identified for protection. Cut and cap abandoned utilities at perimeter of excavation. Stockpile soil and load at time of off-haul, load soil into covered roll-off bins, or direct load soil as described in these Specifications. Communicate to Successor Agency when Contractor determines extents of excavation have been achieved, as determined by Contractor's level and surveyed reference points or similar technology. Provide safe access and time for Successor Agency's surveyor to survey the total excavation area, depth, and confirmation soil sample locations. Provide safe access for Successor Agency and Successor Agency's subcontractors including but not limited to Successor Agency's archaeologist, tribal monitor, etc. to observe all excavation activities. Implement dust, vapor, and odor control, traffic control, stormwater management, decontamination, dewatering, noise mitigation, and any other supporting controls described in these Specifications or otherwise necessary to implement excavation, including all labor, equipment, and materials unless otherwise specifically described in another bid item.

Transportation and disposal of waste shall be performed under bid items 31 through 40. Import and backfill shall be performed under bid items 41 through 43.

Measurement and Payment: The basis of payment will be lump sum.

4. **Loading, Transport, Backfill, and Compaction of Import Fill Provided by Successor Agency:** As an alternate to bid item 42 and as directed by Successor Agency, load and transport import fill material provided by Successor Agency stockpiled on City property located at the intersection of Shellmound Street and Christie Avenue (Site B). Protect existing groundwater monitoring wells on Site B. Provide and maintain on-Site scale and utilize to weigh each truck load of pre-approved fill material imported. Place and compact fill material to the specified depth and compaction. Includes purchase and placement of geotextile fabric as described in the Specifications. Contractor shall assume that import fill material provided by Successor Agency does not require additional testing prior to transportation. If Successor Agency elects to include this alternative, it may delete the Work required under bid item 42 from the Project scope.

Measurement and Payment: Payment will be based on a per ton basis. Tonnage for payment will be determined by records generated using Contractor's on-Site scale. Contractor shall be responsible for maintaining scale records and providing to Successor Agency Representative.

5. **Install New Storm Drain and Catch Basin in Northwest Corner of Site:** As an alternative to bid item 47 and as directed by Successor Agency, if restoration of existing storm drain described in bid item 47 is not feasible based on conditions encountered in the field, install new storm drain and catch basin as shown on the Drawings. Includes purchase and backfill of pipe bedding materials and purchase of all other materials and appurtenances necessary for the Work. If Successor Agency elects to include this alternative, it will delete the Work required under bid item 47 from the Project scope.

Minor variations to Site grading and valley gutter alignments associated with implementation of this alternate are shown on the Drawings and are considered nominal for purposes of payment; grading and valley gutter installation shall be performed under bid items 44 and 46.

Measurement and Payment: Payment will be based on a lump sum basis.

- E. The following tasks may be necessary. These tasks will be directed by the Successor Agency and shall be performed as Extra Work in accordance with Article 6 of the General Conditions.

1. **Potential Extra Work:**

- a. **Demolish Geophysical Anomaly Feature and Other Unknown Features:** Demolish geophysical anomaly feature located north of the existing Site building shown on the Drawings. Demolish unknown concrete features requiring in-place demolition encountered within the extents of excavation not described in bid items 17 and 18. Does not include minor concrete debris easily removed with excavated soil. Implement all permitting, notifications, and controls necessary to support the demolition.
 - b. **Demolish, Remove, Transport, and Dispose Below-Grade ACM Debris:** Demolish, remove, transport, and dispose below-grade ACM debris, not including ACM pipe in bid item 16, encountered within the extents of excavation.
 - c. **Over-Excavation and Below-Grade Demolition:** Over-excavate and perform below-grade demolition beyond the initial extents of excavation and demolition described in bid items 17 and 18 to the extents directed by Successor Agency. Provide excavation support. Perform over-excavation inside tent and operate tent air ventilation and treatment system if over-excavation is within the area identified for tenting. Implement all permitting, notifications, and controls necessary to support the over excavation.
 - d. **Additional Tasks:** Perform new and unforeseen additional tasks not specifically described in these Specifications or on the Drawings as directed by Successor Agency.
- F. All Work described above shall be performed in accordance with the Contractor's HSP and other favorably reviewed plans and plan addenda. Costs for implementation of plans and plan addenda throughout the Work shall be incorporated into Contractor's bid.
- G. The Work shall be performed in accordance with the schedule provisions provided in the Contract Documents.
- H. The Contractor shall conduct all Work in accordance with Laws. The Contractor shall be responsible for applying for, obtaining, and paying for all necessary permits and approvals required by Laws prior to commencing fieldwork, unless specifically described otherwise in the Contract Documents.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01300 – CONTRACTOR SUBMITTALS

PART 1 – GENERAL

1.1 General

Wherever submittals are required hereunder and elsewhere in the Contract Documents, all such submittals shall be submitted by Contractor to the Successor Agency in accordance with this Section. Submit Site-specific plans as described in Section 01330 – *Site-Specific Plans*.

1.2 Submittals

- A. Unless otherwise specified, Contractor shall furnish a portable document format (PDF) electronic file of each submittal to the Successor Agency.
- B. The Construction Schedule shall reflect the scheduling assumptions and requirements included in this Section.
- C. Contractor shall transmit submittals using a standard submittal transmittal form favorably reviewed by Successor Agency.
- D. Contractor shall use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form 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.
- E. Except as may otherwise be provided in the Contract Documents, Contractor shall assume a minimum of 10 days of review time for each submittal review by Successor Agency. This assumption is provided solely for scheduling purposes and does not bind the Successor Agency to complete its review of any submittal within the assumed time, and the assumed time does not account for delays attributable to Contractor's incomplete or non-compliant submittals.
- F. The Successor Agency reserves the right to deduct from payments otherwise due to the Contractor additional costs incurred by Successor Agency for any reviews beyond the second submittal.
- G. If the submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN", formal revision and resubmission of said submittal will not be required.
- H. If the submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED", Contractor shall make the corrections noted by Successor Agency and shall transmit a copy of corrected submittal information to Successor Agency for record keeping purposes. Contractor shall consider submittals marked "MAKE CORRECTIONS NOTED" to be favorably reviewed. Final as-built drawings must reflect corrections.
- I. Except as may otherwise be provided in the Contract Documents, if the submittal is returned to the Contractor marked "AMEND-RESUBMIT", the Contractor shall revise said submittal and

resubmit to Successor Agency within 10 working days of receiving corrections or comments from Successor Agency.

- J. Except as may otherwise be provided in the Contract Documents, if the submittal is returned to the Contractor marked "REJECTED-RESUBMIT", the Contractor shall review the Contract Documents and provide a new submittal that conforms to the Contract Documents. Contractor shall submit the revised submittal to Successor Agency within 10 working days of receiving corrections or comments from Successor Agency.
- K. Fabrication of an item or implementation of Work pursuant to any submittal may begin only after the Successor Agency has favorably reviewed the pertinent submittals and returned to Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED". Corrections indicated on submittals will be considered as changes necessary to meet the requirements of the Contract Documents and will not be taken as basis of claims for Extra Work. Items fabricated or Work implemented without favorable review will not qualify for payment.
- L. Contractor shall carefully review all submittals prior to submission to the Successor Agency. Each submittal shall be dated, signed, and certified by the Contractor as being in conformance with the Contract Documents. In the case of shop drawings, each copy shall be so dated, signed, and certified. The Successor Agency will not review any Contractor submittals which have not been so certified by the Contractor or which are incomplete, poorly organized, or not indexed. All non-certified, incomplete, or unorganized submittals will be returned to the Contractor without action taken by the Successor Agency and any delays caused will not be grounds for additional compensation or Contract Time extension.
- M. Successor Agency's favorable review of Contractor's submittals will not relieve the Contractor of the entire responsibility for the correctness of details. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals.

1.3 Submittal Registry

- A. Within 10 days of issuance of Notice to Proceed, Contractor shall prepare and submit a Submittal Registry for Successor Agency review. Contractor's Submittal Registry shall list all submittals anticipated to be necessary to complete the Work and shall utilize an identification system of Contractor's choosing to track submittals. Contractor's Submittal Registry shall at a minimum include columns for submittal identifier, revision number, title, type, status, and due dates.
- B. Contractor shall maintain the Submittal Registry throughout the Work and shall submit an updated Submittal Registry to Successor Agency at a minimum with each 3-week lookahead schedule, or upon request.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01330 – SITE SPECIFIC PLANS

PART 1 – GENERAL

1.1 General

This Section addresses Site-specific plans and plan addenda to be prepared by the Contractor. Unless otherwise noted in this Section, Site-specific plans shall be submitted in accordance with Section 01300 – *Contractor Submittals*.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 Plans/Reports Requiring Review by DTSC

- A. Contractor shall not conduct any activities beyond the initial mobilization activities described in Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out* until the Contractor receives a letter or letters from Successor Agency documenting favorable review from DTSC for each of the following Contractor submittals:

Contractor shall prepare the following plans:

- Contractor Site-specific Health and Safety Plan (Contractor's HSP). Contractor's HSP shall include subconsultant / subcontractor HSP(s), if prepared;
- Traffic Control and Waste Transportation Plan Addendum, including a Construction Management Plan; and
- Storm Water Pollution Prevention Plan (SWPPP).

Contractor shall prepare the following plan addenda if contractor proposes deviations from procedures specified in the plans included in the Draft RDIP:

- Decontamination Plan Addendum, if prepared;
- Dust, Vapor, and Odor Control Plan Addendum, if prepared; and
- Storm Water Plan (SWP) Addendum, if prepared.

Contractor shall submit plans requiring review by DTSC within 10 working days of issuance of the Notice to Proceed.

EKI has prepared and transmitted to DTSC a Traffic Control and Waste Transportation Plan, Decontamination Plan, Dust, Vapor, and Odor Control Plan, SWP, SAP, and Mitigation Monitoring and Reporting Program, which are included in Attachment A. Contractor shall comply with these plans and submit related plans and plan addenda to Successor Agency per these Specifications. Contractor shall implement plans and plan addenda approved by DTSC. Details regarding these plans and plan addenda are discussed below.

The Contractor shall not import fill material until the Contractor receives a letter or letters from Successor Agency documenting favorable review from DTSC.

Required Reports to Be Prepared by Contractor:

- Import Material Information Reports.
- B. It is anticipated that multiple parties will review and comment on Contractor's submittals. Favorable review for each plan or plan addendum by each party is required prior to proceeding to review by the next party.
- C. Contractor shall respond to all comments and make all revisions necessary to obtain DTSC approval of plans and plan addenda. Contractor shall submit the revised plan or plan addendum, as applicable, within 5 working days of receipt of comments from Successor Agency. Contractor shall not contact any regulatory agency reviewer directly, including but not limited to DTSC, without express written authorization from Successor Agency.
- D. Contractor shall keep a copy of each final plan or plan addendum approved by DTSC on-Site and available for reference during the Work. Contractor shall respond to questions from regulatory officials regarding Contractor's plans if requested by Successor Agency.
- E. Contractor is informed that these plans and plan addenda will receive DTSC review and comment. The Contractor is encouraged to engage the services of a qualified environmental consultant to prepare these plans and plan addenda, to facilitate a more timely approval from DTSC.
- F. Following favorable review by Successor Agency, Contractor shall assume a minimum of 15 days of review time for review of plans or plan addenda by DTSC.

3.2 Plans Not Requiring Review by DTSC

Contractor shall prepare the following plans, which are anticipated to require review by multiple parties but will not be reviewed by DTSC prior to implementation.

Contractor shall submit the following plans within 10 working days of issuance of the Notice to Proceed:

- Asbestos, Lead, and Other Hazardous Materials Abatement Work Plan;
- Noise Mitigation Plan;

Contractor shall submit the following plans within 15 working days of issuance of the Notice to Proceed:

- Above-Grade Demolition Plan;
- Waste Management Plan; and
- Operations and Phasing Plan.

Contractor shall submit the following plans within 20 working days of issuance of the Notice to Proceed:

- Tenting Plan;

- Excavation Support Plan; and
- Stockpile and Drum Management Plan.

Contractor shall prepare additional plans not listed above as necessary for Project permitting and coordination activities described in these Specifications.

- A. It is anticipated that multiple parties will review and comment on Contractor's submittals. Favorable review for each plan or plan addendum by each party is required prior to proceeding to review by the next party.
- B. Contractor shall respond to all comments and make all revisions necessary to obtain favorable review of plans. Contractor shall submit the revised plan within 5 working days of receipt of comments from Successor Agency.
- C. Contractor shall assume for scheduling purposes that each UPRR review of submittals required by UPRR may take up to 6 weeks.
- D. Contractor shall implement favorably reviewed plans and plan addenda and shall keep a copy of all final plans on-Site and available for reference during the Work.

3.3 Site-Specific Health and Safety Plan

- A. Contractor shall review Section 2.1.1 – *Summary of the Site Health and Safety Plans for Worker Health and Safety* and Section 3.6 – *Air Monitoring* of the Draft RDIP (Attachment A) and EKI's HSP (Appendix A to Attachment A). Contractor shall prepare and submit to Successor Agency the Contractor's HSP, which shall also cover Worksite security. Contractor shall prepare Contractor's HSP in accordance with Laws, including but not limited to Cal-OSHA CCR Title 8, Section 5192; 29 CFR Section 1910.120 et seq.; and Proposition 65 and shall include, but not limited to, the following topics:
 - Description of activities and potential hazards;
 - Level of PPE that will be used during implementation of the recommended removal action;
 - Definition of exclusion, contaminant reduction, and support zones;
 - Required personal protective measures, including work zone air monitoring;
 - Key health and safety personnel;
 - Training;
 - Medical monitoring; and
 - Emergency response plan.
- B. Contractor's HSP shall address the requirements in Mitigation Measure *HAZARDS-1* of the MMRP (Appendix L to Attachment A).
- C. Contractor's HSP shall be prepared by the Contractor's responsible health and safety manager and reviewed and signed by a Certified Industrial Hygienist (CIH). Contractor's HSP shall include a Site-specific plan for hazard communication and notification to Site workers and visitors.
- D. Successor Agency will not review Contractor's HSP to verify conformance with Laws; Successor Agency may provide comments on Contractor's HSP to facilitate submission and review by DTSC.

Such review will not in any way relieve Contractor of Contractor's complete and continuous responsibility and duty for Site health and safety.

- E. All Subcontractors and sub-consultants of Contractor, including truck drivers, whose Work may contact potentially contaminated soil, involve entry into exclusion zones identified in Contractor's HSP, or involve hazardous substance abatement, shall also prepare Site-specific HSPs under the direction of a CIH. Alternatively, Contractor may prepare Contractor's HSP to cover all tasks, operations, and Contractor's Subcontractors/sub-consultants and authorized Site visitors.
- F. Contractor shall be completely responsible for health and safety at the Site during the period of remedial Work; such responsibility of Contractor will not be limited to normal working hours but shall be continuous during the period of performance.
- G. Contractor is notified that the Site building contains lead containing material (LCM) and other hazardous building materials. The results of previous hazardous building material surveys are included in Attachment C. Contractor's HSP shall describe awareness training to be taken by Site personnel prior to the start of fieldwork, in accordance with Laws. Contractor and other entities on the Site may determine classes of its employees that are not expected to contact or be exposed to contaminated materials at the Site, e.g., those not entering an exclusion zone as part of their assigned Work, and that, therefore, may be subject to reduced or alternate training requirements, as may be allowed by Laws.
- H. Contractor is informed that COCs measured in contaminated soil and groundwater primarily include trichloroethene and other VOCs, cadmium, and petroleum hydrocarbons. COCs measured in soil vapor and sub-slab vapor primarily include trichloroethene and other chlorinated VOCs. The concentrations of COCs measured in soil, groundwater, and soil vapor during previous investigations at the Site are provided in the FS/RAP (Attachment D). Contractor's HSP prepared for the Site shall, at a minimum, account for potential occurrences of these COCs in the Work zone during the anticipated remedial activities.
- I. Contractor's HSP shall address all anticipated field tasks that will be required by Contractor and Subcontractors at the Site to complete the Work. Contractor shall be responsible for compliance with all applicable General Industry Safety Orders and Worksite requirements of Laws and the Contract Documents.
- J. The Work is anticipated to be conducted in Level D, C, and B PPE. Contractor's HSP shall address trigger levels for changes in level of PPE from Level D to Levels C and B.
- K. Contractor's HSP shall describe sign-in and sign-out procedures for all personnel entering and exiting the Site each day, including documentation of areas of the Site visited by each individual.
- L. Contractor's HSP shall address any confined space entry procedures that may be required to complete the Work.
- M. Contractor's HSP shall describe protocols for notifying emergency service dispatchers of potentially hazardous Site conditions in emergency situations (e.g., when calling 911).

3.4 Traffic Control and Waste Disposal Plan Addendum and Construction Management Plan

- A. Contractor shall comply with the Traffic Control and Waste Disposal Plan prepared by EKI (Appendix D of Attachment A), and Mitigation Measure *TRANS-1* of the MMRP (Appendix L to Attachment A).
- B. Contractor shall submit a Traffic Control and Waste Disposal Plan Addendum, including a Construction Management Plan, for DTSC review and approval in accordance with requirements of the Traffic Control and Waste Disposal Plan, Mitigation Measure *TRANS-1*, and these Specifications. Regardless of any deviations from the Traffic Control and Waste Disposal Plan proposed by Contractor in Contractor's Traffic Control and Waste Disposal Plan Addendum, Contractor's bid shall, at a minimum, be based on the requirements of the Traffic Control and Waste Disposal Plan and these Specifications.
- C. Contractor's Traffic Control and Waste Disposal Plan Addendum shall include any transportation routes Contractor plans to use that are not included in the Traffic Control and Waste Disposal Plan, including the traffic route from Site B to the Site and the route(s) from truck staging areas.
- D. Contractor's Traffic Control and Waste Disposal Plan Addendum shall include a list of proposed disposal facilities not included in the Traffic Control and Waste Disposal Plan.
- E. Contractor's Construction Management Plan shall describe closures of Horton Landing Park that Contractor determines necessary in accordance with Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out* and Section 02050 – *Demolition*, including provision of signage for pedestrians and cyclists. Where the requirements of the Traffic Control and Waste Disposal Plan and these Specifications differ, the requirements of these Specifications take precedence.

3.5 Decontamination Plan Addendum

Contractor shall comply with the Decontamination Plan prepared by EKI (Appendix C of Attachment A). If Contractor proposes deviations from decontamination procedures specified in the Decontamination Plan or in these Specifications, Contractor shall submit a Decontamination Plan Addendum to Successor Agency for review and DTSC review and approval. Contractor shall notify Successor Agency if no changes are proposed. Where the requirements of the Decontamination Plan and these Specifications differ, the requirements of these Specifications take precedence. Regardless of any deviations to the Decontamination Plan proposed by Contractor in Contractor's Decontamination Plan Addendum, Contractor's bid shall, at a minimum, be based on the requirements of the Decontamination Plan and these Specifications.

3.6 Dust, Vapor, and Odor Control Plan Addendum

Contractor shall comply with the Dust, Vapor, and Odor Control Plan prepared by EKI (Appendix B of Attachment A). If Contractor proposes deviations from the dust, vapor, and odor control procedures specified in the Dust, Vapor, and Odor Control Plan or in these Specifications, Contractor shall submit a Dust, Vapor, and Odor Control Plan Addendum to Successor Agency for review and DTSC review and approval. Contractor shall not propose any deviations on the section of the Dust, Vapor, and Odor Control Plan that addresses application of airborne action levels. Contractor shall notify Successor Agency if no changes to the Dust, Vapor, and Odor Control Plan are proposed. Where the requirements of the Dust, Vapor, and Odor Control Plan and these

Specifications differ, the requirements of these Specifications take precedence. Regardless of any deviations to the Dust, Vapor, and Odor Control Plan proposed by Contractor in Contractor's Dust, Vapor, and Odor Control Plan Addendum, Contractor's bid shall, at a minimum, be based on the requirements of the Dust, Vapor, and Odor Control Plan and these Specifications.

3.7 Storm Water Plan Addendum

Contractor shall comply with the SWP prepared by EKI (Appendix E of Attachment A). If Contractor proposes deviations from storm water management procedures specified in the SWP and in these Specifications, Contractor shall submit a SWP Addendum to Successor Agency for review and DTSC review and approval. Contractor shall notify Successor Agency if no changes are proposed. Where the requirements of the SWP and these Specifications differ, the requirements of these Specifications take precedence. Regardless of any deviations to the SWP proposed by Contractor in Contractor's SWP Addendum, Contractor's bid shall, at a minimum, be based on the requirements of the SWP and these Specifications.

3.8 Storm Water Pollution Prevention Plan

Contractor shall obtain coverage under the 2022 General Permit and shall submit a SWPPP for Successor Agency's review in accordance with EKI's SWP, Contractor's favorably reviewed SWP Addendum, if prepared, and the 2022 General Permit. Additionally, the SWPPP shall include:

1. A copy of the Notice of Intent and receipt letter;
2. Safety data sheets for chemicals used or stored on the Site during construction;
3. An example BMP inspection form; and
4. Emergency contact information.

The SWPPP shall be prepared by a certified Qualified SWPPP Developer. Following favorable review by Successor Agency and DTSC, Contractor shall submit the SWPPP to the SWRCB. Contractor shall prepare SWPPP amendments as necessary for the duration of the Work and shall provide such amendments to Successor Agency for review prior to submission by Contractor to SWRCB.

3.9 Operations and Phasing Plan

Contractor shall prepare an Operations and Phasing Plan for review by Successor Agency. Contractor's Operations and Phasing Plan may primarily rely on use of diagrammatic representations of Contractor's operations and phasing of Work as described below. Contractor's Operations and Phasing Plan shall, at a minimum, describe approach and estimated schedule for:

1. Site layout and use of areas (including each of the topics in Part 3 of Section 01500);
2. General demolition and excavation sequencing with respect to excavation in multiple areas, maintaining safe pedestrian access for occupants of 5677 and 5675 Horton Street, and maintaining access to the Work area for Successor Agency to conduct perimeter air monitoring;
3. Phasing and durations of partial or complete closures of Horton Landing Park required to complete the Work;

4. Locations and types of fencing to be installed in each phase of Work;
5. Locations, dimensions, and design of construction entrances/exits and access roads in each phase of Work, including any proposed deviations from the construction entrances/exits shown on the Drawings;
6. Layout of fire access lanes for each phase of Work;
7. Location and description of protections for trees located on the eastern property boundary of Site as shown on the Drawings;
8. Locations and design (including dimensions, material properties, and installation procedure) of decontamination pad for each Site exit in each phase of Work;
9. Source of potable water in each phase of Work;
10. Locations of exclusion zones, contamination reduction zones, and support zones for any Work requiring Level C PPE or higher;
11. Phasing for provision of temporary and permanent utility service to 5675 and 5677 Horton Street for any utility interrupted during the Work, including description and design of planned efforts (i.e., provision of temporary services) to mitigate service interruptions and durations of planned service interruptions if unavoidable;
12. Approach to preventing contamination of areas that are clean or that have been cleaned;
13. General sequencing related to the Deep Excavation Area as shown on Drawings;
14. General direct loading, stockpile, and covered roll-off bin sequencing with respect to excavation sequencing and in accordance with Contractor's Stockpile and Drum Management Plan; see Section 02200 – *Earthwork* for information regarding pre-characterization;
15. Type and number of street sweepers to be used during the Work;
16. Approach to dust, vapor, and odor control in each phase of Work, including number of personnel and associated equipment; and
17. Coordination with other plans.

Contractor's Operations and Phasing Plan shall provide adequate information to allow Successor Agency to coordinate scheduling of construction observation staffing, Site inspections, and excavation confirmation sample collection. Throughout the Work, Contractor shall submit revisions to the Operations and Phasing Plan for review by Successor Agency if Contractor proposes deviations to Contractor's favorably reviewed Operations and Phasing Plan.

3.10 Above-Grade Demolition Plan

Contractor shall review the Union Pacific Railroad materials provided for reference in Attachment E. Contractor shall prepare an Above-Grade Demolition Plan in accordance with the Drawings and UPRR requirements for review by Successor Agency prior to submission to UPRR. Contractor's Above-Grade Demolition Plan shall at a minimum include:

- Description of and schematic diagrams showing Contractor's means and methods for demolishing the above-grade Site building;

- A description of measures to be taken by Contractor to prevent debris from falling onto UPRR property; and
- A description of measures to be taken by Contractor to prevent dust from accumulating on UPRR tracks.

Contractor shall confirm the requirements for Contractor's Above-Grade Demolition Plan with UPRR prior to submittal and incorporate any additional.

3.11 Noise Mitigation Plan

Contractor shall comply with Mitigation Measures *NOISE-1*, *NOISE-3a*, and *NOISE-3b* of the MMRP (Appendix L to Attachment A). Contractor shall prepare a Noise Mitigation Plan in accordance with the requirements of Mitigation Measures *NOISE-1*, *NOISE-3a*, and *NOISE-3b* of the MMRP and Laws for review by Successor Agency. The Noise Mitigation Plan shall (a) include Mitigation Measures *NOISE-1*, *NOISE-3a*, and *NOISE-3b*, (b) specify best practices to reduce noise and vibration impacts of construction equipment, (c) establish a program to receive and respond to noise complaints from the local community, (d) describe specific mitigation measures to minimize potential vibration impacts during excavation activities on the northern parking lot parcel of the Site, and (e) designate a Noise Disturbance Coordinator. Contractor's Noise Mitigation Plan shall include shop drawings and calculations prepared by a Professional Engineer licensed in the State of California for temporary noise barrier meeting the Specifications herein.

3.12 Excavation Support Plan

Contractor shall prepare an Excavation Support Plan describing sheeting, shoring, sloping, bracing, underpinning, or other structural support Contractor plans to implement to accomplish the Work in accordance with the requirements of Section 02208 – *Excavation Support* and City permit requirements for submission to City building permit review process. Excavation Support Plan shall be prepared and signed by a Civil or Structural Engineer licensed in the State of California, unless Contractor's Excavation Support Plan solely described sloping to be performed in accordance with the Geotechnical Recommendations (Attachment F). Contractor shall provide a copy of Contractor's permit application and final permit for informational purposes to Successor Agency, which will not be reviewed by Successor Agency. Contractor's Excavation Support Plan shall include plans specific to all regions of the Site to be excavated.

3.13 Waste Management Plan

Contractor shall comply with City waste management requirements, EKI's Traffic Control and Waste Disposal Plan (Appendix D to Attachment A), and Contractor's favorably reviewed Traffic Control and Waste Disposal Plan Addendum, if prepared. To the extent City waste management requirements conflict with the requirements in EKI's Traffic Control and Waste Disposal Plan and these Specifications, EKI's Traffic Control and Waste Disposal Plan and these Specifications shall take precedence. Contractor shall prepare pre- and post-demolition/construction Waste Management Plans for review by Successor Agency in accordance with Section 02283 – *Transportation and Disposal* of these Specifications and Laws, including but not limited to City of Emeryville Municipal Code, Title 8, Chapter 26, and as needed in accordance with City permitting requirements; Contractor's Waste Management Plan shall identify and explain each instance in which Contractor's Waste Management Plan does not comply with City waste management

requirements as a result of conflict with EKI's Traffic Control and Waste Disposal Plan and these Specifications.

