

**CONTRACT DOCUMENTS  
FOR THE  
TRACK 787 CROSSING IMPROVEMENTS PROJECT**

**PORT OF REDWOOD CITY  
REDWOOD CITY, CALIFORNIA**

**PREPARED BY**

**JMA CIVIL, INC.**

**383 4<sup>TH</sup> STREET, SUITE 201  
OAKLAND, CA 94607**

**NOVEMBER 29, 2021**

**JMA PROJECT NUMBER: 21225**

**PORT OF REDWOOD CITY**

**NOVEMBER 2021**

**CONTRACT DOCUMENTS  
FOR THE  
TRACK 787 CROSSING IMPROVMENTS PROJECT**

**PORT OF REDWOOD CITY  
REDWOOD CITY, CALIFORNIA**

Engineer's Attest:

The following plans and details have been prepared under the supervision of the undersigned, who hereby certifies that the engineer is a Registered Engineer in the State of California.

Prepared by:  
JMA Civil, Inc.



Bill Ash, P.E.  
Senior Civil Engineer

11/29/2021  
DATE



Approved by:

PORT OF REDWOOD CITY



KRISTINE A. ZORTMAN  
Its: EXECUTIVE DIRECTOR

12/2/21  
DATE

**CITY OF REDWOOD CITY, CALIFORNIA**  
**NOTICE TO BIDDERS**

Notice is hereby given that the Port of Redwood City, California, will receive bids for furnishing all labor, materials, transportation and services for the project known as:

**Track 787 Crossing Improvements Project**  
**Port of Redwood City**

located at Redwood City, California, each bid to be in accordance with the plans, specifications and other contract documents now on file with the Port's Executive Director's Office at 675 Seaport Boulevard, Redwood City, California, where they may be examined and copies obtained. You may contact the Port Manager's office by telephone at (650) 306-4150. Plans, Specifications and Contract Documents are available online at [www.redwoodcityport.com](http://www.redwoodcityport.com).

- A.** General Scope of Work: The work consists of removing and disposing of approximately 187 linear feet of track including ties, excavation to a depth of 3 feet below existing ties, rebuilding the trackbed and constructing new track and curved concrete panels at grade crossing along the existing alignment. Work shall also include the placement of approximately 190 linear feet of perforated pipe underdrain.
- B.** Each bid shall be made out on a form to be obtained at the Office of the Port Executive Director, 675 Seaport Boulevard, Redwood City, California; shall be accompanied by a certified or cashier's check or bid bond for ten percent (10%) of the amount of the bid made payable to the order of the Port of Redwood City, California; shall be sealed and filed with the Port Executive Director at the Offices of the Port of Redwood City, California, on or before **January 18, 2022 at 10:00 AM**, and will be opened and publicly read aloud at or about **1:00 PM** of that day in the Office of the Port Executive Director, at 675 Seaport Boulevard, Redwood City, California; provided, however, that such public reading will be conducted via teleconference pursuant to Governor Newsom's Executive Order N-29-20. Teleconference details will be posted on [redwoodcityport.com](http://redwoodcityport.com) or provided via telephone 650-306-4150 no later than **January 14, 2022**.
- C.** In accordance with the provisions of California Public Contract Code Section 3300, the Port has determined that the Contractor shall possess a valid contractor license at the time that the contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of award.
- D.** Under California Laws and Regulations the Port shall inform all prime contractors of public works, to the extent feasible of relevant public work requirements. Therefore, the Port hereby advises all bidders that the successful bidder shall:

  - 1. Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;
  - 2. Provide worker's compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
  - 3. Keep and maintain the records of work performed on the public works project, as set forth in California Labor Code Section 1812; and
  - 4. Keep and maintain the records required under California Labor Code Section 1776 which shall be subject to inspection pursuant to California Labor Code

Section 1776 and California Administrative Code, Title 8, Group 3, Section 16400 (e); and