3.14 Stockpile and Drum Management Plan

Contractor shall prepare a Stockpile and Drum Management Plan for review by Successor Agency, to describe documentation and tracking procedures that identify, track, and record on-Site management of each waste container (including drums), covered roll-off bin, stockpile, or stockpile segment containing waste maintained by Contractor from initial demolition or excavation through off-Site disposal. The Stockpile and Drum Management Plan shall describe in detail the use of a stockpile and drum status log to be maintained at the Site by the Contractor containing the following items at a minimum:

- A. Description of sizing, materials, layout, and staging of stockpile area(s) and other waste containers;
- B. Description of minimum distances between stockpiles or other methods to keep stockpiles distinct;
- C. Description of the waste type and the letter or number identifying the demolition or excavation subarea for each waste container, stockpile, or stockpile segment;
- D. A unique, logical name or code for each waste container and stockpile, containing demolition or excavation sub area ID, and the date of origination;
- E. The date that each stockpile or waste container was loaded, transported, and disposed at a permitted off-Site facility approved by Successor Agency;
- F. Description of protocols to be implemented for hazardous wastes in order to meet requirements of Laws, including but not limited to maintenance of a waste accumulation area, routine maintenance of waste containers, and tracking of hold times; and
- G. Map to be used for tracking stockpiles and waste containers.

3.15 Tenting Plan

Contractor shall prepare and submit to Successor Agency a Tenting Plan for the portion of excavation specified in the Drawings to be performed within a tent, including, at a minimum:

- A. An equipment list and associated cut sheets for equipment employed by Contractor for completing the tented demolition and excavations. Contractor's Tenting Plan shall document equipment compliance with the BAAQMD permitting requirements described in Section 02200 – *Earthwork* Part 3.1(B). At a minimum, equipment listed shall include: (1) proposed tent product, including anchoring system, designed by a Professional Engineer licensed in the State of California, (2) tent air ventilation and treatment system equipment, and (3) any other equipment and materials that will be used inside the tent or outside the tent to support the excavation. The equipment list and cut sheets shall be accompanied by a design basis that provides assumptions for equipment sizing.

- B. A lifting plan describing means and methods for any use of cranes planned by Contractor for construction or movement of Contractor's tent; Contractor's lifting plan shall include diagrams demonstrating that Contractor's crane(s) do not have the potential, if compromised, to fall on or within 25 feet of UPRR property.
- C. A layout of equipment, stockpiles, other materials, personnel, and any other items that will be contained within the tent. The layout shall also include the locations of tent air ventilation and treatment equipment, support equipment, emissions location(s), and personnel outside the tent.
- D. Procedures for entry into the containment structure(s) and decontamination and exit using a staged approach, both for equipment and personnel, in coordination with Contractor's Decontamination Plan.
- E. A Work schedule describing and a map illustrating the phase(s) in which the excavation and backfill will be completed and the estimated duration of the excavation and backfill phase(s).
- F. Procedures, frequencies, and forms for daily monitoring of tent negative pressurization and tracking the duration of excavation activities performed in the tent.
- G. Procedures, frequencies, and forms for daily monitoring of the tent air ventilation and treatment system while the tent is in use to ensure the system is operating as designed and intended in accordance with the BAAQMD Permit.
- H. Procedures, frequencies, and forms for periodic inspections of the tent and tent air ventilation and treatment system equipment to prevent unintended discharges.
- I. Specifications and locations for live-stream cameras inside tent; real-time internet access information for live-stream video.

3.16 Asbestos, Lead, and Other Hazardous Materials Abatement Work Plan

A Building Materials Report for the Site building is provided as Attachment C. Contractor shall retain an appropriately licensed individual to prepare a Site-specific Asbestos, Lead, and Other Hazardous Materials Abatement Work Plan for review by Successor Agency. The Asbestos, Lead, and Other Hazardous Materials Abatement Work Plan shall describe Contractor's plan for conducting ACM, LCM, and other hazardous building material (including but not limited to polychlorinated biphenyl [PCB]-containing ballasts and mercury-containing light bulbs) removal activities in accordance with Laws. At a minimum, the plan shall describe measures that will be taken to notify workers and visitors of the presence of hazardous building materials; plans for identification, abatement, characterization, transportation, and disposal of ACM, LCM, and other hazardous building materials; appropriate decontamination measures of Contractor's personnel, vehicles, and equipment; and measures that will be taken to protect workers and any Site visitors who may contact hazardous building materials during demolition activities. Contractor shall maintain a copy of its Asbestos, Lead, and Other Hazardous Materials Abatement Work Plan at the Site.

3.17 Import Material Information Reports

- A. For each source of import fill Contractor proposes to utilize that is not provided by Successor Agency, in accordance with *Information Advisory Clean Imported Fill Material*, dated October 2001 (DTSC Fill Advisory; Attachment I), Contractor shall provide Successor Agency with an initial Import Material Information Report prior to sample collection including:

Initial Import Material Information Report

- Intended use of the import fill material;
 - Material quantity to be imported;
 - A statement regarding whether the fill material is from a quarry or a borrow site;
 - Description of the material's original nature (i.e., undisturbed native condition) including the source material address and property owner (with telephone number);
 - Past property uses (industrial, residential, agricultural, etc.) from which the material originated;
 - Previous owner(s) over the last 40 years of the property from which the material originated;
 - Previous material use(s) when the material is other than undisturbed native material;
 - Previous chemical or geotechnical analytical results;
 - Chemical analytical results for samples of the material collected in the last six (6) months including laboratory data sheets and chain-of-custody documentation, description of sample collection methods, and any additional information or environmental reports that may be necessary to assess the potential of the material being contaminated by designated chemicals;
 - Map of sampling locations and boring logs, if available;
 - Geotechnical results including boring logs, laboratory data sheets and chain-of-custody documentation, description of sample collection methods, and any additional information or geotechnical reports; and
 - Comparison of chemical results to remedial goals in EKI's Sampling and Analysis Plan (Appendix G to the Draft RDIP [Attachment A]) for Site COCs, applicable import fill environmental screening criteria specific in EKI's Sampling and Analysis Plan (Appendix G to the Draft RDIP [Attachment A]) for other chemicals, and comparison of geotechnical results to the requirements in Section 02200 – *Earthwork*.
 - Proposed sampling plan, including map, if existing chemical analytical data are not sufficient to characterize import fill material in accordance with the DTSC Fill Advisory (Attachment I) or if geotechnical results are not sufficient to characterize import fill material in accordance with Section 02200 – *Earthwork*.
- B. Upon favorable review of Contractor's initial Import Material Information Report by Successor Agency, Contractor's Import Material Information Report must be favorably reviewed by DTSC. Upon favorable review of Contractor's Import Material Information Report by DTSC, Contractor shall collect and analyze samples in accordance with Contractor's sampling plan in the Contractor's initial Import Material Information Report and incorporate analytical results into a revised Import Material Information Report for Successor Agency review.

- C. For the purposes of bidding, bidders shall assume 20 samples total will be collected and analyzed by a favorably reviewed California-certified laboratory for total petroleum hydrocarbons (gasoline, diesel, motor oil), VOCs, Title 22 metals, hexavalent chromium, semi-volatile organic compounds (SVOCs) including 1,4-dioxane, PCBs, organochlorine and organophosphorous pesticides, chlorinated herbicides, polyaromatic hydrocarbons, pH, percent moisture for reporting analytical results in dry weight, Waste Extraction Tests (WETs) and Toxic Characteristic Leaching Procedure (TCLP) tests for up to two (2) metals, and asbestos in accordance with analytical methods and reporting limits in the Sampling and Analysis Plan (SAP) in Attachment A.
- D. One (1) sample shall be collected for chemical analysis of virgin import fill sources (e.g., quarries), unless otherwise instructed by Successor Agency.
- E. Contractor shall sample each proposed fill source at the frequency required by Successor Agency and arrange and pay for chemical analysis of COCs required by Successor Agency in samples from each proposed fill source. Sampling and analytical methodologies and reporting limits shall be consistent with EKI's Sampling and Analysis Plan (Appendix G to the Draft RDIP [Attachment A]). Contractor shall provide California-certified laboratory analytical results in dry weight reported down to method detection limits.
- F. Concentrations of Site-specific COCs in import fill material shall be less than soil remedial goals specified in EKI's Sampling and Analysis Plan (Appendix G to the Draft RDIP [Attachment A]). If other COCs in fill samples are detected above laboratory method detection limits but less than applicable import fill environmental screening criteria specific in the EKI's Sampling and Analysis Plan (Appendix G to the Draft RDIP [Attachment A]) for other chemicals, Successor Agency may be able to accept fill provided it does not qualify as a hazardous waste (based on WET and TCLP testing, if required) and based on discussions with DTSC and Successor Agency, although such acceptance cannot be guaranteed. Contractor shall pay all costs for sampling and analysis required to demonstrate conformance with the Specifications.
- G. Contractor shall provide information demonstrating that each fill source meets the geotechnical requirements in Section 02200 – *Earthwork*; Contractor shall pay for all analyses necessary in order to provide the required information to the satisfaction of Successor Agency. If deemed necessary by Successor Agency, Contractor shall provide Successor Agency with two cubic feet of representative import fill material from each source.
- H. Contractor shall not deliver any material to the Site until it has been favorably reviewed by Successor Agency.

3.18 Landfill Audit Packages

Contractor shall submit an audit package for each proposed disposal facility. At a minimum, each audit package shall include waste acceptance criteria, insurance certificates, EPA ID number, permit numbers for all necessary permits, a list of notices of violation and fines imposed on the disposal facility, and OSHA, RCRA, and Toxic Substances Control Act (TSCA) compliance records, as applicable.

END OF SECTION

SECTION 01500 – MOVE IN, SITE PREPARATION, SITE MAINTENANCE, MOVE OUT

PART 1 – GENERAL

1.1 General

- A. Move in, Site preparation, Site maintenance, and move out consists of protecting or replacing facilities and utilities serving neighboring businesses and residences, establishing traffic control in accordance with the Traffic Control and Waste Disposal Plan and Contractor's favorably reviewed Traffic Control and Waste Disposal Plan Addendum, establishing Work zones in accordance with Contractor's favorably reviewed Operations and Phasing Plan, clearing the Site, establishing health and safety procedures in accordance with Contractor's HSP, maintaining the Site, providing Site security, rehabilitating or installing new Site utilities, and performing final Site grading, paving, striping, cleanup, restoration, and demobilization.
- B. Contractor may initially mobilize to the Site after Successor Agency issues a Notice to Proceed while the preparation of the Site-specific Health and Safety Plan and other plans are in progress. Initial mobilization activities shall be limited to utility location, preparation of the Contractor's facilities, field offices, and other activities that do not involve demolition or excavation.
- C. Contractor shall be fully responsible for the health and safety of its personnel and of all other persons at the Site and for the public whether or not a Health and Safety Plan has been received, reviewed, or approved by DTSC. Nothing in this Section relieves the Contractor from its complete and continuous responsibility for Site health and safety, security, and environmental protection, which is not limited to active working hours. Initial mobilization activities shall not include any soil disturbance.
- D. Upon Successor Agency's and DTSC's favorable review of plans required in Section 01330 – *Site Specific Plans*, the Contractor may fully mobilize to the Site and initiate the remaining portions of the Work.

1.2 Permits, Notifications, and Project Signage

- A. As described in Article 7 of the General Conditions, Contractor shall be responsible for preparing the applications, obtaining and paying for all required licenses and other permits and providing appropriate notifications. These permits and notifications include, but are not limited to:
 - City permits, including building permit(s), demolition permit, grading permit, private sewer lateral permit, encroachment permit, and other associated permitting components as required; Contractor may stagger City permit application submittals in such a way as to best expedite the Work, provided Contractor still meets City permit requirements;
 - UPRR notifications, permitting, and approvals in accordance with the *Union Pacific Railroad Public Projects Manual* (Attachment E), including but not limited to notifications prior to Work requiring flagging, Above-Grade Demolition Plan approval, and approval of fencing near UPRR property;
 - Notifications required per Contractor's favorably reviewed Noise Mitigation Plan;

- Coverage under 2022 General Permit;
 - EBMUD notifications;
 - PG&E notifications;
 - Notifications to any other utility companies with utility infrastructure at the Site as identified by USA;
 - BAAQMD demolition notification(s); and
 - Notifications required under BAAQMD Regulation 8, Rule 40.
- B. Contractor is not responsible for obtaining a BAAQMD Permit to Operate for Contractor's tent system. Refer to Section 02200 – Earthwork for information regarding BAAQMD permitting of Contractor's tent air ventilation and treatment system.
- C. Contractor shall contract with a UPRR-approved flagging contractor, either National Railroad Safety Services or RailPros, to provide flagging services in accordance with UPRR requirements. Contractor shall schedule flagging service sufficiently in advance of Work requiring flagging to avoid delays in Work due to flagging subcontractor availability; no extension of Contract Time will be granted for delays in scheduling flagging services.
- D. Contractor is not responsible for paying fees incurred directly by UPRR for services including plan review and any other coordination. Contractor shall make every effort to reduce or eliminate activities requiring UPRR review or coordination, including limiting Work performed within 25 feet of the nearest UPRR rail spur and limiting crane work to portions of the Site sufficiently distant from UPRR property. Otherwise, Successor Agency reserves the right to deduct from payments due to the Contractor costs incurred by Successor Agency for (1) any UPRR review beyond the first submittal of plans to UPRR, (2) rescheduling of UPRR services, or (3) excess coordination beyond what is required to perform the Work.
- E. Contractor shall possess a Hazardous Substance Removal Certification from the Contractors' State License Board.
- F. Contractor shall erect signage at a minimum as described below. All publicly facing signage shall clearly state the Project name, address, Site owner, and contact information for Successor Agency's public relations coordinator to be provided by Successor Agency.
- Detour signage as shown on the Drawings, described in Mitigation Measure *TRANS-1* of the MMRP (Appendix L to Attachment A), and described in Contractor's favorably reviewed Construction Management Plan;
 - Signage required per Contractor's HSP including but not limited to signage complying with State of California Proposition 65;
 - Signage at all locked gate access points communicating contact information by which Contractor can be reached 24 hours a day, 7 days a week by emergency service personnel;
 - Signage required per Contractor's Noise Mitigation Plan; and
 - Signage required per the Laws.

1.3 Submittals

See Sections 01300 – *Contractor Submittals* and 01330 – *Site Specific Plans*.

- A. Contractor shall submit specifications, shop drawings, planned installation locations, and any other materials required by UPRR for new fencing to be installed adjacent to UPRR property for UPRR review prior to installation, following favorable review by Client Representative. Contractor shall assume UPRR review of Contractor's fencing submittal may take up to 6 weeks.

PART 2 – PRODUCTS

- A. Temporary Noise Barrier: Where indicated in the Drawings, Contractor shall provide Environmental Noise Control Acoustical K-Rail Mounted Sound Wall with sound transmission class STC 32 rated material in accordance with ASTM method E-413 or favorably reviewed equal. Temporary noise barrier shall be at a minimum 16-feet-high and anchored above-ground by K-rails or similar ballast and shall provide noise mitigation in accordance with Contractor's favorably reviewed Noise Mitigation Plan and Mitigation Measures *NOISE-1*, *NOISE-3a*, and *NOISE-3b* of the MMRP (Appendix L to Attachment A). Temporary noise barrier shall utilize noise blankets, acoustical metal, or other favorably reviewed material designed specifically for noise mitigation.
- B. Material to Construct Stabilized Construction Entrances and Exits with Temporary Access Ramps: Material used to construct stabilized construction entrances and exits shall be favorably reviewed non-hazardous material described in Contractor's favorably reviewed Import Material Information Report. No recycled material shall be used.
- C. Other Products: see Drawings.

PART 3 – EXECUTION

3.1 Contractor's Temporary Utilities and Facilities

There are limited utilities available for the Contractor at the Site. Contractor shall supply and maintain the following:

- A. Electrical Power: Contractor shall provide electrical power at the Site as indicated on the Drawings for all Work activities.

Should Contractor choose to provide power by means of a generator or generators, Contractor shall be responsible for providing, operating, maintaining, moving, relocating, and continuously fueling the generator or generators. Contractor shall comply with the noise requirements of Mitigation Measure *NOISE-1*. Contractor shall coordinate with Successor Agency to ensure that generators are a sufficient distance away from air monitoring equipment so that generator emissions do not substantially impact air monitoring.

Contractor shall take care to protect overhead electrical lines in the vicinity of the Site during the Work. Contractor must provide and install appropriate caution signs.

- B. Potable Water: Contractor may coordinate with EBMUD to maintain access to and directly pay for potable water service during the Work using Successor Agency's existing service connection, including installation of temporary potable water infrastructure in support of Contractor's phasing of Work. Otherwise, coordinate relocation of water meters with EBMUD as shown in the Drawings. Contractor shall be responsible for provision of its own potable water regardless of source at no additional cost to Successor Agency.
- C. Sanitation Facilities: No sanitation facilities are available at the Site. Contractor shall provide separate men's and women's sanitation facilities, a washstand with soap and water, and trash disposal receptacles for use by Contractor's personnel, Successor Agency, and visitors. Contractor shall arrange for sanitary servicing of facilities at least twice per week.
- D. Field Offices: Contractor shall maintain a suitable field office at the Site. Contractor's field office shall be the headquarters of the Contractor's authorized representative and Contractor shall be available to receive instruction at Contractor's field office during business hours.
- Contractor shall provide a separate lockable office for the Successor Agency with at least 500 square feet in usable area with a table, drafting table, two desks, 4 chairs, bottled drinking water service, refrigerator, and two locking 4-drawer file cabinet with a key, complete with electrical power with multiple 120-volt electric receptacles, lights, ventilation, at least 4 openable windows with screen and expanded metal protection guards, cylinder locks and hasps for padlocks on each door, six sets of keys for Successor Agency, a railed stairway to entrances with boot brush, and thermostatically-controlled electric heating and cooling.
- E. Ground Surface: Contractor shall provide all fill material, grading, and paving required to make the field offices and decontamination pad suitable for their intended temporary use. Any material brought on Site shall be certified clean as described in Section 02200 – *Earthwork*.

3.2 Work Zones

As required by Laws and/or Contractor's HSP, Contractor shall establish exclusion, decontamination, and clean zones at the Site in accordance with Contractor's favorably reviewed Operations and Phasing Plan. Contractor shall establish the boundary between Work zones using temporary chain link fence, traffic barricades and caution tape, or other appropriate methods.

Contractor shall maintain fire lane access to 5675 and 5677 Horton Street per requirements of Alameda County Fire Department and the City throughout the Work.

Contractor may utilize the portion of Horton Landing Park off-Site to the south as shown on the Drawings as a buffer zone between above-ground operations at the Site and the pedestrian/bicycle path in Horton Landing Park. Contractor shall not penetrate the ground surface in this area within Horton Landing Park, other than as needed for the installation of fencing and for restoration at the conclusion of the Work. Contractor shall maintain access to Horton Landing Park for pedestrians and cyclists except when closure is strictly necessary for the protection of public safety (e.g., during demolition of portions of the Site building in the vicinity).

3.3 Construction Entrances and Exits

Contractor shall construct stabilized construction entrances and exits with temporary access ramps for construction and passenger vehicles to enter and exit the Site in the locations indicated on the Drawings and in accordance with Contractor's favorably reviewed Operations and Phasing Plan. Stabilized construction entrances/exits shall meet the requirements of Section 01563 – *Storm Water Pollution Controls*, including BMP TC-1 included in EKI's Storm Water Plan. Materials used to construct access ramps shall not be susceptible to erosion and must withstand the required weight rating for the heaviest equipment on Site. Contractor shall protect above- and below-ground features in the vicinity of construction entrances as indicated on the Drawings and as otherwise necessary for the protection of property. Construction entrances and exits with temporary access ramps shall be removed by Contractor in accordance with Contractor's favorably reviewed Operations and Phasing Plan. Material used for construction of stabilized construction entrances and exits shall be characterized for disposal by the Contractor and disposed of at a permitted off-Site facility approved by Successor Agency.

Contractor shall provide flagging for inbound and outbound traffic in accordance with Contractor's favorably reviewed Construction Management Plan.

3.4 Pedestrian and Cyclist Detours

For phases of Work requiring closure of sidewalks and/or bicycle lanes in the vicinity of the Site (e.g., along the western side of Horton Street bordering the Site and in Horton Landing Park), Contractor shall implement and maintain pedestrian and cyclist detour signage in accordance with the Drawings, Mitigation Measure *TRANS-1* of the MMRP (Appendix L to Attachment A), and Contractor's favorably reviewed Construction Management Plan. All detours installed by Contractor or access restrictions to existing paths, sidewalks, and crosswalks in the vicinity of the Site shall be in compliance with the Americans with Disabilities Act.

3.5 Permanent and Temporary Fencing and Barriers

The perimeter of the Site is partially fenced as shown on the Drawings. Contractor shall remove portions of the existing fencing as shown on the Drawings. New fencing and barriers shall be constructed as either permanent or temporary, as shown on the Drawings and specified herein. Fencing and barriers must be adequately constructed to withstand high winds and shall not exceed property boundaries. For all perimeter fencing, Contractor shall install dust control fabric during the Work. Contractor shall install barbed wire for all temporary fencing.

Contractor shall provide additional temporary fencing, barriers or other features as required by the Drawings that are necessary to maintain Site security. Contractor shall promptly repair, maintain, or install new and existing fencing and barriers, as needed to maintain the Site security. In no case shall the degree of Site security be reduced by the Contractor's actions or failure to act.

Contractor shall install permanent perimeter fencing along the western property boundary of the Site, as shown on Drawings, in coordination with above-grade demolition activities and in accordance with all UPRR requirements. Contractor will provide Successor Agency at least two weeks' notice prior to requiring Successor Agency's surveyor to place markers for Contractor to install permanent perimeter fence along the western property boundary. Contractor shall protect Successor Agency's surveyor's stakes and markers until the permanent perimeter fence is

installed. Contractor shall be responsible for costs incurred if Successor Agency's surveyor is required to replace offset markers along the western property boundary.

3.6 Protection of Cleanouts, Floor Drains and Groundwater Wells

Before above-grade demolition starts, Contractor shall plug and cap floor drains and cleanouts within and near the Site building to prevent any liquid discharges while performing demolition activities. Protect off-Site monitoring wells as indicated on the Drawings.

Monitoring wells previously abandoned by Successor Agency shall be demolished to the extents of excavation in accordance with Section 02050 – *Demolition*.

3.7 Rubbish and Trash

Contractor shall patrol the Site and collect rubbish and trash daily. Do not allow rubbish and trash to collect such that a safety or fire hazard exists or a nuisance is created. If Contractor or Successor Agency determines by inspection that general housekeeping is required, housekeeping shall be performed immediately.

3.8 Utility Location

Prior to commencement of Work, Contractor shall both notify USA and engage a private utility locating company as discussed in Section 02200 – *Earthwork*.

3.9 Equipment Operation

Contractor shall ensure that all construction equipment is maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be in proper running condition prior to mobilization to the Site. Operate equipment in accordance with Mitigation Measures *NOISE-1* and *NOISE-3b* of the MMRP (Appendix L to Attachment A).

3.10 Parking

Limited parking space is available on the Site. Contractor, its employees, and Subcontractors may park on the Site in accordance with Contractor's favorably reviewed Operations and Phasing Plan. Contractor shall provide parking space for Successor Agency and Site visitors. Contractor may park its equipment on the Site. Contractor shall not park on public streets or in parking lots not designated for Contractor's use. Contractor is not responsible for providing parking for occupants of 5675 and 5677 Horton Street. Contractor shall maintain a safe pedestrian path from Horton Street along the perimeter of 5675 and 5677 Horton Street to allow access to existing entrances as shown on Drawings. Trucks shall be staged as described in Section 02283 – *Transportation and Disposal*.

3.11 Health and Safety and Site Security

- A. All workers and visitors allowed on-Site by Contractor or its Subcontractors shall have the appropriate health and safety training, medical monitoring, and personal protective equipment as required by Contractor's HSP or Subcontractors' HSPs and shall comply with all other provisions of Contractor's HSP or Subcontractors' HSPs.

- B. Contractor shall maintain a physical copy of Contractor's HSP and Subcontractors' HSPs on-Site for the duration of the Work.
- C. In addition to the requirements of the Contractor's HSP and Laws, the Contractor shall conduct the following:
 - 1. Site Control: For the duration of the Project, the Contractor shall assume full responsibility for Site health and safety and for Site security including health, safety, and security of the public. The Contractor's responsibility shall be continuous and are not limited to Work hours.
 - 2. Health and Safety Instructions: At the beginning of Work on the Site and as necessary thereafter, the Contractor shall instruct all workers, Successor Agency, and visitors regarding health and safety measures.
 - 3. Site Security: The Contractor shall implement security measures that are necessary or potentially necessary to protect the Contractor's materials and equipment and to prevent access to hazardous or potentially hazardous materials exposed during the Work. Security measures shall include continuous security guard with radio or telecommunications capabilities for all hours when Contractor personnel are not present on the Site.
 - 4. No Relief: None of the actions of the Successor Agency or Site visitors shall serve to relieve Contractor of Contractor's complete and continuous responsibility for Site health and safety and security and protection of the public.

3.12 Noise and Vibration

- A. Contractor shall perform all Work in accordance with Mitigation Measures *NOISE-1*, *NOISE-3A*, and *NOISE-3B* of the MMRP (Appendix L to Attachment A), including but not limited to designating a Noise Disturbance Coordinator.
- B. Contractor's Noise Disturbance Coordinator will not be responsible for interfacing directly with the public regarding the Work. Contractor's Noise Disturbance Coordinator shall coordinate with Successor Agency's public relations coordinator. Contractor's Noise Disturbance Coordinator shall track and implement remedies in response to noise complaints as described in Mitigation Measure *NOISE-1* of the MMRP (Appendix L to Attachment A).
- C. Successor Agency may arrange for structural/geotechnical investigation of the neighboring buildings at 5675 and 5677 Horton Street as described in Mitigation Measure *NOISE-3A* prior to the Work if access to those properties is granted. Successor Agency may document pre-existing cracks or other structural damage to the neighboring buildings at 5675 and 5677 Horton Street. Successor Agency may provide Contractor with a report documenting the results of the structural/geotechnical investigation and stating a vibration standard for earthwork performed within the northern property parcel. Contractor shall comply with the report and at Contractor's discretion Contractor may coordinate access to the neighboring buildings with Successor Agency to observe pre-existing cracking or structural damage if desired. Contractor shall incorporate the vibration standard into its Noise Mitigation Plan. Successor Agency may arrange for vibration monitoring as described in Mitigation Measure *NOISE-3B* and may notify Contractor if vibration caused by Contractor's Work exceeds the standard, in which case Contractor shall implement the measures described in Mitigation Measure *NOISE-3B*. Successor Agency may arrange for a second structural/geotechnical investigation at the conclusion of the Work; Contractor may be present

during the second structural/geotechnical investigation and will be liable for any damage beyond pre-existing damage documented in Successor Agency's report.

3.13 Archaeological Monitoring

- A. Contractor shall perform all Work in accordance with the Archaeological Monitoring Plan (Appendix G to Attachment B) and Mitigation Measures *CULT-1* and *CULT-2* of the MMRP (Appendix L to Attachment A), including provision of access to the Site as requested by Successor Agency. Contractor shall not perform earthwork activities if Successor Agency's archeological monitoring representative is not present. All encountered archeological artifacts or human remains shall remain in place and work within 25 feet of the deposit shall be ceased until potential artifacts or human remains are evaluated. Discovery of archeological artifacts or human remains shall be immediately reported to Successor Agency.

3.14 Biological Monitoring

- A. Results of a nesting survey by a qualified biologist may be provided to Contractor prior to commencement of the Work if vegetation removal or initial Project activities are planned during the nesting season (March through August). Contractor shall perform all Work in accordance with any restrictions communicated by Successor Agency resulting from the nesting survey and in accordance with Mitigation Measure *BIO-1* of the MMRP (Appendix L to Attachment A).

3.15 Tree Protection

- A. Contractor shall protect trees marked for protection on the Drawings. Refer to the Arborist's Assessment in Attachment K for additional information. Contractor shall place and maintain trench plates over the critical root zone of trees marked for protection if traffic, including construction vehicles, will pass over-top. Refer to Section 02200 – *Earthwork* for requirements for digging within critical root zones. The approximate extents of critical root zones will be marked by a certified arborist in the field. Contractor shall give Successor Agency at least two weeks' notice prior to needing critical root zone marking.

3.16 Site Maintenance

- A. During all activities, Contractor shall not permit dirt or debris to accumulate at the Site access and egress points, in the storm drain system, or on adjacent streets or right of ways. Contractor shall implement street sweeping measures in accordance with the Dust, Vapor, and Odor Control Plan (Appendix B of Attachment A), Contractor's favorably reviewed Dust, Vapor, and Odor Control Plan Addendum (if prepared), Contractor's favorably reviewed Construction Management Plan, and Mitigation Measure *TRANS-1* of the MMRP (Appendix L to Attachment A).
- B. Contractor shall promptly provide street sweeping to remove all soils, including clayey soils encountered at the Site, dirt, rock, asphalt, and other deposits that accumulate on the public roads that are a result of the Contractor's operations. This includes windblown deposits, spillage, and tracking of material onto the roads. Street shall be swept at least once daily during times when there are more than four truckloads hauling soil or debris in a day. Contractor's street sweeper(s) must be favorably reviewed units that are specifically designed for street sweeping; Contractor shall not solely rely on use of broom or other attachments on general purpose equipment (e.g., skid steer). Contractor shall mobilize additional or alternative equipment as needed to meet the requirements of these Specifications at no additional cost. Contractor shall

inspect the roads at least twice daily during hauling operations, at noon and at the end of each shift. When the inspection by Contractor or Successor Agency determines that cleaning is required, cleaning shall be performed immediately.

C. At the end of each day, the Contractor shall perform the following:

1. Secure the Site;
2. Inspect all soil or debris stockpiles on the Site and secure covers;
3. Store equipment;
4. Disconnect water and power (except as needed for Site offices and for health and safety and security);
5. Perform sweeping and cleaning as described above; and
6. Position or implement any appropriate measures in accordance with Section 01503 – *Storm Water Pollution Controls*.

3.17 Maintenance of Utility Service for 5675 and 5677 Horton Street

Contractor shall install and maintain all existing utility services for the buildings located at 5675 and 5677 Horton Street during the Work as shown on the Drawings and in accordance with Contractor's favorably reviewed Operations and Phasing Plan. Contractor shall give Successor Agency a minimum of two days' notice prior to requiring any interruption to utility service during transfer from permanent to temporary service, if needed to facilitate replacement of utilities. Contractor shall communicate with Successor Agency regarding potential service interruptions such that Successor Agency can communicate with the occupants of 5675 and 5677 Horton Street.

3.18 Installation of New Utility Services for 5679 Horton Street

Contractor shall install new utility services for 5679 Horton Street as shown on the Drawings.

3.19 Final Grading

At the conclusion of excavation and backfilling activities, Contractor shall grade the Site in accordance with the Drawings.

3.20 Final Site Restoration

- A. Contractor shall restore Horton Landing Park to pre-existing condition. Refer to Horton Landing Park as-built drawings in Attachment J.
- B. Contractor shall restore sidewalk and landscaping along Horton Street to pre-existing conditions, including replacement of any trees removed during the Work in accordance with the recommendations of the Arborist's Assessment (Attachment K).
- C. Contractor shall repair or replace all signage disturbed during the Work.
- D. Contractor shall restore any planters, landscaping, or other features disturbed along the perimeter of 5675 Horton Street and 5677 Horton Street.

- E. Contractor shall restore pavement and striping on Horton Street, if damaged as determined by the Successor Agency, to pre-existing conditions.
- F. Contractor shall pave, stripe, and install curbs, gutters, and other features as shown on the Drawings.

3.21 Final Cleanup and Demobilization

- A. Upon completion of the Work, the Contractor shall decontaminate and remove all materials and equipment brought to the Site that are not permanently installed as part of the Work.
- B. Contractor shall repair any damage caused by Contractor's activities to perimeter fences, buildings, streets, curbs, landscaping (including restoration of existing landscaping disturbed in Horton Landing Park), and other improvements not designated on Drawings located on- or off-Site.

END OF SECTION

SECTION 01561 – DUST, VAPOR, AND ODOR CONTROL

PART 1 – GENERAL

1.1 Scope

Work under this Section includes implementation of the Dust, Vapor, and Odor Control Plan (Appendix B of Attachment A) and Contractor's Dust, Vapor, and Odor Control Plan Addendum, if prepared as described in Section 01330 – *Site Specific Plans*.

1.2 Definitions

- A. "Dust" shall mean airborne particulate matter that is associated with or results from the Contractor's activities. Of particular concern is asbestos, lead and/or silica-containing dust associated with the Contractor's demolition activities (including abatement activities), excavation activities, truck traffic onto, on, and off of the Site, loading and decontamination of transportation vehicles, and wind traversing across exposed stockpiled soil and debris. This definition applies regardless of whether "dust" is capitalized herein.
- B. "Visible dust" shall mean dust that can be seen visibly, without instrumentation. This definition applies whether or not "visible dust" is capitalized herein.

1.3 Submittals

See Section 01300 – *Contractor Submittals* and 01330 – *Site Specific Plans*.

PART 2 – PRODUCTS

- A. Dust Control Fabric: Dust control fabric shall be a woven mesh polypropylene fabric, California Industrial Fabrics 96% closed black or green mesh or equal, installed in accordance with manufacturer's recommendations for dust and wind control. Contractor shall submit cut sheet for proposed dust control fabric to Successor Agency for review, in accordance with Section 01300 – *Submittals*.
- B. Vapor and Odor Suppressants: Odor and vapor control products shall be FS-500 EA manufactured by Hazard Control Technologies or equal, BioSolve® Pinkwater manufactured by The BioSolve Company or equal, and RusFoam® OC manufactured by Rusmar Incorporated or equal, applied by trained Contractor personnel or by a specialty Subcontractor in accordance with manufacturer's recommendations. RusFoam® OC or equal shall be applied using a Rusmar® Pneumatic Foam Unit or equal.
- C. Soil binder or stabilizer: Soil binders and stabilizers shall be a nontoxic dust palliative favorably reviewed by Successor Agency prior to use.
- D. Water: potable.

PART 3 – EXECUTION

3.1 Implement Dust, Vapor, and Odor Control Plan and Addendum

- A. Contractor shall comply with the Dust, Vapor, and Odor Control Plan and Contractor's favorably reviewed Dust, Vapor, and Odor Control Plan Addendum, if prepared, at all times. Dust control measures during aboveground abatement Work shall also be in accordance with Contractor's favorably reviewed Asbestos, Lead, and Other Hazardous Materials Abatement Work Plan.
- B. It is anticipated that air monitoring per the Perimeter Air Monitoring Plan (Appendix F of Attachment A) will be conducted only during below-grade soil excavation activities.
- C. If observations made by the Contractor, Successor Agency, regulatory agencies, or public complaints received by the Contractor, Successor Agency, or regulatory agencies indicate the need for more stringent dust, vapor, and odor control measures, Contractor shall promptly increase appropriate decontamination measures to the satisfaction of the Contractor, Successor Agency, or regulatory agencies.
- D. Upon issuance of the Notice to Proceed, Successor Agency may direct Contractor to purchase and mobilize one 275-gallon tote of FS-500 EA or equal, one 275-gallon tote of BioSolve® Pinkwater or equal, and/or one 55-gallon drum of RusFoam® OC or equal. Successor Agency may also direct Contractor to mobilize a Rusmar® Pneumatic Foam Unit or equal upon commencement of excavation in areas with high soil VOC concentrations (see Attachment D) to have on hand in case less rigorous vapor and odor control measures (e.g., spraying with water, spraying with BioSolve® Pinkwater or equal, covering with plastic tarp, etc.) are not adequate. Contractor shall mobilize supplies and equipment as directed. If mobilized, Contractor shall maintain the Rusmar® Pneumatic Foam Unit or equal on Site for four (4) weeks, regardless of whether the unit is used. Additional rental shall only be on an as-needed basis for actual use at the unit rate stated in the Bid Schedule. Additional FS-500 EA, BioSolve® Pinkwater, and RusFoam® OC, or equals, shall be purchased on an as-needed basis at the unit rates stated in the Bid Schedule. Contractor may make no claims for delays, and no extension of Contract Time will be available for delays due to FS-500 EA, BioSolve® Pinkwater, RusFoam® OC, and Rusmar® Pneumatic Foam Unit (or equals) lead times.

3.2 Notice to Contractor: Dust, Vapor, and Odor

- A. The concentrations of hazardous substances present on the Site within above-grade features, soil, groundwater, and dust may present a potential health risk to on-Site workers and off-Site receptors. In addition, odorous soil has been encountered at the Site. Contractor is responsible for the health and safety of all Site personnel, including any air monitoring in accordance with DTSC-approved Contractor's HSP, notwithstanding any air monitoring performed at the Site by the Successor Agency pursuant to the Perimeter Air Monitoring Plan (Appendix F to Attachment A).
- B. During above-grade demolition, if Successor Agency notifies Contractor that fugitive dust is observed at the Site perimeter, the Contractor shall implement the protocols described in the Dust, Vapor, and Odor Control Plan, and Contractor's favorably reviewed Dust, Vapor, and Odor Control Plan Addendum, if prepared.

- C. During below-grade soil excavation activities, if Successor Agency notifies Contractor that dust or VOC action levels are exceeded, fugitive dust is observed, or odors are detected at the Site perimeter per EKI's Perimeter Air Monitoring Plan, the Contractor shall implement the protocols described in the Perimeter Air Monitoring Plan, Dust, Vapor, and Odor Control Plan, and Contractor's favorably reviewed Dust, Vapor, and Odor Control Plan Addendum, if prepared.
- D. Notwithstanding any perimeter air sampling performed by Successor Agency, Contractor is responsible for complying with Laws, including BAAQMD requirements regarding emissions of dust, metals, VOCs, and other odorous substances and nuisances.

3.3 Excessive Watering

Contractor shall not employ dust control methods that result in runoff, ponded water, surface erosion, hazardous conditions, or free liquids.

3.4 Contractor's Responsibility

Effective control of dust, vapor, and odor is important for protection of workers on the Site, for protection of adjacent workers and residents, for the protection of the public, and for compliance with Laws. Contractor shall continuously employ conscientious and effective means of dust, vapor, and odor control. The Contractor is responsible for all damages, delays, government-imposed penalties or fines, and claims that result from the Contractor's dust, vapor, and odor control practices or lack of implementation.

END OF SECTION

SECTION 01562 – DECONTAMINATION

PART 1 – GENERAL

1.1 Scope

This Section identifies the requirements for decontamination of Contractor's personnel, vehicles, equipment, and demolition debris. Work includes implementation of the Decontamination Plan (Appendix C of Attachment A) and Contractor's favorably reviewed Decontamination Plan Addendum, if prepared.

1.2 Definition

Decontamination shall mean the cleaning of all soil and other potentially hazardous substances from personnel, vehicles, equipment, or materials used at or taken from the Site of Work. This definition applies regardless of whether "decontamination" is capitalized herein.

1.3 Submittals

See Section 01300 – *Contractor Submittals* and 01330 – *Site Specific Plans*.

PART 2 – PRODUCTS

- A. Detergent: Detergent shall be free of phosphates, 1,4-dioxane, per- and poly-fluoroalkyl substances, and all other deleterious substances.

PART 3 – EXECUTION

3.1 Compliance with Decontamination Plan

- A. Contractor shall comply with Decontamination Plan and Contractor's favorably reviewed Decontamination Plan Addendum, if prepared, at all times, in addition to the requirements herein.
- B. If observations made by the Contractor, Successor Agency, regulatory agencies, or public complaints received by the Contractor, Successor Agency, or regulatory agencies indicate the need for more stringent decontamination measures, Contractor shall promptly increase appropriate decontamination measures to the satisfaction of the Successor Agency or regulatory agencies, respectively.
- C. None of the observations or other actions of the Successor Agency or others shall serve to relieve the Contractor of its complete responsibility for decontamination of personnel, materials, vehicles, or other equipment.

3.2 Establishment of Decontamination Areas

- A. For each phase of below-grade Work, Contractor shall establish one or more areas on-Site for the decontamination of personnel, vehicles, and equipment leaving exclusion zones and/or exiting the Site, in accordance with Contractor's favorably reviewed Operations and Phasing Plan. Contractor shall install a decontamination pad at all Site exits prior to transport and off-Site disposal or recycling of below-grade material or soil. Decontamination areas shall allow the

Successor Agency to conveniently observe the decontamination of materials, personnel, equipment, and vehicles leaving the Site.

- B. The locations of the decontamination pad(s) and access road(s), if needed, shall be in accordance with Contractor's favorably reviewed Operations and Phasing Plan. Contractor shall be responsible for re-locating decontamination pad or installing additional decontamination pad(s), as necessary, based on Contractor's staging of Work.
- C. The Successor Agency may elect to collect soil samples beneath the footprint of the decontamination pad before installation and after demobilization.
- D. Contractor's decontamination pad and other decontamination equipment shall be available for use by authorized visitors and Successor Agency. Used personal protective equipment, sampling equipment, and residuals from visitor and Successor Agency decontamination shall be combined with Contractor's wastes and loaded, transported, and disposed of by the Contractor at Contractor's sole cost.

3.3 Decontamination Wastes

Decontamination wastes, including soils and decontamination waste water, shall be loaded, transported, and disposed of off-Site in accordance with Section 02283 – *Transportation and Disposal*.

END OF SECTION

SECTION 01563 – STORM WATER POLLUTION CONTROLS

PART 1 – GENERAL

1.1 Scope

Work under this Section includes implementation of the SWP (Appendix E of Attachment A), Contractor's favorably reviewed SWP Addendum, if prepared, and Contractor's favorably reviewed SWPPP.

1.2 Submittals

See Section 01300 – *Contractor Submittals* and 01330 – *Site Specific Plans*.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 Compliance with SWP, SWP Addendum, and SWPPP

Contractor shall retain a Qualified Stormwater Practitioner (QSP) and implement the SWP (Appendix E of Attachment A), Contractor's favorably reviewed SWP Addendum, if prepared, and the SWPPP at all times.

3.2 Storm Water Pollution Controls

- A. Contractor shall comply with the SWP (Appendix E of Attachment A), Contractor's favorably reviewed SWP Addendum, if prepared, and the SWPPP.
- B. Contractor is fully responsible for maintaining pre-existing conditions of off-Site stormwater flow and infrastructure where impacted by the Work, including but not limited to in Horton Landing Park. Contractor shall take immediate action to remedy disfunction of off-Site stormwater controls if they become compromised due to Contractor's actions.

3.3 Storm Water Pollution Controls After Work is Complete

After Work activities are complete, Contractor shall leave the Site such that there are no obstructions other than Contractor's sediment control measures that will prevent rainfall runoff from flowing into the catch basins and drainage inlets. Contractor shall grade the Site in accordance with the Drawings.

END OF SECTION

SECTION 02050 – DEMOLITION

PART 1 – GENERAL

1.1 Scope

Work under this Section shall be separated into two distinct phases of demolition: above-grade demolition, and below-grade demolition. These activities shall be coordinated with excavation Work described in Section 02200 – *Earthwork*. Waste generated from demolition shall be disposed or recycled in accordance with Section 02283 – *Transportation and Disposal*.

- Above-grade demolition: Includes the abatement of hazardous materials, demolition and removal of above-grade building and other features in coordination with UPRR, and transportation and off-Site recycling or disposal, as appropriate, of wastes generated. Above-grade utilities shall be cut and capped until below-grade demolition occurs. The existing concrete floor slab shall be left intact until below-grade demolition.
- Surface and below-grade demolition: Includes the cutting and capping of the Site utilities, and the demolition, removal, transportation, and recycling/disposal off-Site of existing and historical concrete floor slabs and building foundations, buried concrete debris or rubble, asphalt and concrete paving, and below-grade features on Site, including all associated piping and any other below-grade utilities encountered in the Work that are not designated for protection.

The above-grade building to be demolished is a warehouse with a plan-view area of approximately 47,000 square feet. The building has a concrete foundation, concrete tilt-up walls, concrete cast-in-place exterior columns, structural wood interior columns, and a composition plywood roof supported by wood framing as shown on the original Site building architectural drawings included in Attachment L. The building currently has electrical power and an active fire sprinkler system, both of which shall be disconnected prior to demolition.

Previous demolition activities inside the building included: (1) the abatement (lead and asbestos), demolition, and removal of interior offices in the northeast corner of the building in 2013, and (2) the demolition and removal of interior walls and minor heating and ventilation equipment and ducting located in the northwest corner in 2016. Cut and capped utilities from prior demolition activities and remaining heating and ventilation equipment will be encountered and will require further demolition, cutting and/or capping, and recycling or disposal. Several utilities are present but have been disconnected, typically cut and capped on slab or at an existing junction box, inside the aboveground building; disconnected utilities include plumbing, heating and ventilation equipment and ducting, natural gas, phone, security system, and communication lines.

1.2 Materials Ownership

All abated above-grade demolished materials shall be transferred to and become the property of the Contractor except where precluded by Laws, e.g., for “generator” ownership of hazardous waste. All surface and below-grade demolition materials shall be disposed of at a permitted disposal or recycling facility proposed by Contractor and favorably reviewed by Successor Agency.

Contractor has title to recycled material. Perform all below-grade Work in accordance with the Archaeological Monitoring Plan as described in Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out*.

1.3 Dust, Vapor, and Odor Control

See Section 01561 – *Dust, Vapor, and Odor Control*.

1.4 Decontamination

See Section 01562 – *Decontamination*.

1.5 Storm Water Pollution Controls

See Section 01563 – *Storm Water Pollution Controls*.

1.6 Disposal of Wastes

See Section 02283 – *Transportation and Disposal*.

1.7 Permits and City Requirements

For permits, see Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out*.

All Work shall comply with Laws.

1.8 UPRR Requirements

For UPRR notifications, see Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out*. Contractor shall coordinate demolition and permanent perimeter fence installation along the western property boundary of the Site, as shown on Drawings, with UPRR Representative and perform Work in accordance with all UPRR requirements. Demolition of Site building walls shall not commence without UPRR approval of Contractor's Above-Grade Demolition Plan.

1.9 Submittals

Contractor shall submit information regarding the proposed off-Site recycling or disposal facility for debris and soil in accordance with Section 01300 – *Submittals* and Section 02283 – *Transportation and Disposal*. Refer to Section 01330 – *Site Specific Plans* for information regarding plan submittals.

Contractor shall submit a plan to Successor Agency for review describing means and methods for deactivating the existing building fire sprinkler and alarm systems at least 21 days prior to commencement of the Work.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 Disconnect Utilities

Prior to beginning demolition, Contractor shall notify USA and the City of Emeryville City Engineer's Office to identify the location of utilities within the Site. Contractor shall be responsible for protecting existing utilities that do not need to be demolished or replaced during the demolition and excavation. If a utility designated to be demolished serves neighboring buildings, Contractor shall provide temporary utility service until the final utility can be installed or sequence the Work so that permanent utility service can be replaced without service interruption for neighboring businesses in accordance with the Contractor's favorably reviewed Operations and Phasing Plan and Construction Schedule. Refer to Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out* for additional information regarding temporary and permanent utility service installation. Site utilities shall be retained or shut off, disconnected, and capped, as indicated on the Drawings. Prior to beginning the demolition or excavation, Contractor shall obtain the City Building Inspector's confirmation that Site utilities have been shut off properly and neighboring buildings' utility service will not be impacted.

Contractor shall perform the following prior to beginning demolition activities and during demolition activities:

- A. Locate, expose, and pothole utilities, as necessary, to be protected during demolition activities, and promptly submit information regarding vertical and horizontal location to the Successor Agency. Perform Work in accordance with Section 02200 – *Earthwork*.
- B. Confirm buried fiber optic lines are not located on the west side of the Site. Coordinate with Verizon (formerly MCI fiber optic infrastructure) and USA North to ensure that no damage or connection to fiber optic equipment owned by Verizon (telephone: 1-855-480-4789).
- C. Maintain utility service for 5675 and 5677 Horton Street as described in Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out*.

3.2 Remove Above-Ground ACM, LCM, and Other Hazardous Materials

- A. Contractor shall remove all above-ground ACM, LCM, and all other hazardous materials encountered at the Site, e.g., fluorescent light fixtures (including mercury tubes and polychlorinated biphenyl [PCB] ballasts), as identified in Attachment C or otherwise encountered at the Site prior to beginning demolition activities. Perform Work in accordance with Contractor's favorably reviewed Asbestos, Lead, and Other Hazardous Materials Abatement Work Plan. Contractor shall be appropriately licensed and registered and Contractor's personnel shall be appropriately trained and certified for work with ACM, LCM and other regulated and hazardous materials and waste. For bidding purposes, Contractor shall assume all light fixtures contain PCB ballast and mercury tubes.
- B. Contractor shall remove, manage, characterize, and dispose or recycle, as appropriate, all hazardous materials as required by Successor Agency, City, Cal-OSHA, BAAQMD, California-EPA and Laws. All Cal-OSHA and BAAQMD required records shall be maintained on the Site and available for review by regulatory agency personnel and Successor Agency. Perform all waste sampling necessary to adequately characterize waste.

- C. Contractor shall not begin abatement until Successor Agency performs a pre-abatement visual inspection of the abatement areas for compliance with all applicable regulations.
- D. Contractor shall completely remove ACM and other potentially hazardous materials to the satisfaction of Successor Agency as based on Successor Agency's final visual inspection. Contractor shall incorporate time into Contractor's schedule for "clearance" sampling for hazardous building materials by Successor Agency (e.g., air sampling for residual airborne asbestos and surface wipe sampling for lead-contaminated dust), which Successor Agency may perform based on Contractor's means and methods of abatement. Contractor shall attend final clearance walkthrough inspection and, if performed, clearance sampling. Contractor shall assume clearance results will be received from Successor Agency seven (7) working days after collection of clearance samples, if collected. Contractor's non-abatement personnel shall not occupy the Site building until favorable clearance sampling results are achieved, if sampling is performed. No demolition of the building may begin prior to Successor Agency's favorable review of abatement actions. Contractor shall continue abatement activities until final visual inspection and clearance sampling results are favorable.

3.3 Prepare for and Perform Above-Grade Demolition

Contractor shall perform above-grade demolition in accordance with the Drawings. Contractor shall demolish abated above-grade Site building and other above-grade features located at the Site, whether or not shown on the Drawings, unless identified for protection on the Drawings. The existing concrete floor slab and asphalt paving shall be left intact until below-grade excavation demolition commences. Contractor shall perform the following prior to beginning demolition activities and during demolition activities:

- A. Contractor shall protect vegetation marked on the Drawings for protection. Contractor shall review the Arborist's Assessment (Attachment K) for information regarding the trees located along Horton Street.
- B. Contractor shall visually survey existing conditions of the Site building or other above-grade features to be demolished to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the Site building or other above-grade features. Contractor shall coordinate demolition with UPRR Representative and shall perform demolition in accordance with favorably reviewed Above-Grade Demolition Plan; demolition of Site building walls shall not proceed without UPRR approvals. Due to the close proximity of the active railroad on the western portion of the Site, extreme caution should be exercised in demolition planning and execution.
- C. Contractor shall verify areas scheduled for demolition are made safe from electrical shock hazard prior to demolition. Contractor shall disconnect all electrical power, communications, alarm and signal systems in the Site building.
- D. Contractor shall perform visual surveys as the Work progresses to detect potential hazards resulting from demolition activities.

- E. Contractor shall provide appropriate measures to assure the exhaust from demolition equipment and any other powered equipment does not result in hazardous conditions inside the Site building.
- F. Contractor shall provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of exterior building walls, columns, footings, roof framing and beams, and roofing during demolition. Contractor shall strengthen or add new supports when required during progress of demolition.
- G. Contractor shall stage demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- H. Contractor shall conduct demolition activities to prevent injury to people, including individuals located on neighboring properties.
- I. Contractor shall conduct demolition activities to prevent damage to Site features identified for protection and to neighboring properties and UPRR tracks.
- J. Contractor shall ensure safe passage of people around demolition area and the public around the Site boundary. If necessary during demolition of the Site building bordering Horton Landing Park, contractor shall restrict access to Horton Landing Park and install detour signage as shown on the Drawings and in accordance with Contractor's favorably reviewed Construction Management Plan. Contractor shall limit closure of Horton Landing Park to that which is strictly necessary for the protection of public safety.
- K. Contractor shall not use explosives.
- L. Contractor shall remove portions of the Site building and lower them to the ground by a method suitable to avoid free fall, prevent impact with the ground, and prevent dust generation.
- M. Contractor shall assure minimum interference with roads, streets, walks, railroad, and other adjacent and nearby facilities.
- N. Contractor shall maintain fencing and other protective features in accordance with Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out*.
- O. Due to the presence of VOCs below the concrete floor, Contractor shall immediately stop Work if the Work results in penetration of the concrete floor and shall immediately notify Successor Agency. Contractor shall monitor workspace air for VOCs and comply with Contractor's HSP. Significant floor penetrations shall be immediately repaired using favorably reviewed cover, sealant, or grout. Contractor shall promptly notify Successor Agency of such conditions and mitigate such conditions to the satisfaction of Successor Agency. The Contractor shall continue Work in the Site building only after Contractor's course of action is favorably reviewed by Successor Agency.