5. Be subject to other requirements imposed by law.

- E. Bidders are hereby notified that, pursuant to the provisions of California Labor Code, Sections 1770 et seq., the Port has obtained from the Director of the Department of Industrial Relations, the general prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays, and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of the per diem wage is on file in the Office of the Port Executive Director, Port of Redwood City, to which copy reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.
- F. The Port will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase is one of the elements to be considered by the contractor in determining contractor's bid and will not, under any circumstances, be considered as the basis of a claim against the Port on the contract.
- G. Bidders are hereby notified that if the contract will be entered into or financed by or with the assistance of agencies of the United States, the Port must comply with federal prevailing wage requirements.
- H. Notice is also hereby given that all bidders may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience before award is made to any particular bidder.
- I. The above mentioned check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded to the successful bidder, and will be declared forfeited if the successful bidder refuses to enter into said contract within ten days after the Notice of Award by the Port and a request to enter into a contract with the Port.
- J. The Contractor may substitute securities for the amounts retained by the Port to ensure performance of the contract in accordance with the provisions of Section 22300 of the Public Contract Code.
- K. The Port reserves the right to reject any or all bids or waive any informality in a bid.
- L. No bidder may withdraw Bidder's bid for a period of thirty (30) days after the bid opening.
- M. You should be aware that all contractors performing work on the **Track 787 Crossing Improvements Project**, for the Port of Redwood City are required to present evidence of Workers' Compensation and Employers' Liability Insurance coverages; a certificate of insurance and copies of the information or declaration page(s) for Broad Form Comprehensive General Liability or Commercial General Liability, and Business Automobile Liability Insurance policies as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum.
Employer's Liability	\$2,000,000 per accident for bodily injury or disease;
Commercial General Liability	\$2,000,000 per occurrence, \$4,000,000 aggregate for bodily injury, personal injury and property damage;

Automobile Liability \$2,000,000 per occurrence, (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder), as well as copies for said General Liability and Business Auto Liability Insurance Policies of an endorsement (1) naming the City of Redwood City, its Council, the Port of Redwood City, the Council of Redwood City, its Board and their respective officers, employees and agents as additional insureds; (2) providing for a standard cross-liability endorsement; (3) precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Port has received written notification from the insurance carrier of such cancellation or reduction; (4) stating that the insurance afforded thereby to the City of Redwood City, its Council, the Port of Redwood City, its Board, and their respective officers, employees and agents shall be primary insurance to the full limits of the policy, and that if Port or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only; and (5) providing a waiver of subrogation endorsement which right of subrogation Contractor hereby waives. The certificates of insurance and copies of information or declaration page(s) and of endorsements are to be reviewed and approved as to form by the Port Attorney before work commences.

- N. Any question pertaining to the plans, specifications, or any of the Contract Documents shall be submitted in writing, to the attention of the **Port's Deputy Director of Operations** on or before **2:00 PM, January 2, 2022**; if by mail, addressed to the Port of Redwood City, 675 Seaport Boulevard, Redwood City, California 94063; if by facsimile, at (650) 369-7636; or, if by email, addressed to [dfisch@redwoodcityport.com](mailto:dfisch@redwoodcityport.com).
- O. The successful bidder shall provide proof of a current business license issued by the City of Redwood City upon award of the Contract.
- P. **The project site is available to prospective bidders at any time.**
- Q. Contractor shall complete the work within **one hundred fifty (150) calendar days** from date of issuance of a Notice to Proceed or **one hundred eighty (180) calendar days** from the date of approval of the successful bid by the Board of Port Commissioners, whichever comes first.

Dated: \_\_\_\_\_

KRISTINE A. ZORTMAN  
Executive Director, Port of Redwood City

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## **SECTION 00100**

### **BIDDING REQUIREMENTS**

#### **1.01 SECURING DOCUMENTS**

- A.** The contract documents, including Bid Documents, Plans, Agreement, General Conditions and Special Conditions, and Technical Specifications are on file in the Office of the Port Executive Director, Port of Redwood City, 675 Seaport Boulevard, Redwood City, California and available online at [www.redwoodcityport.com](http://www.redwoodcityport.com).

#### **1.02 BID REQUIREMENTS**

- A.** In order to receive consideration, bids shall be prepared and submitted in conformance with the requirements and instructions:
  - 1.** Bidders shall carefully examine the site of the contemplated work and the contract documents therefore, including the bid documents, plans, General Conditions, Special Conditions, general requirements, technical specifications, and contract forms. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, and as to the character, quality and quantities of work to be performed, and materials to be furnished, and as to the requirements of these contract documents.
  - 2.** Specific data required in regard to the location of existing public utility companies' pipes, conduits and structures shall be obtained by the Contractor from the respective public utility companies.
  - 3.** Bids shall be prepared and submitted only on the forms supplied by the Port and shall be signed by the bidder. Contractors must complete all bid items, no incomplete bids will be accepted. If the unit price and the total amount named by the bidder for any item do not agree, the unit price shall govern.
  - 4.** If the bid is by an individual, Bidder's name and address shall be shown; if by a firm, the firm or partnership name shall be shown; or if by a corporation, the bid shall show the name and the State under the laws of which the corporation is chartered, and addresses of the President and of the Secretary and/or Treasurer. All bids shall be signed in long-hand and executed by a principal duly authorized to make contracts. Oral, telegraphic, or telephonic bids or modifications will not be considered.
  - 5.** Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered, unless called for. The completed form shall be without interlineations or alterations.
  - 6.** All bids shall be presented to the Executive Director of the Port under sealed cover, and plainly marked on the outside with the title of the work being bid and the name of the bidder. It is the sole responsibility of the bidder to insure that Bidder's bid is received by the Port Executive Director prior to the time specified for receipt of bids. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