3.4 Remove, Transport, and Dispose or Recycle of Above-Grade Building and Other Features

Contractor shall remove, transport, and recycle or dispose, as appropriate, of the demolished above-grade site Building and other features in accordance with Section 02283 – *Transportation*

and Disposal, Contractor's favorably reviewed Waste Management Plan, and applicable Laws. No guarantee of any recycle value is implied by Successor Agency. On-Site sale of removed items is prohibited.

3.5 Perform Surface and Below-Grade Demolition

Contractor shall perform demolition of Site paving and below-grade features and utilities as shown on the Drawings and in coordination with earthwork performed in accordance with Section 02200 – *Earthwork*. Contractor shall perform the following prior to beginning demolition activities and during demolition activities:

- A. Contractor is notified that buried water pipe at the Site may be asbestos cement, to be field verified by Contractor. Contractor shall handle all ACM encountered during demolition in accordance with the Specifications and Laws.
- B. Contractor shall sequence building slab and asphalt paving removal in accordance with Contractor's favorably reviewed Operations and Phasing Plan. Contractor shall sequence slab and paving removal with excavation activities to minimize exposed surfaces; if slab and paving removal is not immediately followed by excavation, Contractor shall cover ground surface with tarping for dust, vapor, and odor control and, if needed, apply vapor and odor suppressants. For portions of the Site where excavation is not planned, retain paved surface during demolition and excavation activities, at which time additional paving in some portions of the Site shall be demolished and replaced as shown on the Drawings and according to Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out*.
- C. Refer to historical architectural drawings for existing Site building provided in Attachment L and information describing buried Marchant building features (BMBF) provided in the FS/RAP (Attachment D) and Draft RDIP (Attachment A) for available information regarding historical and current buildings, including information related to underground features that may be encountered by Contractor.
- D. Contractor shall thoroughly process concrete and other debris such that it is acceptable according to the requirements of receiving off-Site recyclers or waste disposal facilities, including breaking concrete into smaller pieces and snipping and/or segregating rebar. Contractor shall be liable for all waste disposal surcharges resulting from inadequate concrete/rebar segregation or other inadequate processing prior to off-haul.
- E. Contractor shall fully segregate soil and debris resulting from below-grade demolition, completely removing soil adhered to demolished underground features prior to off haul. Contractor shall be liable for all waste disposal surcharges resulting from inadequate soil/debris segregation.
- F. During below-grade demolition including removal of subsurface utilities, Contractor shall inspect demolition debris and utility corridor soil for signs of impacts, including debris or soil that is visible stained, discolored, shiny, or oily or has a noticeable solvent-like or hydrocarbon odor. Contractor shall segregate demolition debris or soil with signs of impacts in accordance with Section 02200 – *Earthwork*.

G. Monitoring wells within the extents of excavation will be pressure grouted and abandoned by Successor Agency prior to the Work. Monitoring well casings are typically 4 inches in diameter. Refer to the Drawings for monitoring well locations. Monitoring wells were constructed with stainless steel blank casings, PVC blank casings, or a combination thereof, as listed below:

- Constructed entirely with stainless steel blank casings: FMW01, FMW03 through FMW08, and FMW10;
- Constructed entirely with PVC blank casings: FMW21 through FMW24, FMW28, FMW31, FMW34 through FMW38, and FMW43;
- Constructed with PVC blank casings to 4 feet bgs followed by stainless steel: FMW19, FMW20, FMW30, FMW32, FMW33, and FMW47;
- Constructed with PVC blank casings to 5 feet bgs followed by stainless steel: FMW11 through FMW18, FMW25, FMW26, FMW27, and FMW29;
- Constructed with PVC blank casings to 5.5 feet bgs followed by stainless steel: FMW45;
- Constructed with PVC blank casings to 6 feet bgs followed by stainless steel: FMW48; and
- Constructed with PVC blank casings to 6.5 feet bgs followed by stainless steel: FMW46.

Contractor shall demolish abandoned monitoring well columns within the extents of excavation. For wells with casings that are either entirely or partially stainless steel within the extents of excavation, carefully dig around stainless steel abandoned well columns and cut at the base of excavation. Abandoned PVC well columns may be demolished within the extent of excavation using excavator or other mechanical means.

H. Successor Agency is pre-characterizing some, but not all, buried concrete features as described in Attachment M. The results of pre-characterization will be provided to Contractor prior to commencement of the Work.

I. Contractor shall stockpile concrete features not pre-characterized by Successor Agency for inspection by Successor Agency. Additionally, Contractor shall stockpile concrete that is visually stained, regardless of pre-characterization status, for inspection by Successor Agency. Stockpiles shall be in accordance with Section 02202 – *Stockpile Management* and applicable Laws. Successor Agency may collect samples of concrete or other demolition debris at the Successor Agency's discretion. Contractor shall assist with sample collection at the request of Successor Agency. Contractor shall assume stained concrete and debris is hazardous until the results of characterization indicate otherwise. Contractor shall assume receiving sample results within 10 working days of sample collection; this assumption is provided solely for scheduling purposes and does not bind the Successor Agency to provide sampling results within the assumed time, and the assumed time does not account for delays attributable to Contractor's actions.

J. Successor Agency is not aware of any underground storage tanks (USTs) located at the Site. If Contractor encounters a UST during below-grade demolition activities, Contractor shall immediately notify Successor Agency and coordinate characterization and removal of the UST and

any contents with Successor Agency and Alameda County Department of Environmental Health (ACDEH) in accordance with the Laws.

3.6 Load, Transport, and Dispose of Surface and Below-Grade Features

Contractor shall load, transport, and recycle or dispose, as appropriate, of the demolished surface and below-grade structures and features in accordance with Section 02283 – *Transportation and Disposal*, Contractor’s favorably reviewed Waste Management Plan, and applicable Laws. No guarantee of any recycle value is implied by Successor Agency.

The concrete Site building slab (i.e. upper slab) and surface asphalt shall be disposed of or recycled off-Site, as appropriate. Buried concrete features associated with historical building foundations or other structural features such as a loading ramp that are not visibly stained or odorous shall be disposed of or recycled off-Site. Buried concrete/hardscape features pre-characterized in accordance with the Pre-Characterization Work Plan or visibly stained/odorous concrete and demolition debris shall be disposed of off-Site. Refer to Section 02283 – *Transportation and Disposal*.

END OF SECTION

SECTION 02200 – EARTHWORK

PART 1 – GENERAL

1.1 Scope

Work in this Section includes excavation and loading of potentially impacted soil to the limits shown on the Drawings or otherwise communicated by Successor Agency, characterizing backfill for review and approval by Successor Agency and DTSC, and backfilling and compacting excavations, as shown on the Drawings. Waste generated shall be disposed of in accordance with Section 02283 – *Transportation and Disposal*.

1.2 Site Access

Access to the Site is from Horton Street as shown on the Drawings and described in Contractor's favorably reviewed Operations and Phasing Plan. Coordinate access with Section 02283 – *Transportation and Disposal*.

1.3 Utility Location

- A. At least two working days prior to beginning any below-grade demolition, excavation, or exploration (including potholing), notify USA to obtain an Inquiry Identification Number (ticket number). Provide a copy of USA ticket, including ticket number, to Successor Agency.
- B. Contractor shall be responsible for renewing USA ticket for duration of Work.
- C. Engage the services of a private utility locating company to identify locations of existing utilities within the planned below-grade demolition and excavation areas and for 10 feet outside of the planned below-grade demolition and excavation area boundaries shown on the Drawings. Notify the Successor Agency at least two working days prior to beginning potholing, so that the Successor Agency may observe the Contractor's operations. Coordinate with Section 02050 – *Demolition* for utility protection and removal of on-Site below-grade utilities not designated for protection.
- D. Conform to all applicable Laws. The precise location of underground facilities can only be determined by careful probing, hand digging, potholing, or physical exposure in compliance with Article 6 of the OSHA Construction Safety Orders.

1.4 Permits

See Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out*.

1.5 Dust, Vapor, and Odor Control

See Section 01561 – *Dust, Vapor, and Odor Control*.

1.6 Decontamination

See Section 01562 – *Decontamination*.

1.7 Disposal of Wastes

See Section 02283 – *Transportation and Disposal*.

1.8 Quality Assurance

- A. Successor Agency's Geotechnical Engineer will observe placement and compaction of fill.
- B. As directed by Successor Agency's Geotechnical Engineer, excavate holes for in-place soil sampling and/or density testing of fill by Successor Agency's Geotechnical Engineer. Contractor shall be responsible for all costs incurred by Successor Agency's Geotechnical Engineer for additional inspection and retesting resulting from non-compliance with compaction requirements. Successor Agency's Geotechnical Engineer may perform or not perform compaction testing on any lift of backfill material at any time at its own discretion.

1.9 Submittals

See Sections 01300 – *Contractor Submittals* and 01330 – *Site Specific Plans* for information regarding required submittals. In addition, Contractor shall submit the following:

- A. Provide Successor Agency with a copy of the USA Inquiry Identification Number.

PART 2 – PRODUCTS

2.1 Materials

- A. General Import Fill: General import fill shall be favorably reviewed fill material meeting import material testing requirements and the requirements of the Geotechnical Recommendations (Attachment F). Alternatively, if provided by Successor Agency, general import fill shall be material provided by Successor Agency.
- B. Class 2 A/B Import Fill: Class 2 A/B shall be favorably reviewed virgin material that meets import material testing requirements and requirements of the Geotechnical Recommendations (Attachment F) meeting the requirements for ¾-inch maximum Class 2 A/B in accordance with Section 26-1.02a of the Caltrans Standard Specifications. No recycled material shall be used.
- C. Class 2 Permeable Material Import Fill: Class 2 permeable material shall be favorably reviewed virgin material that conforms to Caltrans Standard Specifications, Section 68, Class 2, 1-inch maximum and meets import material testing requirements and requirements of the Geotechnical Recommendations (Attachment F).
- D. Sand Import Fill: Sand shall be favorably reviewed virgin material that conforms to Caltrans Standard Specifications and meets import material testing requirements and requirements of the Geotechnical Recommendations (Attachment F).
- E. Filter Fabric: Filter fabric shall be Mirafi 600X, or favorably reviewed equal. Filter fabric must withstand sustained temperatures up to 120°C.
- F. Tent and Tent Air Ventilation and Treatment System: Tent and tent air ventilation and treatment system shall comply with Contractor's favorably reviewed Tenting Plan. Tent shall be a stressed membrane structure purchased from Sprung Instant Structures, Inc. or favorably reviewed equal. Contractor's tent shall be anchored using above-grade ballast.

- G. Orange Fence: Orange plastic safety fence, Tenax or equal. No submittal required.

PART 3 – EXECUTION

3.1 Excavation

- A. Initial Limits of Excavation: The initial limits of excavation are shown on the Drawings. Additional excavation beyond initial extents may be required as described in these Specifications. Should Contractor determine that the initial limits of excavation are not achievable while maintaining protection of health and safety, protection of property, permit compliance, or other, Contractor shall submit materials in writing clearly showing planned deviations from the initial limits of excavation and documenting the reasons for such a determination for review by Successor Agency.

Contractor shall notify Successor Agency when Contractor determines excavation has reached the initial extents shown on the Drawings within a subarea designated by Contractor in their Operations and Phasing Plan, as determined by Contractor using level and surveyed reference points or similar technology.

- B. Install and Operate Tent and Tent Air Ventilation and Treatment System: As marked on the Drawings and described in the Draft RDIP (Attachment A), a portion of the excavation area with heavily impacted soil shall be contained inside a fabricated temporary excavation tent during active excavation and backfill activities to control and capture vapor emissions. Contractor shall procure, fabricate, install, and operate a ventilated negatively pressurized temporary tent enclosure (tent) and tent air ventilation and treatment system in accordance with Contractor's favorably reviewed Tenting Plan, Operations and Phasing Plan, and HSP. Contractor shall select tent dimensions such that the tent complies with the requirements of these Specifications and supports Contractor's planned phasing of Work; Contractor may use multiple tents. Contractor's tent shall not utilize exterior guy ropes or cables for anchoring. Contractor's tent shall be designed by a Professional Engineer licensed in the State of California. Contractor's tent shall comply with the Laws, including City and Alameda County Fire Department regulations pertaining to temporary structures.

If a crane is used to install Contractor's tent, Contractor shall locate the crane at all times such that it does not, if compromised, pose a potential risk of falling on or within 25 feet of UPRR property.

Supporting information for design of Contractor's tent and tent air ventilation and treatment system, including excavation VOC emission calculations, are included in Attachment H.

Successor Agency has submitted an application for a BAAQMD Permit to Operate for a tent air ventilation and treatment system (Attachment H). Contractor shall comply with the BAAQMD Permit to Operate (PTO) that is anticipated to be issued based on the application submitted by Successor Agency. Contractor's tent air ventilation and treatment system shall be designed by a Professional Engineer licensed in the State of California and shall meet the specifications described in Attachment H, including but not limited to:

1. Tent air ventilation and treatment system shall utilize virgin granular activated carbon and virgin potassium permanganate in a ratio of approximately one to one with at least two treatment units in series;
2. Tent air ventilation and treatment system shall achieve a minimum abatement reduction of 98% for all VOCs;
3. Emissions exhaust height shall be at least 15 feet above ground surface;
4. Emissions exhaust velocity shall be at least 35 feet per second;
5. Emission stack(s) shall be located a minimum of 1,000 feet from the nearest school and within the area identified in Attachment H; and
6. Emissions of individual VOCs shall be lower than their applicable BAAQMD trigger levels.

Contractor may propose to utilize a treatment system that is scaled to Contractor's proposed tent size, which may deviate from that proposed in Attachment H. After favorable review of Contractor's Tenting Plan and if Contractor's Tenting Plan includes any deviations from the equipment permitted by the PTO, Contractor shall coordinate with Successor Agency to obtain an amendment to the PTO for Contractor's tent and tent air ventilation and treatment system. Contractor shall provide all required information, calculations, and specifications for BAAQMD permit amendment of similar nature to those included in Attachment H. For scheduling purposes, Contractor shall assume BAAQMD issuance of a permit modification will take a minimum of 20 working days after submittal to BAAQMD by Successor Agency, assuming Contractor has provided the necessary information, calculations, and specifications.

Contractor shall monitor the tent ventilation and treatment system in accordance with the PTO and Contractor's favorably reviewed Tenting Plan and shall provide the results of monitoring to Successor Agency on daily basis. Contractor shall, at a minimum, replace treatment media upon breakthrough, which is defined as detection after the lead treatment unit prior to the next unit in series of the higher of 10% of the inlet stream concentration measured with specified air monitoring meter in the PTO, or as otherwise defined in the PTO. Contractor shall monitor for breakthrough daily. Spent media shall be disposed of off-Site at a favorably reviewed disposal facility in accordance with Section 02283 – *Transportation and Disposal*.

Contractor shall install ductwork connecting the excavation tent to the treatment system.

Prior to anyone entering the excavation tent for Work each day, Contractor shall operate the excavation tent air handling system for at least 30 minutes to remove accumulated vapors or as deemed necessary based on air monitoring in accordance with the Contractor's HSP.

Contractor shall cover excavation surface with tarping when active excavation is not occurring.

Contractor shall install and operate cameras providing complete visualization of activities inside Contractor's tent(s); live-stream footage from Contractor's cameras shall be made available for viewing in real time by Client Representative at all times.

Contractor shall complete operation logs and forms in accordance with the procedures outlined in Contractor's favorably reviewed Tenting Plan and provide PDF copies of all forms and logs to Successor Agency daily.

- C. Contractor shall establish exclusion zones, contamination reduction zones, and support zones for any Work requiring Level C PPE or higher, in accordance with Contractor's favorably reviewed Operations and Phasing Plan.
- D. Successor Agency is pre-characterizing soil to be excavated for disposal at a number of waste disposal facilities (see Pre-Characterization Work Plan in Attachment M). Contractor shall assume that Successor Agency will provide results of pre-characterization prior to commencement of the Work. Regardless of pre-characterization status, Contractor shall segregate soil observed by Contractor or Successor Agency to contain SPL or showing any other signs of impacts (e.g., visibly stained, discolored, shiny, oily, or having a noticeable solvent-like or hydrocarbon odor) for additional characterization by Successor Agency. For soil not showing signs of impacts, Contractor shall direct-load pre-characterized soil into a truck or roll-off covered bin following drying of any wet soils and transport to a permitted facility to receive such waste, proposed by Contractor based on the acceptable disposal facilities listed in Section 02283 – *Transportation and Disposal* and favorably reviewed by Successor Agency. Successor Agency will not pay for additional soil handling if Contractor does not direct load pre-characterized soil.
- E. Contractor shall load soil excavated within the 10-foot-deep excavation area in covered roll-off bins for transport and disposal. Other soil excavated within Contractor's tent shall be direct loaded for transport and disposal or loaded into covered roll-off bins for subsequent transport and disposal. Drying of soil with free liquids prior to transportation shall be performed inside Contractor's tent. If covered roll-off bins are used, Contractor shall select appropriate covered roll-off bins such that no additional handling of soil is necessary after excavated soil is placed in the covered roll-off bin. Covered roll-off bins may be staged inside or outside of the tent.
- F. Perform dewatering in accordance with Section 02205 – *Water Management*.
- G. Control surface water run-off and run-on as specified in Section 01563 – *Storm Water Pollution Controls*.
- H. Where the extents of excavation overlap with the critical root zones of trees marked for protection on the Drawings, Contractor shall allow Successor Agency access to excavation to inspect roots. Contractor shall cut roots cleanly at excavation sidewalls. Refer to Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out* for information regarding critical root zone marking.
- I. Pre-Excavation Sampling and Over-Excavation: Contractor shall anticipate that Successor Agency may perform soil sampling as described in Attachment M prior to the Work to determine if over-excavation is needed due to concentrations of COC in soil in some areas outside of the initial limits of excavation. Upon receipt of sampling results, Contractor shall anticipate that Successor Agency may communicate necessary over-excavation extents beyond the initial limits of excavation. Contractor shall over-excavate to the limits instructed by Successor Agency, provided Contractor's Competent Person deems over-excavation to be safe and over-excavation can be performed while still meeting the Geotechnical Recommendations provided in Attachment F.

- J. Excavation Confirmation Sampling and Over-Excavation: Successor Agency may need to collect confirmation samples or perform screening at the bottom of the excavation as described in EKI's Sampling and Analysis Plan (Appendix G to Attachment A). Contractor shall provide an operated backhoe or other piece of equipment to facilitate sampling conducted by Successor Agency. Contractor shall coordinate with Successor Agency in order to collect soil samples adjacent to excavation support before Contractor digs completely up to the excavation support. For bidding purposes, Contractor shall assume that sampling results will be provided seven (7) working days after collection of the soil samples; this assumption is provided solely for scheduling purposes and does not bind the Successor Agency to provide sampling results within the assumed time, and the assumed time does not account for delays attributable to Contractor's actions. Contractor is not responsible for paying analytical fees. Contractor shall cover exposed soils when active excavation is not underway in accordance with Section 01561 – *Dust, Vapor, and Odor Control*. Contractor shall phase excavation of subareas with Successor Agency sampling such that Contractor can continue Work in other areas while awaiting sample results. Based on the results of sampling or screening, Successor Agency may direct Contractor to increase the extents of excavation in a given area. Contractor shall over-excavate to the limits instructed by Successor Agency, provided Contractor's Competent Person deems over-excavation to be safe and over-excavation can be performed while still meeting the Geotechnical Recommendations provided in Attachment F.
- K. Visible SPL or Staining and Over-Excavation: Contractor shall review protocols for encountering SPL in Section 3.1 and Section 3.7.3 of the Draft RDIP (Attachment A). Should Contractor observe visible SPL or stained soil during excavation, Contractor shall immediately notify Successor Agency. After conferring with Successor Agency and as directed by Successor Agency, Contractor shall continue excavating soil within the initial extents shown on the Drawings if soil with visible SPL or staining is still observed at the limits of excavation. Contractor shall continue to over-excavate soil with visible SPL to the extents directed by Successor Agency, provided Contractor's Competent Person deems over-excavation to be safe and over-excavation can be performed while still meeting the Geotechnical Recommendations provided in Attachment F.
- L. For over-excavated soil that has not been pre-characterized by Successor Agency, Contractor shall stockpile or containerize soil on-Site for additional characterization by Successor Agency. Based on the results of characterization, Contractor shall arrange for and load soil for off-Site disposal at an appropriately permitted facility in accordance with Section 02283 – *Transportation and Disposal*. Stockpiles shall be managed on-Site in accordance with Section 02202 – *Stockpile Management*.
- M. Surveying: Contractor shall anticipate that Successor Agency's surveyor will mark the initial limits of the excavation, including the area to be excavated within a tent based on the dimensions shown on the Drawings. For each phase of excavation described in Contractor's favorably reviewed Operations and Phasing Plan, Contractor shall provide safe access for Successor Agency's surveyor to survey (a) the final extent of the excavation, including placement of markers to track phased progress of excavation phases, (b) sample locations, (c) locations where underground utilities are cut-off and capped below-grade, and (d) buried concrete or other features left in place, if any. Contractor shall provide the Successor Agency safe access for surveying for the entirety of the Work and assist as needed. Contractor will provide at least two weeks' notice to Successor Agency prior to any activities relying on or requiring surveying. Contractor shall assume surveying will be performed after the completion of each phase of excavation, including any over-excavation, and

shall allow five (5) working days to accommodate surveying after receipt of soil sample results and prior to initiating backfill operations; this assumption is provided solely for scheduling purposes and does not bind Successor Agency to complete surveying within the assumed time, and the assumed time does not account for delays attributable to Contractor's actions.

Contractor shall protect Successor Agency's surveyor's stakes and markers; Contractor shall be responsible for costs of re-staking after performance of initial surveying if Successor Agency's surveyor's stakes and markers are disturbed.

- N. Contractor is notified that the excavation may include areas of fill and debris of varying kind and size. In addition, numerous soil borings have been filled with grout in the excavation area. The presence of fill, debris, bricks, building foundations, building footings and columns, rubble, rock, concrete, asphalt, grouted borings, wells, and abandoned wells, geophysical anomalies, or other subsurface items or structures that could reasonably be anticipated to be present from historical Site use or subsequent environmental investigations will not be considered grounds for a claim for differing Site conditions.
- O. No payment will be made for excavation, handling, transportation, or disposal of any soil outside the limits of excavation that is not directed by the Successor Agency.

3.2 Contamination of Non-Excavated Areas or Contamination of Specified Excavated Areas that Changes Waste Characterization

- A. If Contractor contaminates non-excavated areas, Contractor shall be solely responsible for all costs incurred in removing, transporting, and disposing of such contamination, as well as verification of the removal of contamination. This includes, but is not limited to, contamination caused by fugitive dust, wheel tracking, accidental spills, water runoff, and erosion.
- B. If Contractor contaminates specified excavated areas that changes the waste characterization of soils to be excavated, Contractor shall be solely responsible for all costs incurred in removing, transporting, and disposing of such contamination, as well as verification of the removal of contamination. This includes, but is not limited to, contamination caused by fugitive dust, wheel tracking, accidental spills, water runoff, and erosion.
- C. The Contractor shall take care in the delivery, spreading, and compaction of fill. Equipment working the fill that comes in contact with contaminated materials shall be decontaminated before performing any further Work on the fill.

3.3 Backfill and Compaction

- A. Once Contractor has confirmed with Successor Agency that the excavation extents for a given phase of Work are achieved, and upon completion of subsequent surveying, Contractor shall install orange fence along excavation side walls to aid in future identification of excavation extents. Do not place any fill until the Successor Agency has favorably reviewed the subgrade and orange fence. No payment will be made for any backfill outside the area designated on the Drawings that was not directed by the Successor Agency.
- B. Contractor is solely responsible for identifying and providing general import fill; Contractor shall identify and provide an acceptable source.

- C. Successor Agency may provide a pre-approved source of general import fill temporarily stockpiled at the Successor Agency property located at the corner of Shellmound Street and Christie Avenue (Site B) to the Site. If a pre-approved source is provided, Contractor shall transport the quantity of pre-approved material to the Site from Site B necessary for the Work; Contractor shall not transport excess pre-approved material to the Site.
- D. If Contractor is instructed to import fill material provided by Successor Agency, or if Contractor imports fill material from a provider or seller that is not equipped to weigh fill prior to import using a scale meeting the on-Site scale requirements in these Specifications, Contractor shall provide and maintain an on-Site scale in order to weigh import fill material. Contractor shall be responsible for calibration and maintenance to keep on-Site scale in accurate working order. No claim for delays shall be accepted for time that the scale is not operational. Contractor shall weigh and record weights for each truck load. Weight of material shall be determined by subtracting the empty weight of each truck from the loaded weight of each truck. Contractor shall record the empty weight of each truck before each loading and shall not be allowed to assume that the trucks' empty weights are the same as any previous weighing. The scale may be an axle scale or a truck scale. The scale shall be from a licensed scale company and shall be calibrated by a certified test truck or equal means of calibration. Proof of calibration in the form of a billing work order or other favorably reviewed form of proof shall be submitted to Successor Agency before payment for any weights shall be made.
- E. All import fill shall be free from organic material and debris. Contractor shall provide testing results for import fill gradation by ASTM method D-421 and plasticity by ASTM method D-4318.
- F. General import fill shall meet the below gradation specification:

US Standard Sieve	Percent Passing
6-inch	100%
2-inch	95%
¾-inch	70%
No. 4	50%
No. 200	10%

- G. Import fill material used for backfill deeper than 24 inches shall have a plasticity index (PI) less than 25. Import fill material used in the upper 24 inches below ground surface shall have a PI less than 15.
- H. General import fill shall be placed and compacted in accordance with the Geotechnical Recommendations (Attachment F). Contractor shall moisture condition and compact the subgrade; if instructed by Successor Agency based on conditions encountered at the Site, Contractor shall scarify the top 8 inches of subgrade prior to moisture conditioning and compaction. Contractor shall place engineered fill in loose lifts that do not exceed 8 inches or the depth of penetration of the compaction equipment used by Successor Agency, whichever is less. Compaction shall be performed in accordance with the expansive soil material requirements below:

Material	Minimum Relative Compaction (%)	Minimum Relative Compaction (%) Upper 6 inches of Fill in Pavement Areas	Minimum Moisture Content (percentage points above optimum)
Expansive (PI > 15)	87 to 92	90	4
Non-expansive (PI<15)	90	95	1

Notes:

- (a) Relative compaction refers to in-place dry density of the fill material expressed as a percentage of the maximum dry density as determined by ASTM method D-1557. Optimum moisture is the moisture content corresponding to the maximum dry density. The term “moisture condition” refers to adjusting the moisture content of the soil by either drying if too wet or adding water if too dry.
- I. Favorably reviewed import fill shall be used for all backfill; no excavated soil, demolished concrete, asphalt, or other materials generated from excavation or demolition at the Site may be reused on-Site.
 - J. Install Class 2 A/B in accordance with the Geotechnical Recommendations (Attachment F) and as shown on the Drawings.
 - K. If the backfill material becomes saturated from rains or any other source because it was not compacted to the specified relative compaction or was not backfilled and compacted to surface grade, remove the faulty material and replace it with suitable material compacted to the specified relative compaction.
 - L. If placement of general import fill is not feasible in the saturated zone due to groundwater infiltration, Contractor shall backfill utilizing Class 2 permeable material wrapped in favorably reviewed geotextile fabric per the Drawings.
 - M. Compaction of backfill materials by flooding, ponding, or jetting will not be permitted.
 - N. When compacted materials do not meet the requirements of these Specifications, remove and/or recompact the material until the requirements are met. Contractor shall be responsible for the cost of retesting all failing tests, including the initial retest.

END OF SECTION

SECTION 02202 – STOCKPILE MANAGEMENT

PART 1 – GENERAL

1.1 Scope

Work in this Section includes management and tracking of containerized or stockpiled materials at the Site during generation, storage, sampling, and loading until stockpiled or containerized materials are removed from the Site, in accordance with Contractor's favorably reviewed Stockpile and Drum Management Plan.

1.2 Submittals

See Section 01300 – *Contractor Submittals* and 01330 – *Site Specific Plans*.

PART 2 – PRODUCTS

- A. Black plastic tarp: black plastic tarp shall have at a minimum 10-mil thickness.

PART 3 – EXECUTION

- A. Contractor shall manage stockpiles and waste containers in accordance with Section 01561 – *Dust, Vapor, and Odor Control Plan*, Section 01563 – *Storm Water Pollution Controls*, and Contractor's favorably reviewed Stockpile and Drum Management Plan.
- B. Stockpiled soil shall be handled as potential hazardous waste until proven otherwise.
- C. Contractor shall segregate excavated soil identified for additional characterization, as shown on Drawings, into separate stockpiles or waste containers within the Site property line identified on the Drawings in accordance with Section 02200 – *Earthwork*.
- D. Stockpiles of materials other than above-grade demolition debris shall not exceed 500 cubic yards. Contractor shall separately track and manage each stockpile in accordance with Contractor's favorably reviewed Stockpile and Drum Management Plan (see Section 01330 – *Site Specific Plans*).
- E. Contractor shall shape stockpiles and stockpile segments to drain, to allow convenient measurement of stockpile and stockpile segment volume, and to allow access for sampling by the Successor Agency and Contractor.
- F. Other than above-grade demolition debris, each stockpile shall be placed upon, at minimum, two layers of 10-mil black plastic tarp and, at a minimum, the sides and top shall be covered by one layer of 10-mil black plastic tarp at all times except when the material is being actively handled.
- G. Materials excavated containing free water shall be stockpiled within a contained drainage area. Contractor shall control water in accordance with Section 02205 – *Water Management*.
- H. Contractor shall maintain access to stockpiles, stockpile segments, and waste containers for inspection and sampling by Successor Agency.

- I. Contractor shall provide and update daily a map or figure of the Site showing the locations and names for each stockpile and waste container. This map shall be available for review by Successor Agency.
- J. Contractor shall coordinate and stage on-Site stockpiles such that Contractor can continue Work in other areas.

END OF SECTION

SECTION 02205 – WATER MANAGEMENT

PART 1 – GENERAL

1.1 Scope

Work in this Section includes management of water encountered during the Work at the Site. Management of water includes the collection, containment, control, handling, and disposal of water. Water includes storm water, excavation dewatering water, decontamination water, or any other water that requires handling during the Work. The main components of management of water include:

- A. Contractor shall provide and operate excavation dewatering equipment. The excavation dewatering equipment shall be capable of extracting excavation water, as needed, from open excavations and during soil excavation activities and delivering extracted water to containment provided by Contractor.
- B. Contractor shall containerize water and SPL and allow access for characterization by Successor Agency in accordance with Contractor's favorably reviewed Stockpile and Drum Management Plan.
- C. Dispose of water and SPL in accordance with 02283 – *Transportation and Disposal*.

1.2 Submittals

See Section 01300 – *Contractor Submittals* and 01330 – *Site Specific Plans*.

1.3 Quality Control

- A. Contractor is not responsible for chemical characterization testing of water and SPL. For the purposes of scheduling, Contractor shall assume results of characterization sampling will be received within 10 business days of collection by Successor Agency for Contractor to use in arranging disposal at favorably reviewed off-Site recycling or disposal facility selected by Contractor; this assumption is provided solely for scheduling purposes and does not bind Successor Agency to provide results of characterization sampling within the assumed time, and the assumed time does not account for delays attributable to Contractor's actions.

PART 2 – PRODUCTS

- A. Absorbent Pads: Absorbent pads shall be ENPAC Aggressive Bonded Absorbent Pads and Oil-Only Absorbent Pads, or favorably reviewed equals.
- B. Absorbent Booms: Absorbent booms shall be ENPAC Aggressive Absorbent Socks and Oil-Only Absorbent Socks, or favorably reviewed equals.

PART 3 – EXECUTION

3.1 Excavation Dewatering

- A. The water table elevation at the Site generally ranges seasonally between 5 to 10 feet bgs. Soil excavation may proceed below the groundwater table. Contractor shall dewater excavations as needed such that the progression of excavation, sampling, or backfill activities is not impeded by the presence of standing water in the excavations.
- B. Based on field observations of groundwater in the excavation subareas, Contractor shall coordinate with the Successor Agency to determine the necessary duration and frequency of dewatering.
- C. Contractor shall implement appropriate measures to minimize the amount of water that requires collecting, handling, managing, containing, storing, sampling, and disposing. Such measures could potentially include:
 - 1. Controlling excavation rate, timing, and sequencing;
 - 2. Staging and coordinating Work to backfill excavations as quickly as possible after achieving target excavation extents and satisfying the other related requirements of the Contract Documents including but not limited to having favorably reviewed import fill material at the Site and available for backfill prior to excavation below 5 feet bgs;
 - 3. Controlling storm water and surface water run-on and runoff; and
 - 4. Use of other effective means and methods identified by Contractor and favorably reviewed by the Successor Agency.
- D. Contractor shall control rainfall runoff from excavation and decontamination areas and prevent run-on to these areas during rainfall events. Contractor shall manage any water that contacts soil or falls as precipitation within these areas. As needed in order to accomplish the Work, Contractor shall contain and store water for characterization by Successor Agency and dispose of such water in accordance with Section 02283 – *Transportation and Disposal*.
- E. Collected water, including drainage water from excavated soil, groundwater, or runoff from soil handling areas, may not be used for dust control or any other on-Site use.
- F. Contractor shall furnish, install, and operate necessary pumps, piping, appurtenances, containment vessels, and other equipment to pump excavation dewatering water to temporary containment. Excavation dewatering equipment shall be new or decontaminated to the satisfaction of the Successor Agency prior to mobilization to the Site and prior to placing in the excavation. Lines and pipes used to move excavation dewatering water shall be double contained to prevent releases of water.
- G. Contractor shall supply adequate storage such that all captured water can be containerized. Small quantities of water shall be stored in 55-gallon drums. If Contractor anticipates that significant quantities of water will be generated for disposal, Contractor shall mobilize and maintain one or more approximately 20,000-gallon tanks for storage of water. Contractor shall decontaminate storage tanks in accordance with Section 01562 – *Decontamination*.
- H. Contractor shall inspect the excavation dewatering system for leaks at a minimum:
 - 1. During startup of a new pipe or pump;
 - 2. Every two hours of operation during regular working hours; and

3. At the beginning and end of each working day.
- I. Contractor shall immediately repair any leak or overflows from the excavation dewatering system.
 - J. Contractor shall keep a written record of Contractor's excavation dewatering system inspections and shall provide such record to Successor Agency at Successor Agency's request.
 - K. If SPL-impacted groundwater is observed within the 10-foot-deep excavation area, Successor Agency may instruct Contractor to leave the excavation open for a period of time agreed upon by Successor Agency to allow SPL to accumulate. If liquids accumulating in the excavation are a majority water with only minor amounts of SPL observed, Contractor may apply oil absorption pads prior to dewatering excavation to allow continued excavation or backfilling.
 - L. Contractor shall transport and dispose of recovered SPL such as floating oils and sludges in accordance with Section 02283 – *Transportation and Disposal*.

END OF SECTION

SECTION 02208 – EXCAVATION SUPPORT

PART 1 – GENERAL

1.1 Scope

Work in this Section applies to excavation support implemented during excavation by Contractor for protection of workmen or public safety, protection of property, or as required by Laws.

1.2 Reference

Refer to Attachment F for Geotechnical Recommendations prepared by ENGEO Incorporated.

1.3 Permits

Refer to Section 01500 – *Move In, Site Preparation, Site Maintenance, Move Out*.

1.4 Quality Assurance

Any proposed plan for the provision of adequate excavation support, including sheeting, shoring, bracing, sloping, or equal method for the protection of persons and property shall comply with the standards established by Cal/OSHA.

1.5 Submittals

See Section 01300 – *Contractor Submittals* and 01330 – *Site Specific Plans*.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

- A. Contractor shall provide sheeting, shoring, sloping, benching, bracing, underpinning, or other structural support to preserve stability and prevent movement, cracking, settlement, or structural denigration of any existing structures or improvements outside the lateral extent of the limits of excavation as required to protect the existing structures or improvements as deemed necessary by the Contractor and in accordance with Contractor's favorably reviewed Excavation Support Plan.
- B. Contractor shall provide shoring or excavation support, as necessary to implement the Work shown on the Drawings, in accordance with Laws, in accordance with Contractor's favorably reviewed Excavation Support Plan, and as required to provide safe access to excavations for sampling by Successor Agency.
- C. If additional sheeting, shoring, bracing, or excavation support is required in order to perform the Work beyond that described in Contractor's Excavation Support Plan, provide such support as deemed necessary by the Contractor, in accordance with Laws, and as satisfactory to the Successor Agency.

- D. Contractor shall not use soil excavated beyond the targeted excavation extents as backfill following excavation; all excavated soil shall be disposed of in accordance with Section 02283 – *Transportation and Disposal*.
- E. Contractor shall remove sheeting, shoring, bracing, and other structural support prior to demobilizing from the Site.

END OF SECTION

SECTION 02283 – TRANSPORTATION AND DISPOSAL

PART 1 – GENERAL

1.1 Scope

Work under this Section includes the loading, transportation, and recycling or disposal of wastes generated during the Work. Contractor shall coordinate with favorably reviewed waste disposal facilities. Contractor shall dispose of wastes in the least costly manner to Successor Agency that is in accordance with Laws and these Specifications.

1.2 Regulatory and Permit Requirements

- A. Contractor shall review the Waste Management Materials in Attachment G. Contractor shall comply with City Construction and Demolition Debris Waste Reduction and Recycling requirements for above-grade demolition in accordance with Contractor's favorably reviewed Waste Management Plan. Disposal of demolished below-grade features in contact with Site soil and conducted under the regulatory oversight of DTSC is exempt from the City's Construction and Demolition Debris Waste Reduction and Recycling requirements. Contractor shall coordinate with Successor Agency to provide necessary documentation to City required for such an exemption.

1.3 Submittals

See Section 01300 – *Contractor Submittals* and 01330 – *Site Specific Plans*.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 Loading and Transportation of Wastes

- A. Contractor shall load and transport wastes to recycle or disposal facilities, as appropriate, in accordance with the Traffic Control and Waste Disposal Plan (Appendix D of Attachment A), Mitigation Measure *TRANS-1* of the MMRP (Appendix L to Attachment A), Contractor's favorably reviewed Traffic Control and Waste Disposal Plan Addendum and Construction Management Plan, DTSC-approved Contractor's HSP, Contractor's favorably reviewed Operations and Phasing Plan, Contractor's favorably reviewed Stockpile and Drum Management Plan, and applicable Laws.
- B. Contractor shall coordinate with favorably reviewed waste disposal or recycle facilities to obtain waste acceptance and ensure timely removal of excavated soil.
- C. No additional handling of soil impacted with SPL will be allowed after excavated soil is direct loaded into trucks or loaded into covered roll-off bins for temporary storage until arrival at the disposal facility.

- D. Liquid wastes shall be containerized and disposed of off-Site at a favorably reviewed facility; Contractor shall not use liquid wastes on-Site for dust control or discharge liquid wastes to sewer or storm drain.
- E. Staging and Parking: Contractor shall stage equipment, materials, trucks, and parking in accordance with Contractor's favorably reviewed Operations and Phasing Plan. No vehicle parking or staging shall be permitted on Horton Street. Contractor may stage trucks on the eastern side of La Coste Street between 64th Street and 65th Street in Emeryville; Contractor must provide a minimum of 10 working days' notice to Successor Agency prior to staging trucks on La Coste Street.
- F. Profiling and Manifests: The FS/RAP (Attachment D) includes historical soil sample data from previous Site investigations. Contractor shall assume that Successor Agency will provide additional data collected during pre-characterization sampling described in Attachment M, which includes pre-characterization for all soil within the initial extents of excavation. For soils generated from over-excavation, or as otherwise described in Section 02200 – *Earthwork*, Contractor shall stockpile soils in accordance with Section 02202 – *Stockpile Management* for characterization by Successor Agency. Contractor is not responsible for waste characterization testing. Following receipt of waste characterization data from Successor Agency, Contractor shall prepare all profiles required for acceptance of wastes at off-Site disposal or recycling facilities. Profiles shall be submitted to Successor Agency for review and to Successor Agency for review and signature. Contractor shall assume that it will take five working days to obtain Successor Agency signature of manifests; this assumption is provided solely for scheduling purposes and does not bind the Successor Agency to provide signed manifests within the assumed time, and the assumed time does not account for delays attributable to Contractor's actions. Contractor shall prepare all manifests required for the transportation and disposal of wastes. Contractor shall provide example manifests for review by Successor Agency prior to Successor Agency signature. Signed manifests will be provided to Contractor upon decontamination of transportation vehicles and prior to their departure from the Site. Manifest data are as follows:

Generator: City of Emeryville as Successor Agency to the
Emeryville Redevelopment Agency

Addresses and contact information to be provided.

Technical EKI Environment & Water, Inc.
Contact: 2001 Junipero Serra Blvd., Suite 300
Daly City, California 94014
(650) 292-9100

Administration: EPA ID No. CAD981390750

Contractor is strongly encouraged to arrange for a manifest coordination subcontractor. Contractor shall provide bi-weekly disposal and recycling tonnage reports to the Successor Agency that include daily summaries of loads hauled to and received by disposal facilities with dates, manifest numbers, tare and load weights, and disposal classifications.

- G. Other Documentation: Contractor shall track transportation closely to ensure no releases of wastes have occurred in transit and to ensure that all necessary documentation is filed and made available for inspection. Provide bill of lading, load ticket, or other appropriate documentation for transport of all waste streams shipped off-Site for recycling or disposal, both non-hazardous and hazardous. At conclusion of Work, provide a summary table to Successor Agency for each waste disposal facility and waste type listing the manifest number, tare and load weights, off-haul date, date of acceptance at the waste disposal facility, and treatment method (if appropriate).
- H. Transportation of Wet and Saturated Soils: Soils may be saturated upon excavation due to presence of groundwater or dust, vapor, and odor control water or other products applied by Contractor. Contractor shall implement measures necessary to ensure no free liquid is present in transported soils and excavated materials, either leaving the Site or at the disposal facility. Contractor shall bear all costs, including but not limited to costs for capturing free liquid or applying favorably reviewed soil binder prior to off-haul and disposing at a favorably reviewed disposal facility.

3.2 Acceptable Disposal and Recycling Facilities

- A. Contractor shall dispose of wastes or recycle material at the acceptable disposal and recycling facilities listed in the Traffic Control and Waste Disposal Plan (Appendix D of Attachment A) and Contractor's favorably reviewed Traffic Control and Waste Disposal Plan Addendum. No material from the Site may be disposed or recycled at a facility not favorably reviewed in advance by Successor Agency.

3.3 Disposal or Recycling of Wastes

- A. Coordinate loading, transportation, and recycling or disposal of wastes with the facilities favorably reviewed by Successor Agency in accordance with Contractor's favorably reviewed Waste Management Plan and Laws. Contractor is notified that some hazardous wastes require scheduling and lead time prior to disposal. Contractor shall comply with facility-specific requirements and limitations for soil requiring stabilization, solidification, or incineration prior to disposal.
- B. All materials shall be disposed in accordance with Laws.
- C. No additional payment shall be made for any vehicle or driver standby time at the Site or at the disposal facility. Any vehicle or driver standby time shall be included in the unit prices in Contractor's bid.

3.4 Traffic Control

Contractor shall provide traffic control in accordance with the Traffic Control and Waste Disposal Plan and Contractor's favorably reviewed Traffic Control and Waste Disposal Plan Addendum and Construction Management Plan.

END OF SECTION

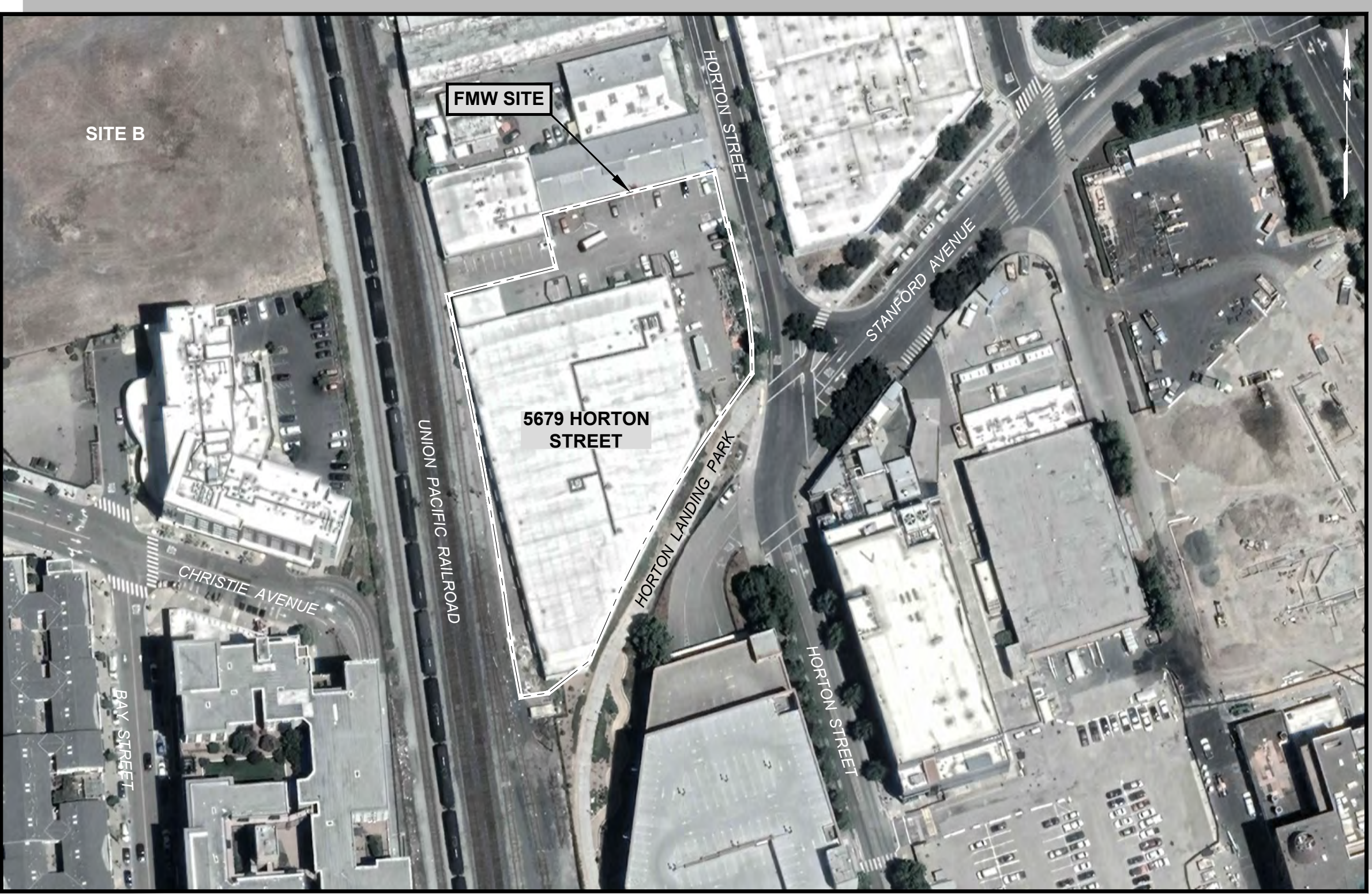
CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY") FMW SITE DEMOLITION AND EXCAVATION PROJECT PROJECT NO. 23 EPW003

PREPARED BY
EKI ENVIRONMENT & WATER, INC.



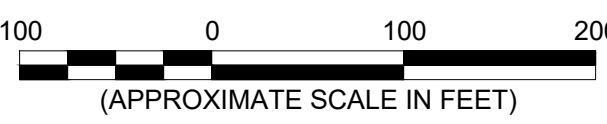
REFERENCE: TRACED FROM THE THOMAS GUIDE BAY AREA METRO STREET GUIDE, 2007.

VICINITY MAP
NOT TO SCALE



REFERENCE: GOOGLE EARTH PRO, DATE OF IMAGERY 10 JULY 2022.

PROJECT LOCATION MAP



LIST OF DRAWINGS

SHEET NO.	TITLE
SHEET 1	TITLE SHEET AND VICINITY MAP
SHEET 2	EXISTING SITE CONDITIONS
SHEET 3	ABOVE-GRADE DEMOLITION
SHEET 4	BELOW-GRADE DEMOLITION AND EXCAVATION - OVERVIEW
SHEET 5	BELOW-GRADE DEMOLITION AND EXCAVATION - TARGET ELEVATIONS
SHEET 6A	SITE RESTORATION AND GRADING PLAN
SHEET 6B	SITE RESTORATION AND GRADING PLAN - WITH ALTERNATES
SHEET 7	SECTIONS AND DETAILS

ABBREVIATIONS:

AB	AGGREGATE BASE
ABS	ACRYLONITRILE BUTADIENE STYRENE
AC	ASPHALT CONCRETE
ACFD	ALAMEDA COUNTY FIRE DEPARTMENT
ACM	ASBESTOS CONTAINING MATERIAL
ADA	AMERICAN WITH DISABILITIES ACT
B	BOLLARD
BGS	BELOW GROUND SURFACE
BMBF	BURIED MARCHANT BUILDING FEATURES
BMPS	BEST MANAGEMENT PRACTICES
CB	CATCH BASIN
CLR	CLEARANCE
CO	CLEAN OUT
CONC.	CONCRETE
CP	CONTROL POINT
DSR	DEMOLISH, REMOVE, AND PROPERLY RECYCLE OR DISPOSE OF
(E)	EXISTING
EB	ELECTRICAL PULLBOX
EBMUD	EAST BAY MUNICIPAL UTILITY DISTRICT
EG	EXISTING GRADE
ELECT.	ELECTRICAL
FD	FLOOR DRAIN
FG	FINISH GRADE
FL	FLOW LINE
FMW	FORMER MARCHANT/WHITNEY
FS	FIRE SERVICE
FT	FEET
FT ASL	FEET ABOVE SEA LEVEL
GM	GAS METER
GS	GAS SERVICE
GV	GAS VALVE
HLP	HORTON LANDING PARK
HVE	HIGH VOLTAGE ELECTRICAL
ICB	INTERCONNECT BOX
JP	JOINT POLE
(N)	NEW
NGVD	NATIONAL GEODETIC VERTICAL DATUM
OE	OVERHEAD ELECTRICAL LINE
OG	OVERHEAD GAS
OH	OVERHEAD
PG&E	PACIFIC GAS AND ELECTRIC
PIV	PRESSURE INDICATING VALVE
PL	PATHWAY LIGHT POST
PVC	POLYVINYL CHLORIDE
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SCH	SCHEDULE
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
ST, MON	STREET MONUMENT
SUCCESSOR AGENCY	CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY
SWPPP	STORMWATER POLLUTION PREVENTION PLAN
T	TRANSFORMER PAD MOUNT
TEL BOX	TELEPHONE BOX
TSB	TRAFFIC SIGNAL BOX
TYP	TYPICAL
UG	UNDERGROUND
UPRR	UNION PACIFIC RAILROAD
VCP	VITRIFIED CLAY PIPE
VIF	VERIFY IN FIELD
WR	WROUGHT IRON
WV	WATER VALVE

LEGEND:

---	FMW SITE PROPERTY BOUNDARY	---	WINDOW
---	PARCEL BOUNDARY	---	DOOR SWING
---	ABOVE-GRADE DEMOLITION OR EXCAVATION AREA	---	ELECTRICAL SAFETY SWITCH
---	ALTERNATE EXCAVATION AREA	---	CRANE
---	RAILROAD TRACK	---	SIGN
---	(E) FENCE	---	(N) SIGN
---	ORNAMENTAL FENCE	---	BICYCLE SIGN
---	(N) TEMPORARY CHAIN-LINK FENCE	---	STREET LIGHT
---	(N) PERMANENT VINYL CLAD CHAIN-LINK FENCE	---	CATCH BASIN
---	UPRR 26-FOOT OFFSET	---	STORM DRAIN MANHOLE
---	TEMPORARY BARRIER	---	SANITARY SEWER MANHOLE
---	FLUORESCENT LIGHTING	---	HIGH VOLTAGE ELECTRICAL
---	FINAL GRADE	---	ELECTRICAL LIGHT BOX
---	(E) CONTOUR	---	SANITARY SEWER CLEANOUT
---	TREE	---	REMOVABLE BOLLARD
---	COLUMN	---	WATER METER
---	COLUMN CONCRETE FOOTING	---	WATER VALVE
---	FLOOR DRAIN	---	FIRE HYDRANT
---	BOLLARD	---	GAS VALVE
---	STATION POINT	---	JOINT POLE
---	SURVEY CONTROL POINT	---	CATCH BASIN
---	GROUNDWATER MONITORING WELL TO BE ABANDONED BY CLIENT PRIOR TO WORK	---	STREET MONUMENT
---	GROUNDWATER MONITORING WELL TO BE PROTECTED	---	RESTRICTED CONTRACTOR USE ACCESS - NO USE OR STORAGE UNLESS COORDINATED WITH SUCCESSOR AGENCY
---	SOIL VAPOR PROBE	---	CONSTRUCTION ENTRANCE/EXIT
---	SUB-SLAB VAPOR PROBE	---	LANDSCAPE
---	SITE ACCESS		

EXISTING UTILITIES:

---	(E) E	ELECTRICAL LINE
---	(E) G	GAS LINE
---	(E) OE	OVERHEAD ELECTRICAL LINE
---	(E) OG	OVERHEAD GAS LINE
---	(E) SS	SANITARY SEWER LINE
---	(E) SD	STORM DRAIN LINE
---	(E) T	TELEPHONE LINE
---	UNK	UNKNOWN UTILITIES
---	(E) W	WATER LINE
---	(E) PT	PETROLEUM PIPELINES (ABANDONED)

BASEMAP SOURCES:

CITY OF EMERYVILLE TOPOGRAPHIC AND BOUNDARY SURVEY BY ALIQUOT PLANNERS, CIVIL ENGINEERS & SURVEYORS, UNDATED.