#### **1.03 BIDDER'S GUARANTY**

- A.** Each bid must be accompanied by cashier's check, or check certified by a responsible bank, or by a bid bond, in a sum not less than 10% of the total amount of the bid, payable to the Port of Redwood City as liquidated damages in the case that the bidder is awarded the contract and fails, within ten (10) calendar days, including Saturdays, Sundays, and legal holidays after date of mailing of the Notice of Award of the Contract and that the contract is ready for signature, to execute the

above mentioned written contract and file with the Port Executive Director satisfactory insurance certificates as required by the contract documents and satisfactory bonds as required by law for the faithful performance of said contract and for the protection of materialmen and laborers. Special reference is hereby made to Section 20483 of the Public Contract Code of the State of California.

#### **1.04 BID QUANTITIES**

- A.** Quantities specified in these documents and entered on the Bid Schedule are estimated only. The Port does not, expressly nor by implication, agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the quantity of any class or portion of the work, or to omit such portions of the work as may be deemed necessary or expedient by the Engineer as further provided in the General Conditions.

#### **1.05 CONTRACTOR'S LICENSE**

- A.** Prior to submitting bids, bidders shall be licensed as contractors under the laws of the State of California to perform the type and class of work contemplated by the Contract Documents.
- B.** Subcontractors of bidding general contractors shall be licensed under the laws of the State of California to perform the type and class of work contemplated by the Contract Documents.

#### **1.06 WITHDRAWAL OF BID**

- A.** Any bid may be withdrawn by the bidder prior to, but not after, the time fixed for the opening of bids, either personally or by telegraphic or written request. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid. No bid may be withdrawn for a period of thirty (30) calendar days after the bid opening. Any withdrawal after that time shall be in writing and shall not be effective until received by Port.

#### **1.07 INTERPRETATION OF DOCUMENTS AND PLANS**

- A.** If any person contemplating submitting a bid for the proposed contract is in doubt as the true meaning of any part of the plans, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, the prospective Bidder may submit to the Engineer a written request for an interpretation or corrections thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or corrections of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to all persons known by Port to have received a set of contract documents. Neither the Port nor the Engineer will be responsible for any other explanations or interpretations of the proposed contract documents.

#### **1.08 ADDENDA**

- A.** The contract documents are subject to revision prior to the time fixed for opening bids by submitting the revision, in writing, to all persons who are known by Port to have secured such documents for purposes of submitting bids. All addenda issued shall become an integral part of the contract documents and shall be included in any bid submitted.

#### **1.09 OPENING OF BIDS**

- A.** Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidder.



### **1.10 AWARD OF CONTRACT OR REJECTION OF BIDS**

- A.** The Contract, if it be awarded, will be awarded to the lowest responsible bidder complying with these instructions, and with the Notice to Bidders.
- B.** Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The Port reserves the right to waive any irregularities in the bids as received.
- C.** The Port reserves the right to reject any or all bids. More than one bid from an individual, firm or partnership, corporation or association, under the same or different name, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one bid for work contemplated, will cause the rejection of all bids in which said bidder is interested. Bids in which prices are obviously unbalanced may be rejected by the Board of Port Commissioners.

### **1.11 COMPETENCY OF BIDDERS**

- A.** Bidders may be required to furnish evidence of financial competency, organizational ability and experience to enable the bidder to undertake and successfully complete the work to be performed.

### **1.12 BONDS AND INSURANCE**

- A.** Bidder's attention is directed to the provisions of the contract documents relating to the requirements of contract bonds. The successful bidder, simultaneously with execution of the Agreement, will be required to furnish a faithful performance bond in an amount equal to at least one hundred percent (100%) of the contract price, and a labor and material bond in an amount equal to at least one hundred percent (100%) of the contract price; both said bonds to be secured from a corporate surety satisfactory to the Port of Redwood City.
- B.** Bidder shall submit with their bonds, evidence satisfactory to the Engineer, that the corporate surety is an admitted surety in the State of California, and that their bond rating A.M. Best is "A" or better.
- C.** The company issuing liability insurance must be admitted in the State of California and be rated by Standard and Poor's, or A.M. Best as "A" or better.
- D.** Bidder's attention is further directed to the provisions relating to the Contractor's insurance requirements, and the prescribed form of Bidder's Bond, Agreement, Contract Bonds and insurance documentation.