PLS SURVEYS, INC., SITE SURVEYS, VARIOUS DATES.

PROJECT PLANS FOR CONSTRUCTION OF THE SOUTH BAYFRONT PEDESTRIAN BICYCLE BRIDGE CITY PROJECT NO. EPW 17-112, JUNE 2019

GENERAL NOTES:

- SEE SPECIFICATIONS FOR PERMITTING REQUIREMENTS, INCLUDING BUT NOT LIMITED TO A CITY OF EMERYVILLE BUILDING PERMIT.
- CONTRACTOR IS LIMITED TO WORKING MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS, FROM 7:00 A.M. TO 6:00 P.M., EXCEPT AS AUTHORIZED IN WRITING BY SUCCESSOR AGENCY. USE OF IMPACT TOOLS (E.G., HOE RAMS, JACK HAMMERS, PAVEMENT BREAKERS, AND ROCK DRILLS) AND SIMILARLY LOUD CONSTRUCTION EQUIPMENT SHALL BE LIMITED TO THE HOURS OF 8:00 A.M. TO 5:00 P.M. DURING EACH WORKING DAY, THE LAST TRUCK ARRIVALS TO THE SITE SHALL BE NO LATER THAN 4:00 P.M.

CITY ENGINEER'S STATEMENT

IN ACCORDANCE WITH SECTION 7-7.01 (c) OF CHAPTER 7 OF TITLE 7 OF THE EMERYVILLE MUNICIPAL CODE, AS CITY ENGINEER FOR THE CITY OF EMERYVILLE, I DO HEREBY EXERCISE THE DISCRETION DELEGATED TO ME AND APPROVE THE PLAN OR DESIGN OF A CONSTRUCTION OF, OR AN IMPROVEMENT TO, PUBLIC PROPERTY TO WHICH THIS STATEMENT AND MY SIGNATURE IS AFFIXED.

MOHAMMED ALAOUI
CITY ENGINEER, PE, TE

DATE



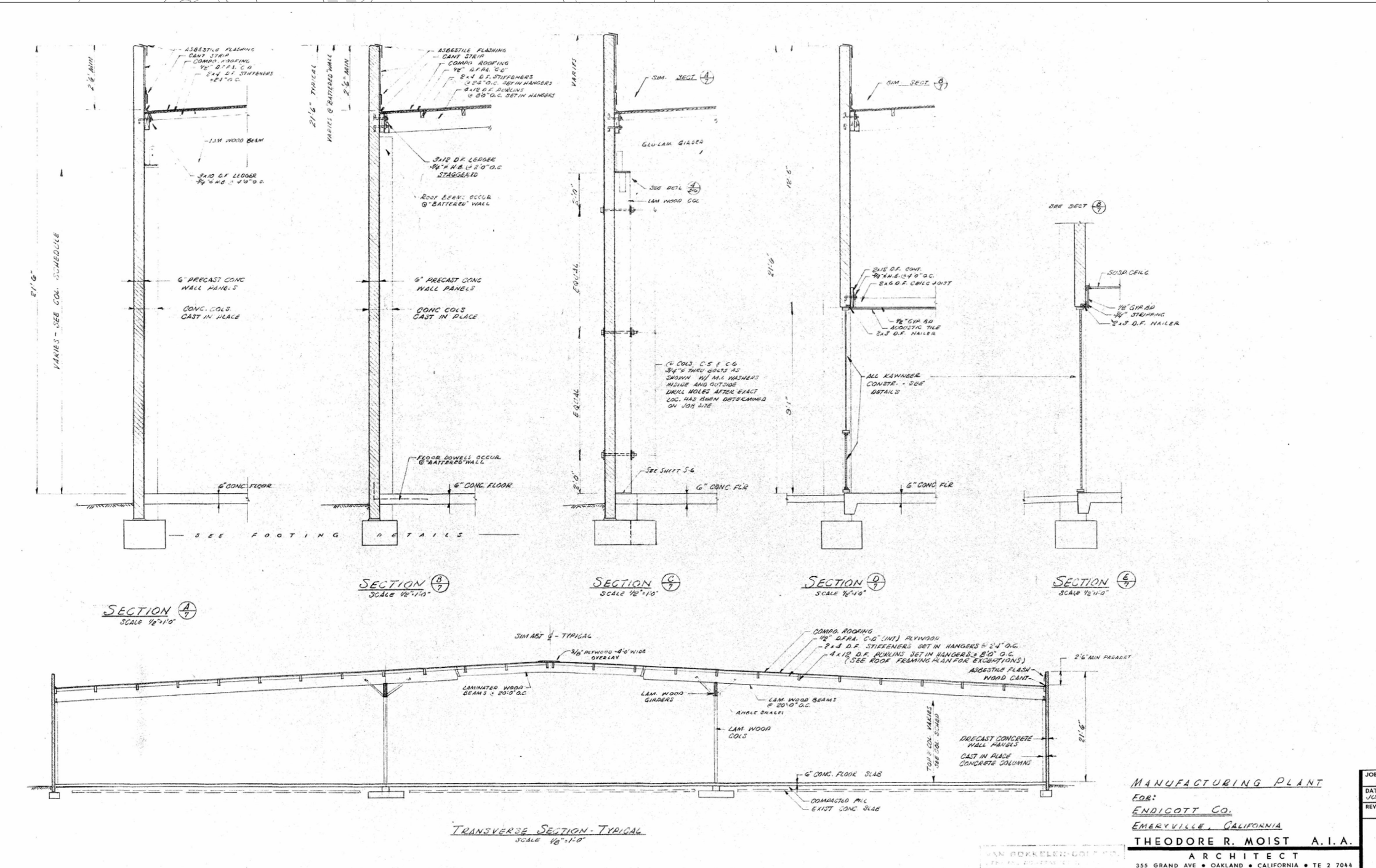
NOT FOR CONSTRUCTION

SUCCESSOR AGENCY
FMW SITE DEMOLITION AND EXCAVATION PROJECT

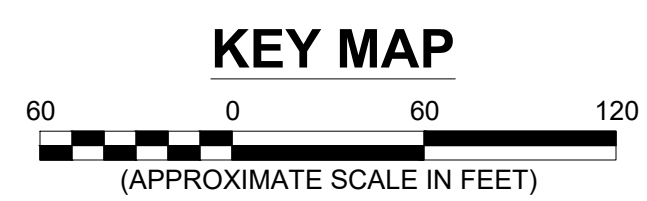
TITLE SHEET AND VICINITY MAP

DATE:	JUN 2023	SCALE:	AS SHOWN	DRAWN:	CCR	DESIGNED:	RWP	APPROVED:	HL	DATE:	06-01-23
FOR SUCCESSOR AGENCY APPROVAL		FOR SUCCESSOR AGENCY APPROVAL		FOR CLIENT REVIEW		DESCRIPTION		REV			
DATE:	JUN 2023	SCALE:	AS SHOWN	DRAWN:	CCR	DESIGNED:	RWP	APPROVED:	HL	DATE:	06-01-23
FOR SUCCESSOR AGENCY APPROVAL		FOR SUCCESSOR AGENCY APPROVAL		FOR CLIENT REVIEW		DESCRIPTION		REV			

VERY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	1 OF 8
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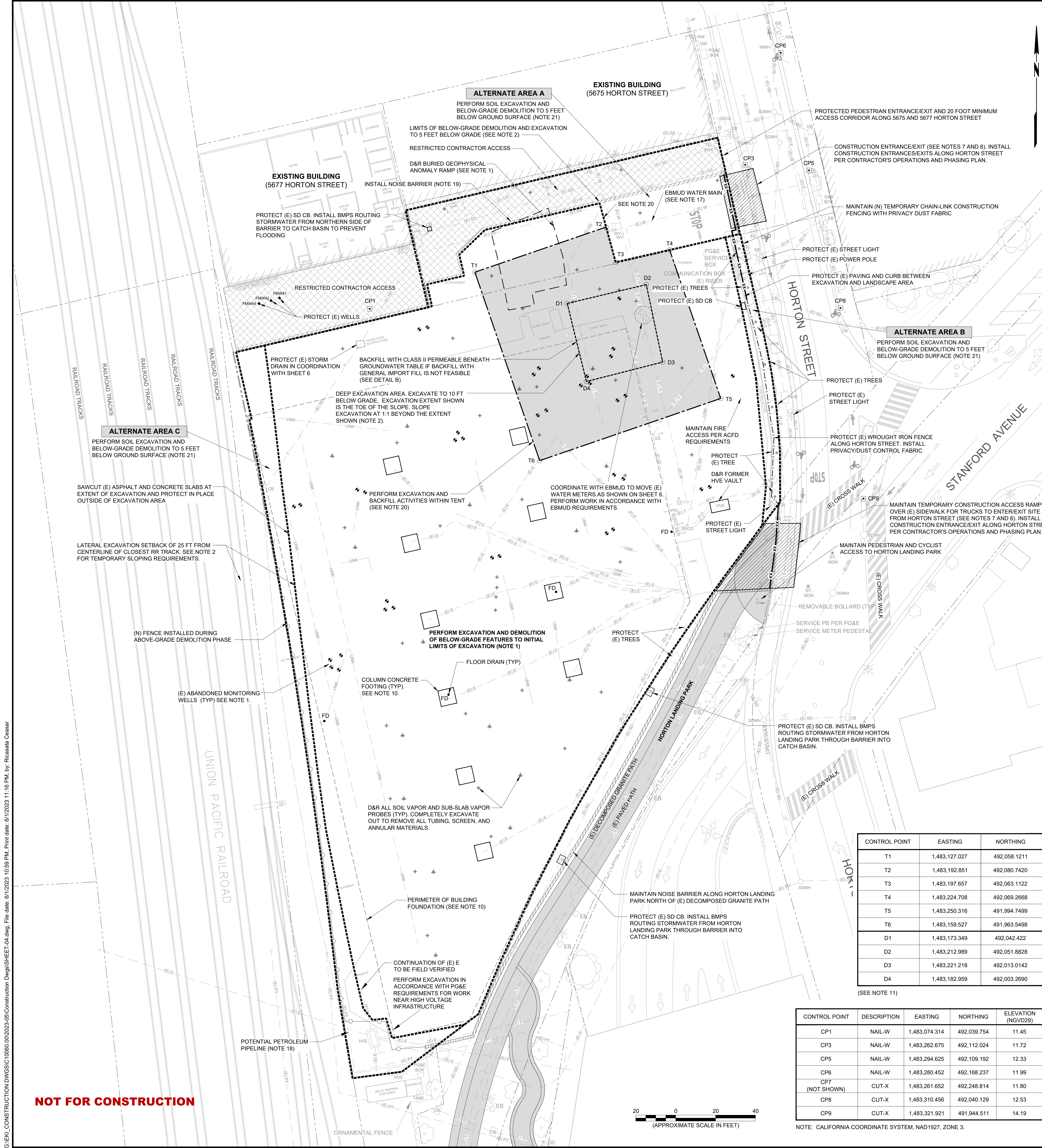


1. PRIOR TO DEMOLITION, CONTRACTOR SHALL PERFORM HAZARDOUS MATERIALS ABATEMENT FOR ANY ASBESTOS CONTAINING MATERIAL, LEAD BASED PAINT, AND ALL OTHER HAZARDOUS MATERIALS. SEE SPECIFICATIONS. CONTRACTOR SHALL FOLLOW APPLICABLE REGULATORY REQUIREMENTS FOR WORKER HEALTH AND SAFETY DURING AND AFTER ABATEMENT.
2. DEMOLISH, REMOVE, AND PROPERLY RECYCLE OR DISPOSE OF ALL MATERIALS IN THE ABOVE-GRADE DEMOLITION AREA, INCLUDING THE BUILDING AND ALL INTERIOR COMPONENTS EXCEPT THE BUILDING CONCRETE FLOOR SLAB, WHICH WILL REMAIN UNTIL BELOW-GRADE DEMOLITION AND EXCAVATION CUT AND CAP ALL UTILITIES AT FLOOR SLAB. FEATURES TO DMR OUTSIDE THE BUILDING INCLUDE: BOLLARDS, OUTDOOR CANOPIES, CHAIN-LINK FENCE ON EAST SIDE OF BUILDING, AND DESIGNATED WR FENCE.
3. RECYCLE OR DISPOSE OF SITE MATERIALS IN ACCORDANCE WITH SPECIFICATIONS. CONTRACTOR SHALL COMPLY WITH CITY OF EMERYVILLE CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT PLAN REQUIREMENTS.
4. ADJACENT UNION PACIFIC RAILROAD IS ACTIVE AND EXTREME CAUTION MUST BE EXERCISED IN DEMOLITION PLANNING AND EXECUTION. CONTRACTOR SHALL COORDINATE WORK WITH UNION PACIFIC RAILROAD REPRESENTATIVES IN ACCORDANCE WITH THE SPECIFICATIONS. FLAGGING WILL BE REQUIRED DURING SOME PHASES OF WORK. IN COORDINATION WITH BUILDING DEMOLITION, INSTALL (N) PERMANENT ORNAMENTAL FENCE WITH SETBACK OF 1 FOOT FROM PROPERTY LINE. PROPERTY LINE WILL BE MARKED BY SUCCESSOR AGENCY. PROTECT FENCE DURING WORK AND IMMEDIATELY REPAIR OR REPLACE IF DAMAGED AT NO ADDITIONAL COST. MAINTAIN SITE CONTROL AND PREVENT ACCESS BETWEEN SITE AND RAILROAD AT ALL TIMES
5. PROTECT ALL UTILITIES AND SIDEWALK OUTSIDE AREA OF WORK.
6. CONSTRUCTION DETAILS OF THE SITE BUILDING ARE NOT PRECISELY KNOWN. ORIGINAL ARCHITECTURAL DRAWINGS (1963) ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT REPRESENT CURRENT CONSTRUCTION DETAILS. SEE REFERENCES FOR ADDITIONAL ARCHITECTURAL DRAWINGS.
7. PROVIDE AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT DETOUR SIGNAGE FOR PEDESTRIANS AND BICYCLISTS UTILIZING SIDEWALKS, CROSSWALKS, AND BIKE LANES ALONG HORTON STREET, AS NEEDED. IF CLOSURE IS REQUIRED TO ACCOMMODATE CONSTRUCTION ENTRANCES/EXITS AND OTHER SITE ACTIVITIES, CONTRACTOR SHALL COMPLY WITH FAVORABLY REVIEWED CONSTRUCTION MANAGEMENT PLAN. IF SIDEWALK CLOSURES ARE NECESSARY, CONTRACTOR SHALL PLACE DETOUR SIGNS AT:
 - o THE MID-BLOCK CROSSING UNDER THE POWELL STREET BRIDGE; AND
 - o THE HORTON STREET AND STANFORD AVENUE INTERSECTION.
- IF BICYCLE LANE CLOSURES ARE NECESSARY, CONTRACTOR SHALL PLACE DETOUR SIGNS AT:
 - o THE HORTON STREET AND HARUFF STREET INTERSECTION; AND
 - o THE HORTON STREET AND STANFORD AVENUE INTERSECTION.
8. IF REQUIRED FOR THE PROTECTION OF PUBLIC SAFETY IN HORTON LANDING PARK AND IN ACCORDANCE WITH CONTRACTOR'S FAVORABLY REVIEWED OPERATIONS AND PHASING PLAN, INSTALL TEMPORARY FENCING AT ENTRANCE AND EXIT TO IMPACTED AREAS OF HORTON LANDING PARK TO RESTRICT ACCESS FOR DURATION OF ASSOCIATED DEMOLITION WORK. INSTALL DETAILED DETOUR SIGNAGE AND MAINTAIN FOR THE DURATION OF CLOSURE AT:
 - o THE HORTON STREET ENTRANCE TO HORTON LANDING PARK; AND
 - o HORTON LANDING PARK PATH INTERSECTIONS SOUTH OF SITE WHERE PATH LEADS TO SITE.MINIMIZE DURATION OF CLOSURE OF HORTON LANDING PARK TO THAT WHICH IS STRICTLY NECESSARY FOR THE PROTECTION OF PUBLIC SAFETY.
9. PROVIDE DRIVEWAY FLAGGERS FOR ALL INBOUND AND OUTBOUND TRUCK TRIPS. FLAGGERS SHALL ASSIST TENANTS OF 5675 AND 5677 HORTON STREET ENTERING OR EXITING THE SITE ON FOOT AS NEEDED. FLAGGERS SHALL ASSIST PEDESTRIANS AND CYCLISTS NAVIGATING THE SITE VICINITY, INCLUDING PEDESTRIANS AND CYCLISTS ENTERING AND EXITING HORTON LANDING PARK.
10. INSTALL NOISE BARRIER ALONG NORTHERN EXTENT OF WORK AREA AND BEYOND SOUTHERN PROPERTY BORDER WITHIN HORTON LANDING PARK WHERE SHOWN. REMOVE LANDSCAPE AND OTHER ABOVE-GROUND FEATURES NORTH OF (E) DECOMPOSED GRANITE PATH AS NEEDED AND REPLACE IN KIND, EXCEPT WHERE NOTED FOR PROTECTION. MAINTAIN FIRE LANES IN ACCORDANCE WITH ACFD REQUIREMENTS AT ALL TIMES. BARRIERS SHALL BE PER SECTION 01500 - MOVE IN, SITE PREPARATION, SITE MAINTENANCE, MOVE OUT OF THE SPECIFICATIONS. LOCATION OF NOISE BARRIERS SHOWN ARE PRELIMINARY AND SHALL BE ADJUSTED AS NEEDED TO COMPLETE THE WORK AND IN ACCORDANCE WITH CONTRACTOR'S OPERATIONS AND PHASING PLAN.
11. INSTALL TEMPORARY CONSTRUCTION ACCESS RAMP(S) OVER (E) SIDEWALK AT CONSTRUCTION ENTRANCES/EXITS ALONG HORTON STREET IN ACCORDANCE WITH CONTRACTOR'S OPERATIONS AND PHASING PLAN. REMOVE HORTON STREET LANDSCAPE AND OTHER ABOVE-GROUND FEATURES AS NEEDED AND REPLACE IN KIND, EXCEPT WHERE NOTED FOR PROTECTION. PROTECT ALL SIDEWALK AND PARK IMPROVEMENTS FROM DAMAGE.
12. PROVIDE ELECTRICAL POWER REQUIRED FOR ALL SITE OPERATIONS. CONTRACTOR MAY INSTALL A TEMPORARY POWER POLE WITHIN 100 FEET OF THE IDENTIFIED EXISTING SECONDARY POLE AND MAY COORDINATE WITH PG&E AND SUCCESSOR AGENCY FOR TEMPORARY POWER SERVICE. ALTERNATIVELY, SUPPLY ELECTRICAL POWER USING A GENERATOR OR GENERATOR(S) IN ACCORDANCE WITH THE SPECIFICATIONS.



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NOT FOR CONSTRUCTION



CONTROL POINT	EASTING	NORTHING
T1	1,483,127.027	492,058.1211
T2	1,483,192.851	492,080.7420
T3	1,483,197.657	492,063.1122
T4	1,483,224.708	492,069.2668
T5	1,483,250.316	491,994.7499
T6	1,483,159.527	491,963.5498
D1	1,483,173.349	492,042.422
D2	1,483,212.989	492,051.8828
D3	1,483,221.218	492,013.0142
D4	1,483,182.959	492,003.2690

(SEE NOTE 11)

CONTROL POINT	DESCRIPTION	EASTING	NORTHING	ELEVATION (NGVD29)
CP1	NAIL-W	1,483,074.314	492,039.754	11.45
CP3	NAIL-W	1,483,262.675	492,112.024	11.72
CP5	NAIL-W	1,483,294.625	492,109.192	12.33
CP6	NAIL-W	1,483,280.452	492,168.237	11.99
CP7 (NOT SHOWN)	CUT-X	1,483,261.652	492,248.814	11.80
CP8	CUT-X	1,483,310.456	492,040.129	12.53
CP9	CUT-X	1,483,321.921	491,944.511	14.19

NOTE: CALIFORNIA COORDINATE SYSTEM, NAD1927, ZONE 3.

NOTES:

- DEMOLISH, REMOVE, AND PROPERLY RECYCLE OR DISPOSE OF (E) ASPHALT AND CONCRETE PAVEMENT, CONCRETE RAMPS, SUB-SLAB VAPOR AND SOIL VAPOR PROBES, EXISTING AND HISTORICAL CONCRETE FOUNDATIONS, SLABS, SUMPS, UTILITY LINES, VAULTS, AND ANY OTHER SUBSURFACE ITEMS ENCOUNTERED IN ACCORDANCE WITH THE SPECIFICATIONS. CUT AND CAP UTILITIES AT PERIMETER OF EXCAVATION EXTENTS. BURIED FEATURES OTHER THAN UTILITY LINES AND ABANDONED MONITORING WELLS SHALL BE COMPLETELY REMOVED AND MAY EXTEND BEYOND THE LIMITS OF EXCAVATION. NOT ALL FEATURES ARE SHOWN.
 - EXISTING REINFORCED CONCRETE FLOOR SLAB IS APPROXIMATELY 8 INCHES THICK. ADDITIONAL FOUNDATION DETAILS ARE PROVIDED IN THE REFERENCES FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE REPRESENTATIVE. EXISTING ASPHALT PAVEMENT IS APPROXIMATELY 3 INCHES THICK.
 - HISTORICAL BURIED FOUNDATIONS AND FLOOR SLABS, REFERRED TO AS BURIED MARCHANT BUILDING FEATURES (BMBF), ARE APPROXIMATELY 6 INCHES THICK AND WILL BE ENCOUNTERED ACROSS THE SITE AT A DEPTH OF APPROXIMATELY 16 INCHES BELOW GRADE. SEE REFERENCES FOR HISTORICAL BUILDING EXTENTS. CONCRETE MAY BE HEAVILY REINFORCED.
 - BURIED GEOPHYSICAL ANOMALY IS LIKELY HEAVILY REINFORCED AND MAY BE A FORMER LOADING DOCK OR RAMP. DEPTH OF GEOPHYSICAL ANOMALY IS UNKNOWN. DEMOLITION OF GEOPHYSICAL ANOMALY SHALL BE PERFORMED AS EXTRA WORK.
 - UNLESS OTHERWISE NOTED, CUT AND CAP UTILITY LINES AT THE EXCAVATION LIMITS.
- DEMOLISH ABANDONED MONITORING WELL COLUMNS WITHIN THE EXTENTS OF EXCAVATION; AS DESCRIBED FURTHER IN THE SPECIFICATIONS, CONTRACTOR SHALL CAREFULLY DIG AROUND ABANDONED WELLS TO EXPOSE WELL COLUMNS PRIOR TO CUTTING THE GROUTED WELL CASINGS IN SOME CASES. PROTECT WELLS MARKED FOR PROTECTION.
- SOIL VAPOR PROBES EXTEND UP TO APPROXIMATELY FIVE FEET BELOW GROUND SURFACE, COMPLETELY REMOVE ALL ANNULAR MATERIALS, TUBING, AND SCREENS.

NOTIFY SUCCESSOR AGENCY PRIOR TO DEMOLITION AND REMOVAL OF SUMPS, SOIL VAPOR PROBES, ABANDONED MONITORING WELLS, AND BURIED GEOPHYSICAL ANOMALY. ALLOW SUCCESSOR AGENCY SAFE ACCESS TO PHOTOGRAPH AND SAMPLE DURING REMOVAL. NOTIFY SUCCESSOR AGENCY UPON ENCOUNTERING ANY OTHER SUBSURFACE FEATURES NOT SHOWN ON THE DRAWINGS.

LOAD ACTIVITIES, SUCH AS CONCRETE HAMMERING, ARE LIMITED TO WEEKDAYS FROM 8AM TO 5PM.

INITIAL LIMITS OF EXCAVATION ARE:

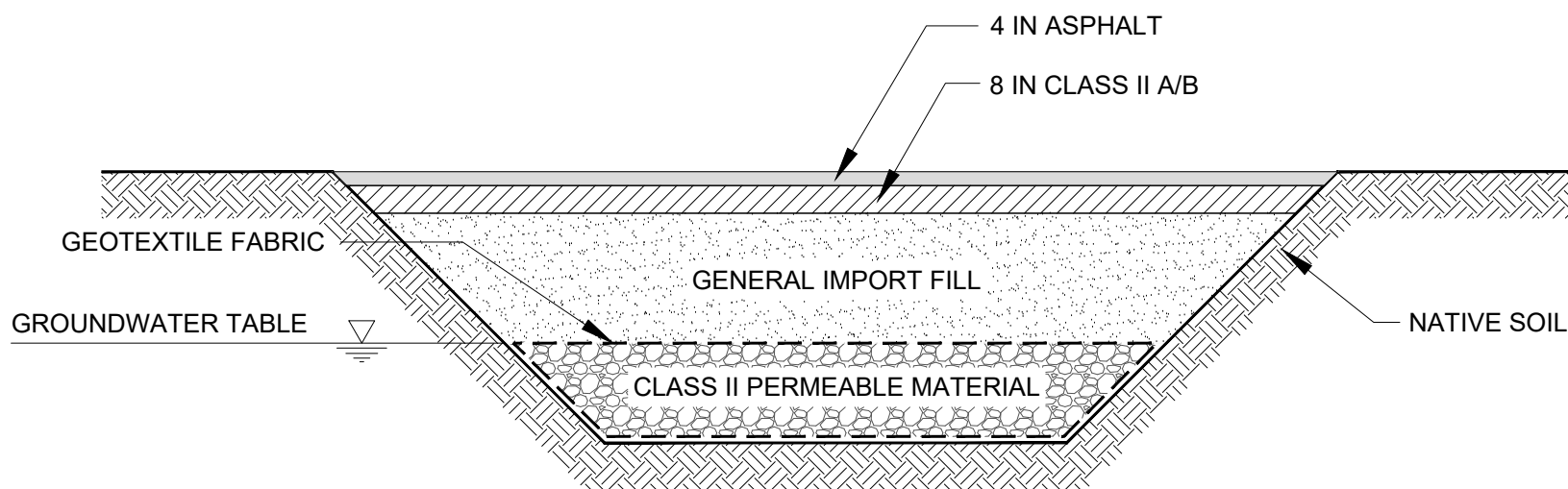
- EXCAVATION TO APPROXIMATELY 5 FEET (FT) BGS WITHIN THE APPROXIMATELY 68,000 SQUARE FOOT AREA SHOWN; AND
 - EXCAVATION TO APPROXIMATELY 10 FT BGS WITHIN THE 1,600 SQUARE FOOT AREA SHOWN.
- CONTRACTOR SHALL EXCAVATE TO THE TARGET EXCAVATION ELEVATIONS SHOWN ON SHEET 5. ADDITIONAL EXCAVATION BEYOND THESE INITIAL EXTENTS MAY BE REQUIRED AS DESCRIBED IN THE SPECIFICATIONS. CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING APPROPRIATE SETBACKS AND SLOPING FOR PROTECTION OF NEIGHBORING AND SITE FEATURES IN ACCORDANCE WITH CONTRACTOR'S FAVORABLY REVIEWED EXCAVATION SUPPORT PLAN. SEE PROJECT REFERENCES FOR GEOTECHNICAL RECOMMENDATIONS. CONTRACTOR SHALL PHASE WORK IN ACCORDANCE WITH FAVORABLY REVIEWED OPERATIONS AND PHASING PLAN.