### **1.13 CONTRACT PROGRESS SCHEDULE**

- A.** Bidder's attention is directed to the provisions of the contract documents relating to the requirement for the submission of a contract progress schedule within five (5) calendar days after date of Notice to Proceed.

### **1.14 LEGAL RELATIONS AND RESPONSIBILITIES**

- A.** Bidder's attention is specifically directed to the provisions of Parts 1-7 of the General Conditions concerning laws to be observed, hours of labor, minimum wages, employment of labor, safety codes, patents, taxes, and other matters of concern to the bidder.

### **1.15 SUBCONTRACTORS**

- A.** Pursuant to the requirements of the Government Code of the State of California, Section 4102, each bidder must state in Bidder's bid the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code

of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total. This statement shall include the nature of the work to be performed by the named subcontractor.

**1.16 RETURN OF BIDDER'S GUARANTEES**

- A. Within Twenty (20) calendar days after the award of the Contract, the Port will return the bid guarantees accompanying the bids of the unsuccessful bidders. All other bid guarantees will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompanied.

\* \* \*

**SECTION 00110**  
**PROPOSAL FORMS**  
**FOR THE**  
**TRACK 787 CROSSING IMPROVEMENTS PROJECT**

To the Board of Port Commissioners  
Port of Redwood City  
675 Seaport, Boulevard  
Redwood City, California

Dear Commission Members:

The undersigned, as a bidder ("Bidder") declares that Bidder has carefully examined the location of the proposed work, the annexed proposed form of Agreement, the Plans, the General Conditions, the Special Conditions and the Technical Specifications, and Bidder proposes and agrees that, if this proposal is accepted, Bidder will contract with the Port of Redwood City to provide all necessary machinery, tools, apparatus, and other means of construction, to do all the work and furnish all the materials specified in the contract in the manner and time therein set forth required to complete the **Track 787 Crossing Improvements** Project.

Construction shall be in strict conformity with the Plans and Specifications prepared therefor by the Engineer, copies of which are on file in the office of the Port Executive Director, which Plans and Specifications are hereby made a part thereof.

The Bidder proposes and agrees to contract with said Port of Redwood City to furnish and perform all of the above described work, including subsidiary obligations as defined in said specifications for the following prices, to wit:

In accordance with the provisions of Section 6707 of the California Labor Code, whenever the Port issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet deep or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing or equipment method, for the protection of life or limb, which shall conform to applicable safety orders.

Bidder shall compute the item cost by multiplying the estimated quantity by the unit price and shall enter the resulting figures in the "Item Cost" column to the nearest cent. In the event of any discrepancy between the Item Cost as computed by bidder and the result of

multiplying the estimated quantity by the unit price, the result of multiplying the estimated quantity by the unit price shall control.

It is understood by bidder that the quantities stated below are estimated quantities and are to be used as a basis for comparing bids only.

Item No.	EST. Qty.	Unit	Description of Item	Unit Price	Item Cost
1.	1	LS	<p><b>Mobilization/Demobilization</b></p> <p>Including traffic control, staking, utility locates, and all other associated items as indicated on the plans and specifications.</p>	_____	_____
2.	1	LS	<p><b>Site Clearing and Demolition</b></p> <p>Including clearing and grubbing, demolition of existing track, sawcutting, and all other associated items as indicated on the plans and specifications.</p> <p>Demolished material becomes the Contractor's property, remove from site.</p>	_____	_____
3.	1	LS	<p><b>Drainage and Utilities</b></p> <p>Including storm drainage, track underdrains, cleanouts, fittings and all other associated items as indicated on the plans and specifications.</p>	_____	_____
4.	1	LS	<p><b>Asphalt Pavement</b></p> <p>At grade crossing transition including all associated items as indicated on the plans and specifications.</p>	_____	_____
5.	340	CY	<p><b>Earthwork and Grading</b></p> <p>Including cut, fill, dewatering, off-haul, disposal, erosion control, subballast and all other associated items as indicated on the plans and specifications. <b>Bid as clean export.</b></p>	_____	_____
6.	187	TF	<p><b>Trackwork</b></p> <p>Including 115# Min. RE welded rail, plates, ties, gauge bars, other track materials, ballast and all other associated items as indicated on the plans and specifications.</p>	_____	_____

7.	187	TF	<b>Track Roadbed</b> Including geotextile fabric, geogrid, angular rock and compaction.		
8.	171	TF	<b>Concrete At-Grade Crossings</b> Including all associated items as indicated on the plans and specifications.		