- PRESERVE HARDSCAPE IN AREAS THAT ARE NOT ACTIVELY BEING EXCAVATED TO FACILITATE SITE ACCESS. COORDINATE PAVEMENT AND SLAB REMOVAL WITH EXCAVATION SEQUENCING.
- RECYCLE OR DISPOSE OF SITE MATERIALS IN ACCORDANCE WITH SPECIFICATIONS.
- DISPOSE OF SOIL BASED ON PRE-CHARACTERIZATION PERFORMED BY SUCCESSOR AGENCY, WHERE AVAILABLE. ADDITIONAL WASTE DISPOSAL CHARACTERIZATION MAY BE NECESSARY AS DETERMINED BY SUCCESSOR AGENCY. IF NECESSARY, CONTRACTOR SHALL STOCKPILE EXCAVATED SOIL IN ACCORDANCE WITH SPECIFICATIONS.
- LOCATIONS OF ALL UTILITIES ARE APPROXIMATE AND MUST BE FIELD VERIFIED BY CONTRACTOR PRIOR TO DEMOLITION AND EXCAVATION ACTIVITIES.
- PROVIDE ADA COMPLIANT DETOUR SIGNAGE FOR PEDESTRIANS AND BICYCLISTS UTILIZING SIDEWALKS AND BIKE LANES ALONG HORTON STREET, AS NEEDED. IF CLOSURE IS REQUIRED TO ACCOMMODATE CONSTRUCTION ENTRANCES/EXITS AND OTHER SITE ACTIVITIES, CONTRACTOR SHALL COMPLY WITH FAVORABLY REVIEWED CONSTRUCTION MANAGEMENT PLAN. IF SIDEWALK CLOSURES ARE NECESSARY, CONTRACTOR SHALL PLACE DETOUR SIGNS AT:
 - THE MID-BLOCK CROSSING UNDER THE POWELL STREET BRIDGE; AND
 - THE HORTON STREET AND STANFORD AVENUE INTERSECTION.IF BICYCLE LANE CLOSURES ARE NECESSARY, CONTRACTOR SHALL PLACE DETOUR SIGNS AT:
 - THE HORTON STREET AND HARUFF STREET INTERSECTION; AND
 - THE HORTON STREET AND STANFORD AVENUE INTERSECTION.
- PROVIDE DRIVEWAY FLAGGERS FOR ALL INBOUND AND OUTBOUND TRUCK TRAFFIC. FLAGGERS SHALL ASSIST TENANTS OF 5675 AND 5677 HORTON STREET ENTERING OR EXITING THE SITE AS NEEDED.
- IMPLEMENT SWPPP BMPs FOR THE ENTIRE SITE.
- ORIGINAL ARCHITECTURAL DRAWINGS - 1963, ARE PROVIDED IN THE REFERENCES; DRAWINGS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE REPRESENTATIVE.
- CONTRACTOR SHALL ANTICIPATE THAT HORIZONTAL REFERENCE POINTS WILL BE MARKED BY SUCCESSOR AGENCY AS DESCRIBED IN THE SPECIFICATIONS.
- AT THE COMPLETION OF EACH PHASE OF EXCAVATION, INSTALL ORANGE CONSTRUCTION FENCE ALONG EXCAVATION SIDEWALKS.
- CONTRACTOR IS NOTIFIED THAT SEPARATE PHASE LIQUID IS EXPECTED WITHIN THE DEEP EXCAVATION AREA. SEE SPECIFICATIONS.
- IF SHORING IS INSTALLED TO COMPLETE WORK, REMOVE ALL SHORING AFTER EXCAVATION IS COMPLETE.
- PROTECT ALL CATCH BASINS AND DRAIN INLETS NOT DESIGNATED FOR REMOVAL.
- DECONTAMINATION PADS FOR BELOW-GRADE DEMOLITION & EXCAVATION SHALL BE LOCATED AT SITE EXITS IN ACCORDANCE WITH CONTRACTOR'S FAVORABLY REVIEWED OPERATIONS AND PHASING PLAN.
- EBMUD WATER DISTRIBUTION MAIN EXTENDS ONTO SITE PROPERTY. CONFIRM EXTENTS OF DISTRIBUTION MAIN WITH EBMUD (TELEPHONE 1-866-403-2883) AND PROTECT. EXISTING DISTRIBUTION MAIN AND SERVICE LATERALS MAY BE ASBESTOS CONCRETE. CONTRACTOR SHALL FIELD VERIFY MATERIAL PROPERTIES OF SERVICE LATERALS WHERE THEY ARE TO BE DEMOLISHED AND PERFORM DEMOLITION ACCORDING TO LAWS AND REGULATIONS.
- ABANDONED PETROLEUM PIPELINES MAY EXTEND ONTO THE PROPERTY. CONTRACTOR SHALL CONTACT KINDER MORGAN AT LEAST 5 DAYS PRIOR TO ANY SUBSURFACE WORK IN THE VICINITY OF POTENTIAL ABANDONED PETROLEUM PIPELINES SHOWN ON THE DRAWINGS.
- STOCKPILE BURIED FEATURES DEMOLISHED FROM WITHIN THE INDICATED AREA OF ELEVATED CADMIUM CONCENTRATIONS SEPARATELY FOR CHARACTERIZATION. AREA WILL BE MARKED IN THE FIELD BY SUCCESSOR AGENCY.
- INSTALL NOISE BARRIER IN ACCORDANCE WITH THE SPECIFICATIONS. MAINTAIN FIRE LANE IN ACCORDANCE WITH ACFD REQUIREMENTS. LOCATION OF NOISE BARRIER SHOWN IS PRELIMINARY AND SHALL BE ADJUSTED AS NEEDED TO COMPLETE THE WORK AND IN ACCORDANCE WITH CONTRACTOR'S OPERATIONS AND PHASING PLAN.
- INSTALL AND OPERATE TENT AND TENT VENTILATION AND TREATMENT SYSTEM IN ACCORDANCE WITH SPECIFICATIONS. PERFORM EXCAVATION AND BACKFILL ACTIVITIES INSIDE TENTED ENCLOSURE WHERE SHOWN. ADJUST NOISE BARRIER LOCATION TO RETAIN FIRE LANES IN ACCORDANCE WITH ACFD. SIDE OF TENT MAY BE USED IN LIEU OF NOISE BARRIER IN ACCORDANCE WITH CONTRACTOR'S FAVORABLY REVIEWED OPERATIONS AND PHASING PLAN PROVIDED SITE CONTROL IS MAINTAINED.
- AS DIRECTED BY SUCCESSOR AGENCY, PERFORM EXCAVATION TO 3 FEET BELOW GROUND SURFACE AND DEMOLITION OF BELOW GRADE UTILITIES AND STRUCTURES NOT MARKED FOR PROTECTION IN THE THREE ALTERNATIVE AREAS A, B, AND C SHOWN. IN ADDITION TO REQUIREMENTS APPLYING TO EXCAVATION TO THE INITIAL EXTENTS OF EXCAVATION, WORK IN EACH ALTERNATIVE AREA INCLUDES:

ALTERNATIVE AREA A: PROVIDE SHORING AS NEEDED TO PROTECT NEIGHBORING OFF-SITE STRUCTURES AND UTILITIES. PROTECT EXISTING EBMUD WATER MAIN AND APPURTENANCES IN PLACE. PROTECT IN-PLACE OR REMOVE AND REPLACE EXISTING UTILITIES WITHOUT CAUSING UTILITY SERVICE INTERRUPTION TO 5675 AND 5677 HORTON STREET. COORDINATE PAVED ACCESS TO 5675 AND 5677 HORTON STREET BUILDING ENTRANCES FOR OCCUPANTS WITH SUCCESSOR AGENCY. COORDINATE TEMPORARY FIRE DEPARTMENT ACCESS FOR 5675 AND 5677 HORTON STREET WITH ALAMEDA COUNTY FIRE DEPARTMENT DURING THE WORK.

ALTERNATIVE AREA B: PROVIDE SHORING AS NEEDED TO PROTECT NEIGHBORING OFF-SITE STRUCTURES AND UTILITIES. COORDINATE WITH PG&E TO DISCONNECT, REMOVE, AND REPLACE EXISTING POWER POLE WITHIN EXCAVATION AREA. REMOVE AND REPLACE EXISTING STREET LIGHT WITHIN EXCAVATION AREA. REMOVE AND REPLACE EXISTING TREES WITHIN EXCAVATION AREA.

ALTERNATIVE AREA C: COORDINATE WITH UPRR AND PROVIDE SHORING, FLAGGING, AND OTHER SUPPORT AS NEEDED IN ACCORDANCE WITH UPRR REQUIREMENTS. COORDINATE WITH PG&E TO EXCAVATE AROUND AND PROTECT EXISTING HIGH VOLTAGE ELECTRICAL INFRASTRUCTURE.



CLASS II PERMEABLE DETAIL

(SCALE: NOT TO SCALE)

NOTES:

- CONTRACTOR SHALL PROVIDE GENERAL IMPORT FILL MATERIAL, CLASS II A/B, GEOTEXTILE FABRIC, AND CLASS II PERMEABLE MATERIAL PER THE SPECIFICATIONS.
- IF BACKFILL USING GENERAL IMPORT FILL MATERIAL IS NOT PRACTICABLE DUE TO GROUNDWATER INFILTRATION, CONTRACTOR SHALL INSTALL CLASS II PERMEABLE MATERIAL FULLY "BURRITO" WRAPPED WITH GEOTEXTILE FABRIC TO THE ELEVATION NEEDED SUCH THAT GENERAL IMPORT FILL MATERIAL CAN BE INSTALLED OVER TOP.

SUCCESSOR AGENCY
FMW SITE DEMOLITION AND EXCAVATION PROJECT
BELOW-GRADE DEMOLITION
AND EXCAVATION - OVERVIEW

DATE:	JUN2023	SCALE:	AS SHOWN	CCR	DESIGNED:	RWP	FOR SUCCESSOR AGENCY APPROVAL	HL	06-01-23
DRAWN:					APPROVED:	HL	FOR CLIENT REVIEW	HL	04-14-23
REV					DESCRIPTION:				
DATE NO.									

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING.	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
1"	0	
SHEET NUMBER	4	4 OF 8

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NOTES:

1. ELEVATIONS OF INITIAL LIMITS OF EXCAVATION ARE SHOWN. ELEVATION ARE GIVEN IN NGVD29.

PERIMETER EXCAVATION AREA		
CONTROL POINT	EASTING	NORTHING
E1	1,483,021.5915	492,021.5092
E2	1,483,105.6213	492,041.0213
E3	1,483,102.9856	492,051.9775
E4	1,483,121.6618	492,056.3117
E5	1,483,119.1964	492,066.9338
E6	1,483,132.0718	492,079.2729
E7	1,483,189.6000	492,092.6697
E8	1,483,197.6565	492,063.1122
E9	1,483,252.6501	492,075.6242
E10	1,483,268.0301	492,004.5684
E11	1,483,273.0355	491,950.6544
E12	1,483,271.1504	491,931.7584
E13	1,483,252.3378	491,906.6021
E14	1,483,228.4779	491,872.4825
E15	1,483,202.0537	491,831.8157
E16	1,483,187.3384	491,806.5627
E17	1,483,178.3690	491,790.6208
E18	1,483,156.7512	491,749.2388
E19	1,483,145.4375	491,724.5031
E20	1,483,128.4216	491,686.3729
E21	1,483,120.3709	491,680.3054
E22	1,483,085.4857	491,673.7745
E23	1,483,082.5732	491,683.6597
E24	1,483,075.6836	491,682.8910
E25	1,483,071.0159	491,688.7107
E26	1,483,057.9153	491,750.0199
E27	1,483,052.3375	491,778.4615
E28	1,483,042.0819	491,856.3665
E29	1,483,033.5707	491,926.9435
E30	1,483,025.9486	491,988.5231

PRE-CHARACTERIZATION AREAS		
CONTROL POINT	EASTING	NORTHING
C1	1,483,206.5433	492,115.5852
C2	1,483,217.8465	492,067.0601
C3	1,483,162.1835	492,054.0906
C4	1,483,115.3878	492,043.1872
C5	1,483,123.2389	492,009.4917
C6	1,483,068.6379	491,996.7780
C7	1,483,015.1082	491,984.3056
C8	1,483,275.2721	492,010.5927
C9	1,483,233.2971	492,000.7485
C10	1,483,211.0683	491,995.5692
C11	1,483,216.5516	491,972.0356
C12	1,483,183.1174	491,964.2454
C13	1,483,136.3217	491,953.3420
C14	1,483,147.1164	491,907.0128
C15	1,483,092.5174	491,894.2912
C16	1,483,077.1529	491,890.7113
C17	1,483,038.9876	491,881.8188
C18	1,483,232.3473	491,904.2429
C19	1,483,152.1174	491,885.5493
C20	1,483,162.3954	491,840.7689
C21	1,483,092.5797	491,824.5018
C22	1,483,237.0180	491,884.1969
C23	1,483,175.5433	491,785.0089
C24	1,483,168.1831	491,770.7658
C25	1,483,108.3298	491,756.9047
C26	1,483,070.2210	491,747.7698
C27	1,483,126.2321	491,683.9343
C28	1,483,087.2130	491,674.8428
C29	1,483,014.0400	491,984.0567

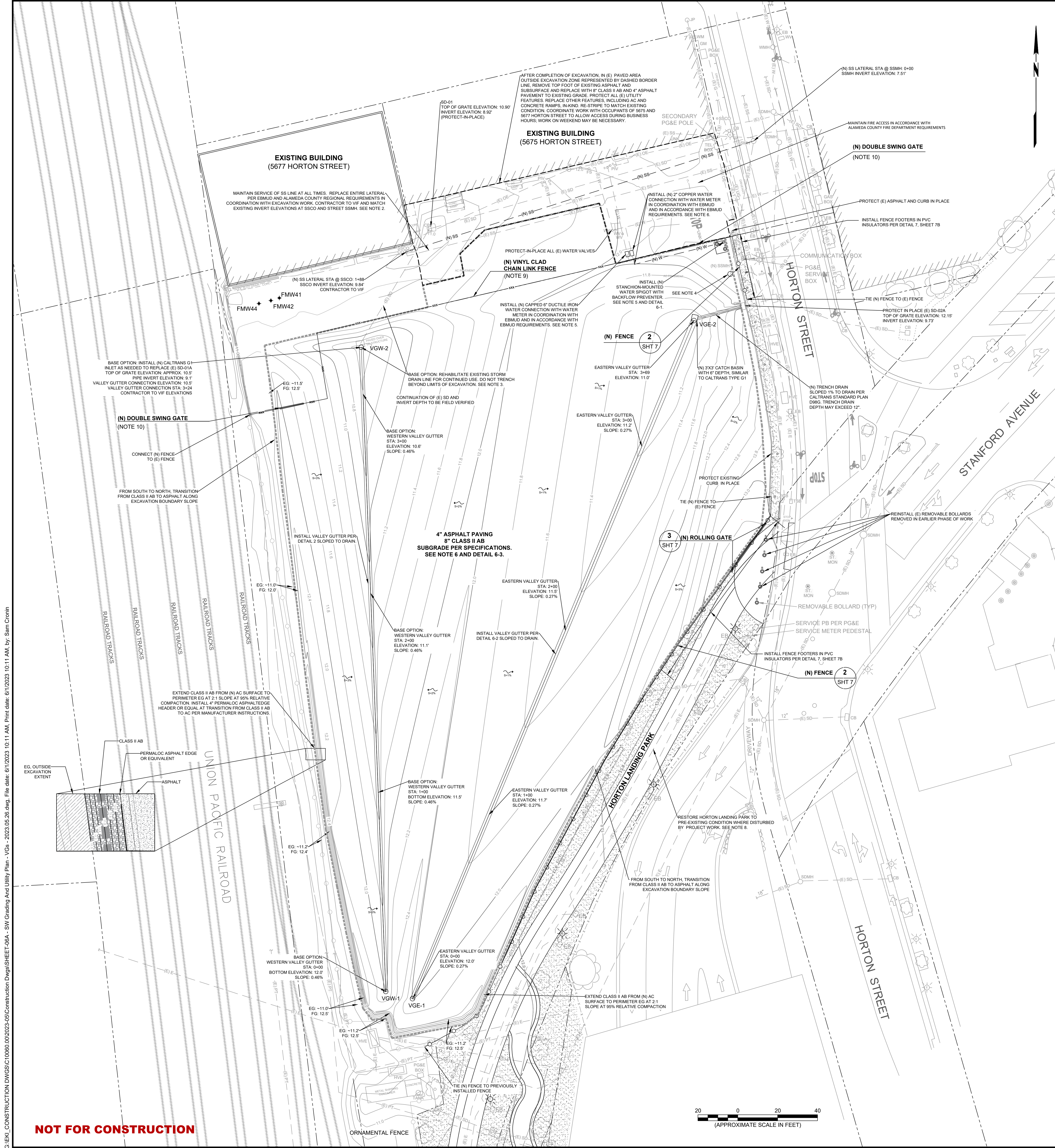
ALTERNATE EXCAVATION AREA		
CONTROL POINT	EASTING	NORTHING
ALTERNATE AREA A	AA-1	1,483,101.7192
	AA-2	1,483,093.0723
	AA-3	1,483,248.9931
	AA-4	1,483,259.4279
ALTERNATE AREA B	AB-1	1,483,260.4927
	AB-2	1,483,273.4835
	AB-3	1,483,277.8487
	AB-4	1,483,280.0154
ALTERNATE AREA C	AC-1	1,483,007.5564
	AC-2	1,483,014.3470
	AC-3	1,483,012.3728
	AC-4	1,483,020.5532
	AC-5	1,483,030.0750
	AC-6	1,483,040.4238
	AC-7	1,483,046.2953
	AC-8	1,483,052.7307
	AC-9	1,483,058.5015
	AC-10	1,483,065.9271
	AC-11	1,483,090.7172
	AC-12	1,483,120.3709

CONTROL POINT	DESCRIPTION	EASTING	NORTHING	ELEVATION (NGVD29)
CP1	NAIL-W	1,483,074.314	492,039.754	11.45
CP3	NAIL-W	1,483,262.675	492,112.024	11.72
CP5	NAIL-W	1,483,294.625	492,109.192	12.33
CP6	NAIL-W	1,483,280.452	492,168.237	11.99
CP7 (NOT SHOWN)	CUT-X	1,483,261.652	492,248.814	11.80
CP8	CUT-X	1,483,310.456	492,040.129	12.53
CP9	CUT-X	1,483,321.921	491,944.511	14.19

NOTE: CALIFORNIA COORDINATE SYSTEM, NAD 1927, ZONE 3.

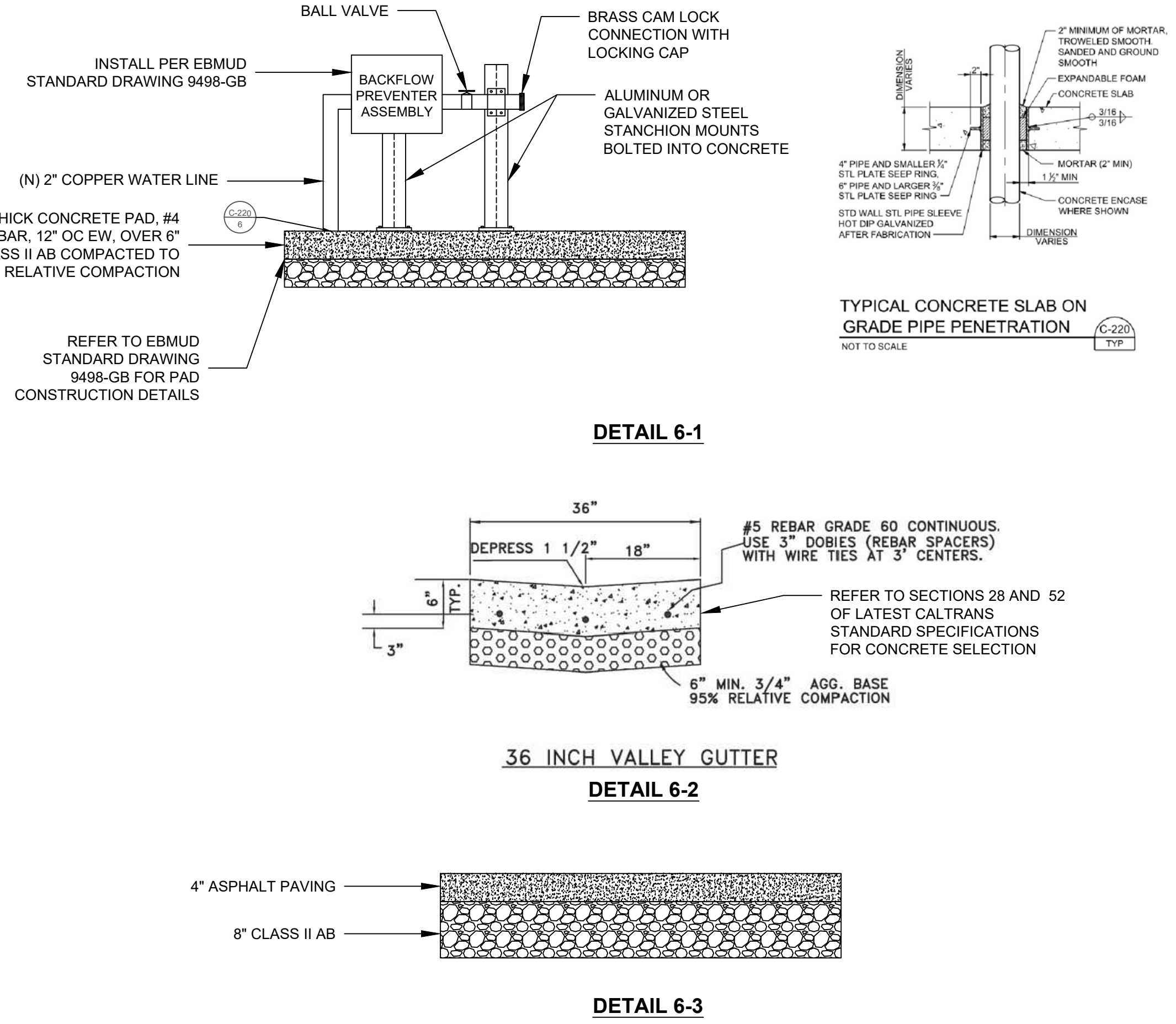
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NOTES:

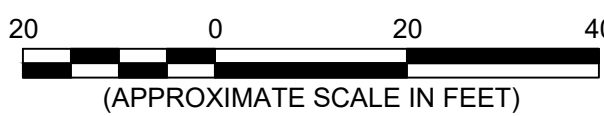
- LOCATIONS OF ALL UTILITIES ARE APPROXIMATED AND MUST BE FIELD VERIFIED BY CONTRACTOR PRIOR TO INSTALLATION ACTIVITIES.
- MAINTAIN SANITARY SEWER SERVICE TO 5677 HORTON STREET AT ALL TIMES. IF A TEMPORARY SYSTEM IS REQUIRED DURING ANY PHASE OF CONSTRUCTION, CONTRACTOR SHALL INSTALL A TEMPORARY SYSTEM THAT WILL NOT DISRUPT TRAFFIC FLOW ALONG HORTON STREET. CONTRACTOR TO REPLACE SANITARY SEWER LATERAL FROM CLEANOUT TO SANITARY SEWER MANHOLE IN STREET FOLLOWING THE (N) SS ALIGNMENT SHOWN. PRIOR TO THE WORK AND IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACTOR SHALL PROVIDE SUBMITTAL SHOWING PHASING OF WORK IN THE VICINITY OF (E) SANITARY SEWER AND SANITARY SEWER REPLACEMENT PER ALAMEDA COUNTY REGIONAL STANDARDS AND EBMUD STANDARDS WITH 4" SCH 80 ABS PIPE FOLLOWING THE (N) SS ALIGNMENT SHOWN.
- THE PREFERRED BASE OPTION TO DIRECT STORMWATER TO SD-01 IS TO REHABILITATE THE STORM DRAIN LINE BETWEEN (E) SD-01A AND SD-01 BY CLEANING IT OR REPLACING IT AND REPLACING (E) SD-01A AS SHOWN ON SHEET 6A. THE SLOPE OF THE EXISTING LINE HAS NOT BEEN CONFIRMED. CONTRACTOR TO VERIFY SLOPE MEETS OR EXCEEDS 1%. IF CONTRACTOR DETERMINES (E) STORM DRAIN LINE CANNOT BE REHABILITATED OR DOES NOT MEET THE SPECIFIED SLOPE REQUIREMENT, CONTRACTOR SHALL SUBMIT FINDINGS TO SUCCESSOR AGENCY AND, WITH APPROVAL OF SUCCESSOR AGENCY, INSTALL (N) CATCH BASIN AND STORM DRAIN LINE SHOWN AS "ALTERNATIVE" AS SHOWN ON SHEET 6B. TRENCHING FOR INSTALLATION OF (N) SD LINE TO BE COMPLETED PER CALTRANS STANDARD DRAWING A62D.
- CONTRACTOR TO INSTALL (N) SSMH WHERE SHOWN ALONG (E) SANITARY SEWER LINE ADJACENT TO PERIMETER OF EXCAVATION AREA PER EBMUD AND ALAMEDA COUNTY REGIONAL STANDARDS.
- CONTRACTOR TO COORDINATE WITH EBMUD ON NEW WATER CONNECTION TO STANCHION-MOUNTED SPIGOT FOR SUCCESSOR AGENCY REVIEW. CONTRACTOR TO REFER TO EBMUD STANDARD DRAWING 1992-A FOR WATER LINE INSTALLATION TRENCHING DETAILS. CONTRACTOR TO REFER TO EBMUD STANDARD DAWING 186-EA FOR WATER METER INSTALLATION GUIDANCE AND COORDINATE WITH EBMUD ON ITS RELOCATION. STANCHION MOUNT TO BE CONSTRUCTED OF ALUMINUM U-CHANNELS OR GALVANIZED STEEL. CONTRACTOR TO INSTALL (N) BACKFLOW PREVENTER PER EBMUD STANDARD DRAWING 9498-GB ABOVE GROUND AND IMMEDIATELY UPSTREAM OF STANCHION-MOUNTED 2" WATER SPIGOT. WATER SPIGOT AND BACKFLOW PREVENTER ASSEMBLY TO BE INSTALLED ON CONCRETE PAD PER EBMUD STANDARD DRAWING 9498-GB. REFER TO SECTIONS 28 AND 52 OF LATEST CALTRANS STANDARD SPECIFICATIONS FOR CONCRETE AND REINFORCEMENT SELECTION. CONCRETE PAD TO BE PROTECTED WITH REMOVABLE TRAFFIC-RATED BOLLARDS. CONTRACTOR TO SUBMIT BOLLARD CHOICE FOR SUCCESSOR AGENCY REVIEW.
- GRADE SITE TO MATCH ELEVATION CONTOURS SHOWN AT SURFACE OF (N) ASPHALT CONCRETE PAVING. INSTALL (N) CLASS II AB AND ASPHALT CONCRETE PAVING WITH THICKNESSES SHOWN PER CALTRANS STANDARD SPECIFICATIONS AND RECOMMENDATIONS OF GEOTECHNICAL ENGINEER. REFER TO TECHNICAL SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- INSTALL (N) 30-FOOT WIDE ROLLING GATE WITH GATE OFFSET INTERNALLY TO SITE FROM FENCE AND ROLLER TRACK ON PLAN WEST OF GATE OPENING.
- REFER TO PROJECT REFERENCES FOR HORTON LANDING PARK AS-BUILTS.
- INSTALL (N) 7-FOOT TALL BLACK CHAIN LINK FENCE PER CALTRANS STANDARD DRAWING A85. ALL SECTIONS OF FENCE SHALL UTILIZE A MINIMUM OF TWO NON-WIRE HORIZONTAL STRUCTURAL MEMBERS. ALL POSTS, RODS, FABRIC, BRACES, AND BANDS MUST BE VINYL-CLAD. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR SUCCESSOR AGENCY REVIEW PRIOR TO PROCUREMENT.
- INSTALL (N) 7-FOOT TALL, 12-FOOT WIDE BLACK DOUBLE SWING GATE PER CALTRANS STANDARD DRAWING A85. ALL POSTS, RODS, FABRIC, BRACES, AND BANDS MUST BE VINYL-CLAD. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR SUCCESSOR AGENCY REVIEW PRIOR TO PROCUREMENT.



VALLEY GUTTER CONTROL POINTS

CONTROL POINT	EASTING	NORTHING
VGW-1	1,483,082.419	491,697.186
VGW-2	1,483,070.110	492,020.463
VGE-1	1,483,095.842	491,693.583
VGE-2	1,483,237.102	492,033.835

NOTE: CALIFORNIA COORDINATE SYSTEM, NAD1927, ZONE 3.

[illegible]

36"

DEPRESS 1 1/2"

18"

#5 REBAR GRADE 60 CONTINUOUS.
USE 3" DOBIES (REBAR SPACERS)
WITH WIRE TIES AT 3" CENTERS.

REFER TO SECTIONS 28 AND
52 OF LATEST CALTRANS
STANDARD SPECIFICATIONS
FOR CONCRETE SELECTION

6" MIN. 3/4" AGG. BASE
95% RELATIVE
COMPACTION

6" TYP.

3"

4" ASPHALT PAVING

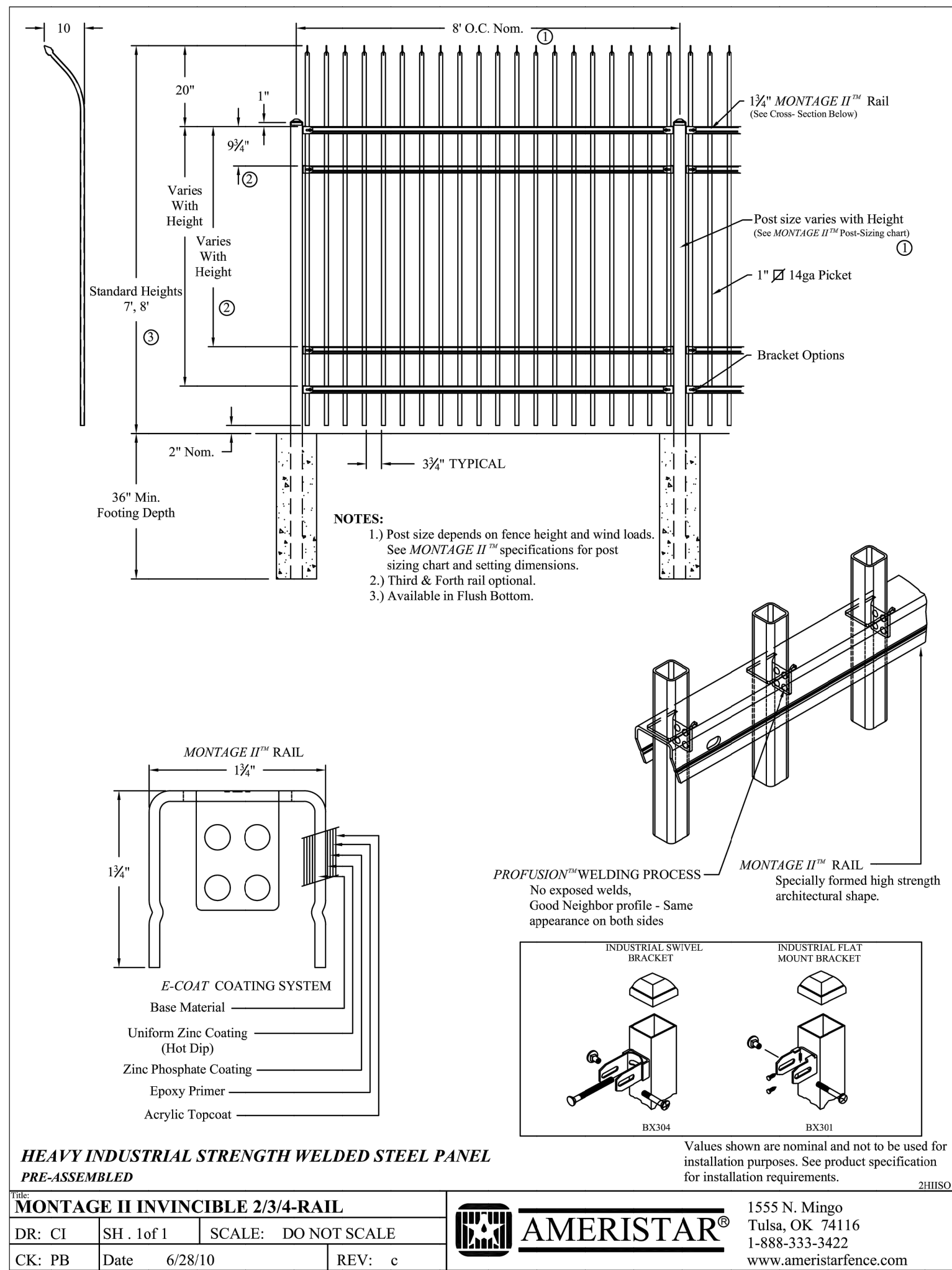
8" CLASS II AB

CONTROL POINT	EASTING	NORTHING
VGW-1	1,483,082.419	491,697.186
VGW-2	1,483,114.839	492,035.253
VGE-1	1,483,095.842	491,693.583
VGE-2	1,483,237.102	492,033.835

**SUCCESSOR AGENCY
FMW SITE DEMOLITION AND SOIL EXCAVATION PROJECT**

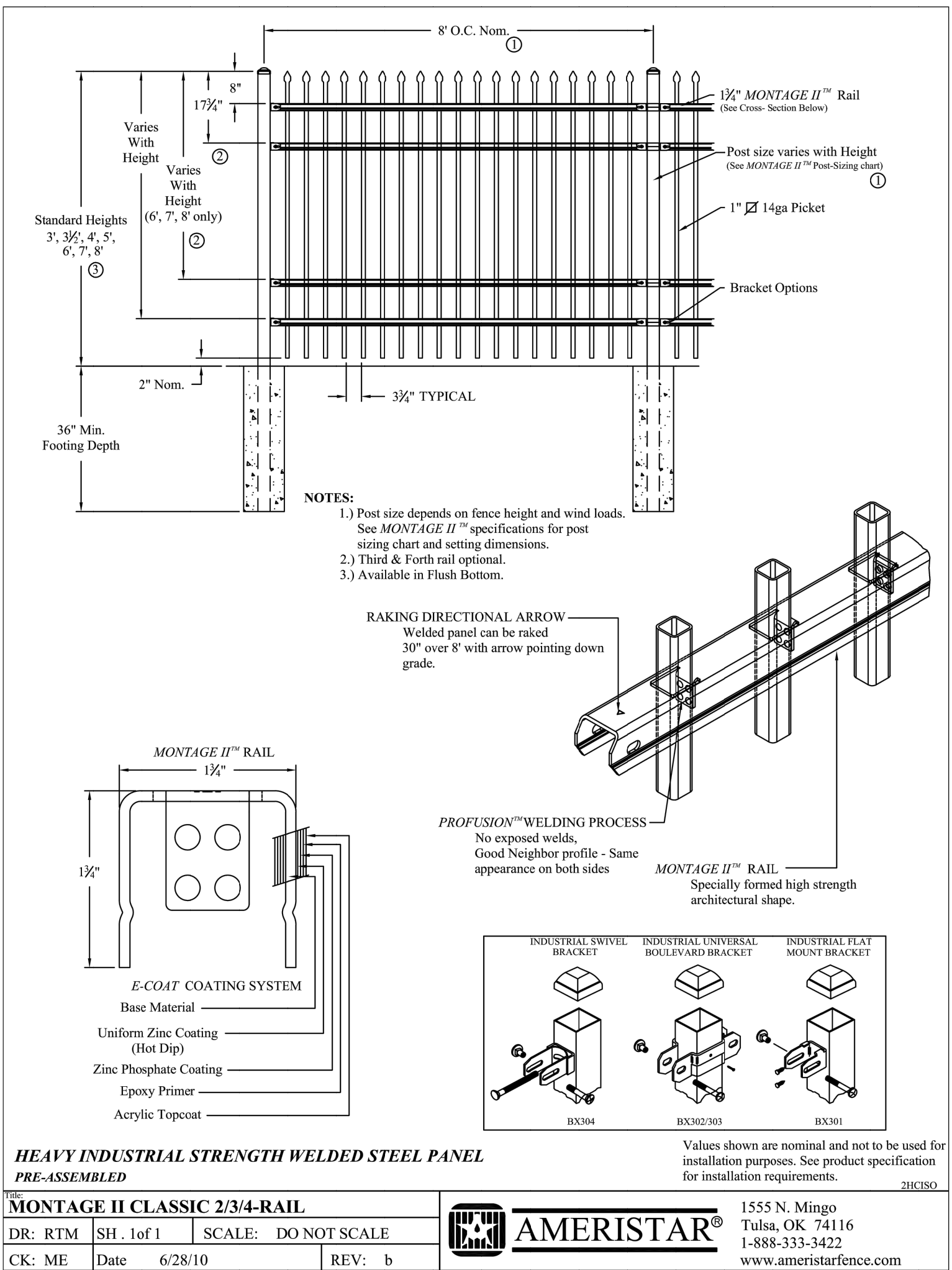
**SITE RESTORATION AND GRADING
PLAN - WITH ALTERNATES**

G:\EAL_CONSTRUCTION DWGS\CT0060_00\2023-05\Construction Drawings\Sheet-07.dwg, File date: 6/1/2023 3:44 PM, Print date: 6/1/2023 10:19 PM, by: Ricasala, Cesar



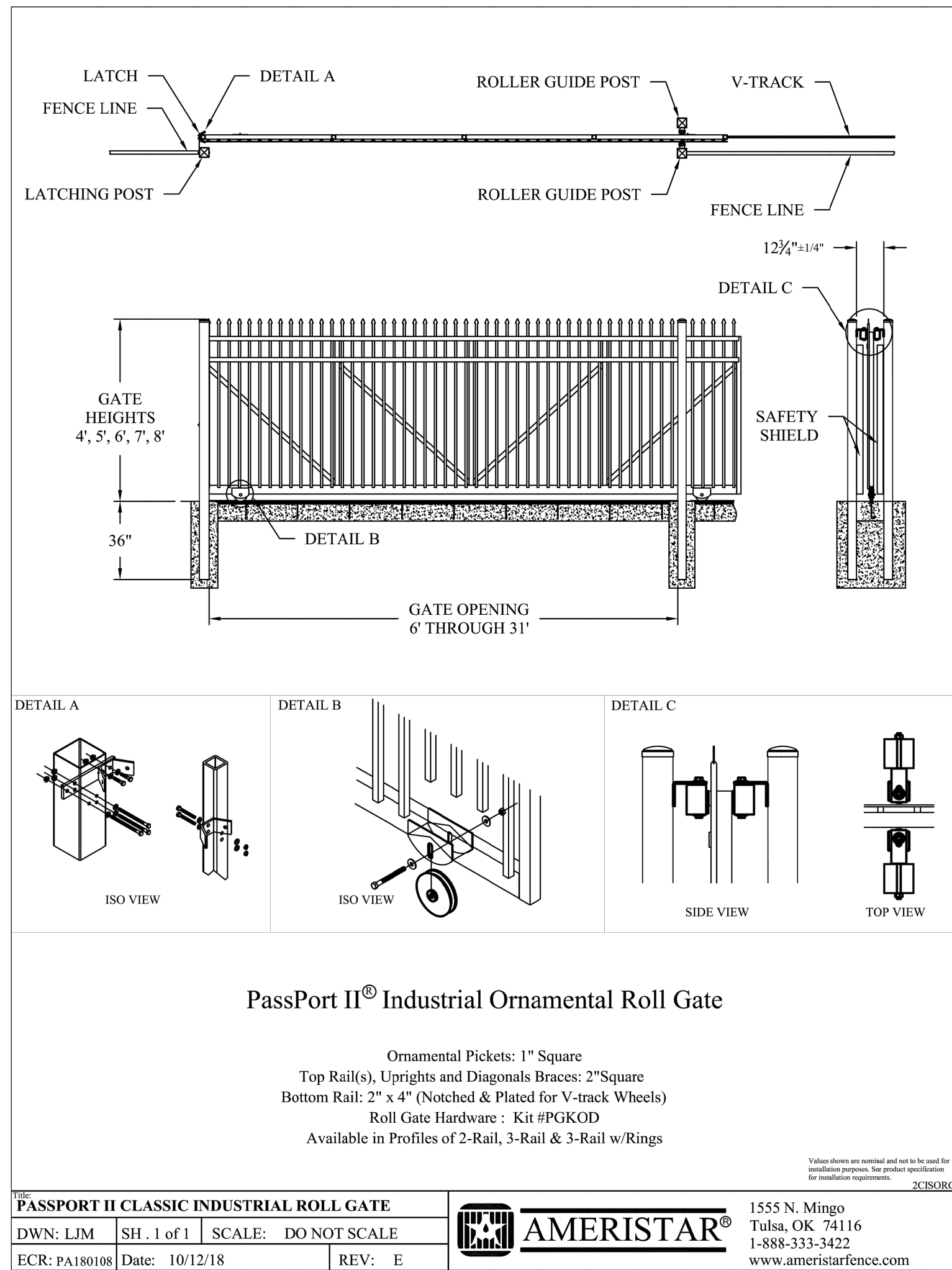
MONTAGE II INVINCIBLE ORNAMENTAL FENCE SECTION
(SCALE: NOT TO SCALE)

1
SHEET 3



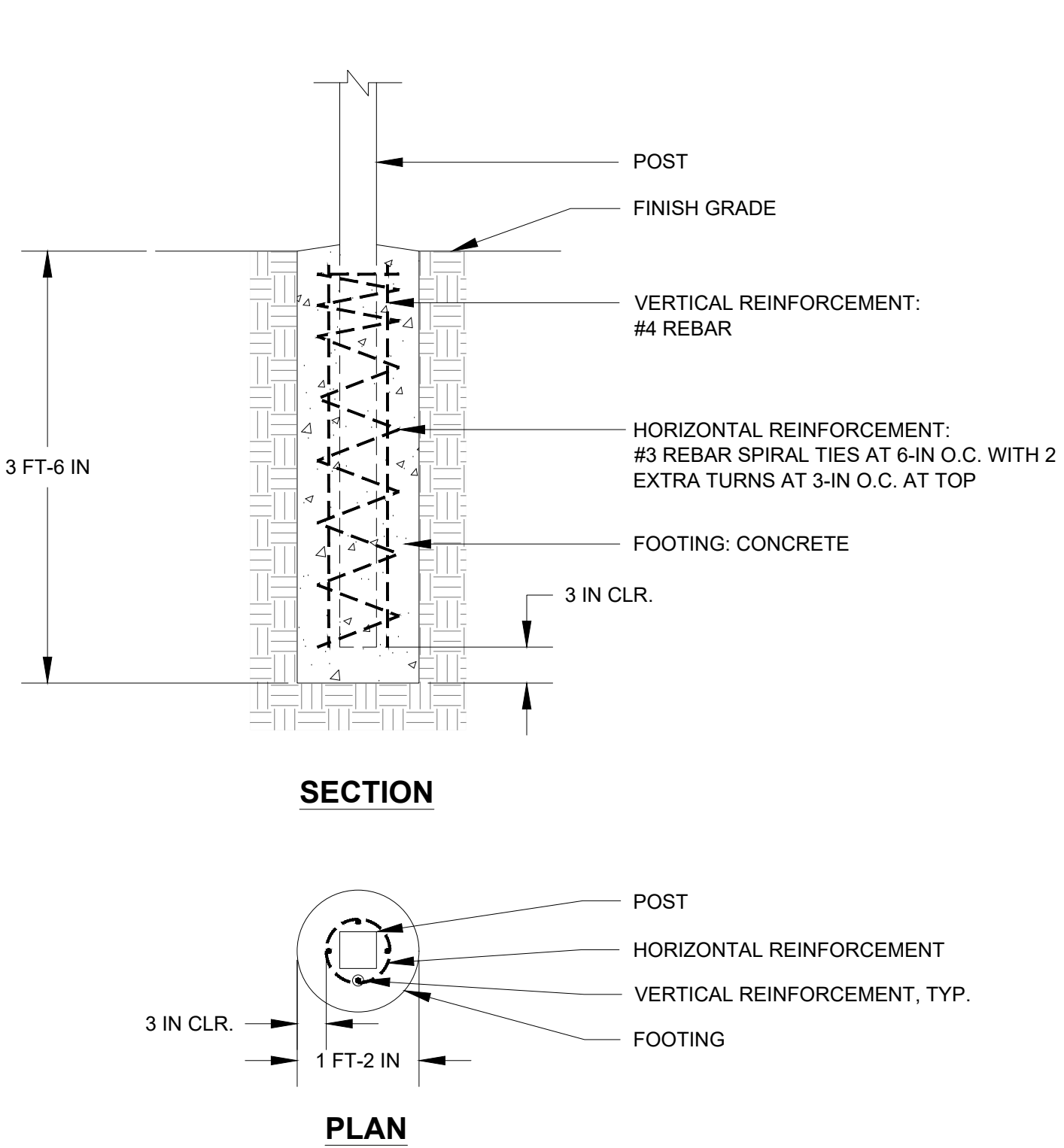
MONTAGE II CLASSIC ORNAMENTAL FENCE SECTION
(SCALE: NOT TO SCALE)

2
SHEET 6A/6B



AMERISTAR PASSPORT II CLASSIC INDUSTRIAL GATE
(SCALE: NOT TO SCALE)

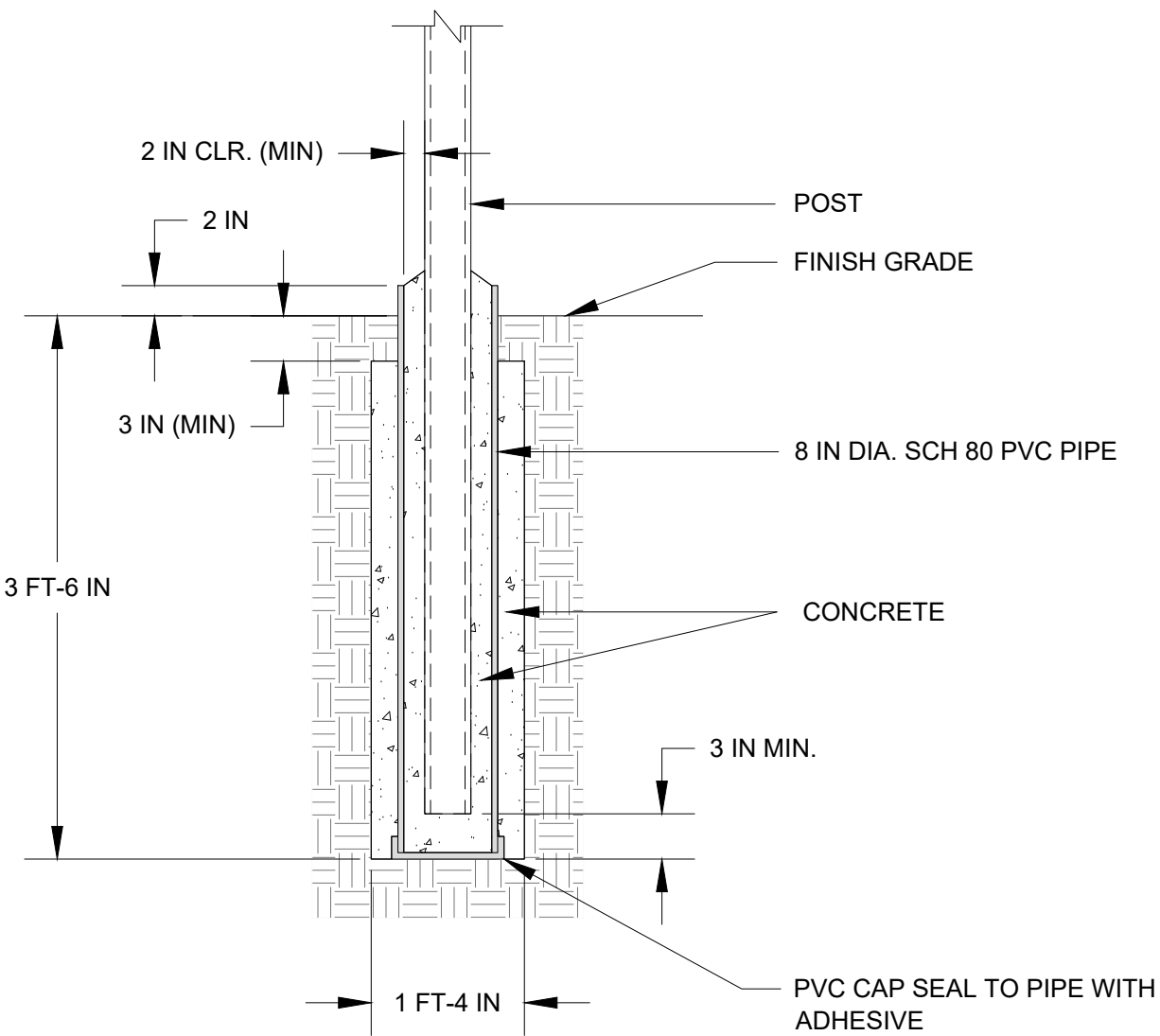
3
SHEET 6A/6B



- NOTES:
1. CONCRETE:
a. CONCRETE SHALL BE PEA GRAVEL CONCRETE MIX WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 2,500 PSI.
b. CEMENT SHALL CONFORM TO ASTM C150 TYPE II.
c. ALL CONCRETE SHALL BE TRANSIT MIXED IN ACCORDANCE WITH ASTM C194.
d. TRANSIT MIXED CONCRETE SHALL BE MIXED FOR NOT LESS THAN 10 MINUTES TOTAL AND A MINIMUM OF 3 MINUTES ON SITE JUST PRIOR TO PLACEMENT.
e. HOLES SHALL BE THOROUGHLY WETTED PRIOR TO PLACEMENT.
f. CONCRETE SHALL BE PUMPED FROM THE MIXER TO THE FINAL LOCATION.
g. CONCRETE SHALL BE VIBRATED IN PLACE. VIBRATION SHALL BE BY MEANS OF MECHANICAL VIBRATORS IN DIRECT CONTACT WITH THE CONCRETE AND NOT BY VIBRATING THE FENCE POST.
2. CONTRACTOR SHALL PLACE CONCRETE IN A MANNER THAT DOES NOT MOVE THE FENCE POST DURING CONSTRUCTION.
3. CONTRACTOR SHALL PLACE CONCRETE IN A MANNER THAT DOES NOT CAUSE THE SOIL ON THE SIDES OF THE HOLE AND BOTTOM OF THE HOLE TO SLUFF OFF INTO THE HOLE.

FENCE FOOTING
(SCALE: NOT TO SCALE)

4
SHEET 3



- NOTES:
1. CONCRETE:
a. CONCRETE SHALL BE PEA GRAVEL CONCRETE MIX WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 2,500 PSI.
b. CEMENT SHALL CONFORM TO ASTM C150 TYPE II.
c. ALL CONCRETE SHALL BE TRANSIT MIXED IN ACCORDANCE WITH ASTM C194.
d. TRANSIT MIXED CONCRETE SHALL BE MIXED FOR NOT LESS THAN 10 MINUTES TOTAL AND A MINIMUM OF 3 MINUTES ON SITE JUST PRIOR TO PLACEMENT.
e. HOLES SHALL BE THOROUGHLY WETTED PRIOR TO PLACEMENT.
f. CONCRETE SHALL BE PUMPED FROM THE MIXER TO THE FINAL LOCATION.
g. CONCRETE SHALL BE VIBRATED IN PLACE. VIBRATION SHALL BE BY MEANS OF MECHANICAL VIBRATORS IN DIRECT CONTACT WITH THE CONCRETE AND NOT BY VIBRATING THE FENCE POST AND/OR PVC PIPE.
2. CONTRACTOR SHALL PLACE CONCRETE IN A MANNER THAT DOES NOT MOVE THE FENCE POST DURING CONSTRUCTION.
3. CONTRACTOR SHALL PLACE CONCRETE IN A MANNER THAT DOES NOT CAUSE THE SOIL ON THE SIDES OF THE HOLE AND BOTTOM OF THE HOLE TO SLUFF OFF INTO THE HOLE.

FENCE FOOTING WITH PVC INSULATOR
(SCALE: NOT TO SCALE)

5
SHEET 3



EXISTING ELECTRICAL SYSTEM DETAIL
(SCALE: NOT TO SCALE)

A
SHEET 2

NOT FOR CONSTRUCTION

DATE:	SCALE:	DRAWN:	DESIGNED:	APPROVED:	JOB NO.:	REV	DESCRIPTION	DATE
JUN 2023	AS SHOWN	CCR	RWP	HL	C10060.00		FOR SUCCESSOR AGENCY APPROVAL	06-01-23
				HL			FOR CLIENT REVIEW	04-14-23

Attachments to the *Technical Specifications*, FMW Site Demolition and Excavation Project, EPW No. 23 EPW003, 5679 Horton Street, Emeryville, California, June 2023 – Draft, can be downloaded via the link below:

<https://ekiconsult.sharefile.com/d-sa951ae94c07643c4931a962df1735d9e>