TOTAL BID AMOUNT IN NUMBERS \$ \_\_\_\_\_

TOTAL BID AMOUNT IN WORDS:  
\_\_\_\_\_

ALTERNATE BID ITEM:

Item No.	EST. Qty.	Unit	Description of Item	Unit Price	Item Cost
9.	1	CY	<b>Contaminated Soil Disposal</b> Including all elements of Earthwork and Grading above with the additional cost for disposal of contaminated soils. Assume Diesel and Motor Oil organics.		

NOTES:

1. CONTRACTOR SHALL PERFORM ALL WORK FROM 8:00 AM TO 5:00 PM MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, UNLESS OTHERWISE SPECIFIED FOR OFF-PEAK HOURS.

**SPECIAL INSTRUCTIONS TO BIDDERS**

Bidders must satisfy themselves by personal examination of the location of the proposed work, and by such other measures as they may prefer, as to the actual conditions and requirements of the work, and shall not, after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

## LIST OF SUB-CONTRACTORS

As required under the provisions of Section 4104 et seq of the California Public Contract Code, any person making a bid or offer to perform the work, shall in Bidder's bid or offer, set forth: (a) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid; (b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as defined by the prime contractor in his or her bid.

As required under the provisions of Section 4104 et seq of the California Public Contract Code, the following sets forth the Sub-Contractors we propose to engage on the following items of work.

Any item of work which does not set forth a designated Sub-Contractor will be done by the Prime Contractor.

Name & Address	Type of Work
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	

\_\_\_\_\_  
(Prime Contractor)

Signed by: \_\_\_\_\_

Title : \_\_\_\_\_

It is understood and agreed that the undersigned shall complete all work no later than **July 31, 2022**.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds and proof of insurance within **ten (10)** calendar days, including Saturdays, Sundays, and legal holidays of the date of mailing of the Notice of Award of the Contract.

The undersigned has examined the location of the proposed work and is familiar with the plans, the Special Conditions, and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all of the above figures and understands that the Port will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned hereby certifies that this bid is genuine, and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for the undersigned an advantage over any other bidder.

Enclosed find bidder's bond, certified check, or cashier's check in the amount of ten (10%) percent of the bid for the **Track 787 Crossing Improvements Project** (\$ \_\_\_\_\_) to guarantee execution of contract and furnishing of the necessary bonds as above provided, if awarded the contract.

**Contractor acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_.**

**Contractor:** \_\_\_\_\_

**Signed by :** \_\_\_\_\_

**Title :** \_\_\_\_\_

**Address :** \_\_\_\_\_

**Telephone :** \_\_\_\_\_

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022**

**License No. \_\_\_\_\_ Class(es) \_\_\_\_\_**

NOTE: Bidders must be licensed contractors under the laws of the State of California, and must give license number and class(es).



**"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

State of California                    )  
  )ss  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that bidder is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted bidder's bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature

## **BIDDER CERTIFICATIONS**

### **Track 787 Crossing Improvements Project at the Port of Redwood City**

#### **1.01 GENERAL**

- A.** The undersigned Bidder certifies to the Port of Redwood City, as set forth in sections 1 through 5 below.

1. Certificate of Non-Discrimination

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. State of Convictions

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. Previous Disqualifications

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

4. Certification of Workers Compensation Insurance

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

5. Certification of Prevailing Wage Rates and Records

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices of the Labor Code. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing Work under this Contract.

**2.01 INSURANCE AND BOND VERIFICATION**

A. The undersigned Bidder Certifies that bidder has the following insurance coverage:

Workers' Compensation:

Carrier:

---

Address:

---

Phone and Fax:

---

Policy Number:

---

General Liability:

Carrier:

---

Address:

---

Phone and Fax:

---

Policy Number:

---

Policy Limits:

\$ \_\_\_\_\_

A.M. Best Rating:

---

Automotive Liability:

Carrier:

---

Address:

---

Phone and Fax:

---

Policy Number:

---

Policy Limits:

\$ \_\_\_\_\_

A.M. Best Rating:

\_\_\_\_\_

All-risk Course of Construction:

Carrier:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone and Fax:

\_\_\_\_\_

Policy Number:

\_\_\_\_\_

Policy Limits:

\$ \_\_\_\_\_

A.M. Best Rating:

\_\_\_\_\_

Excess Liability (if applicable):

Carrier:

\_\_\_\_\_

Address:

---

Phone and Fax:

---

Policy Number:

---

Policy Limits:

\$ 

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A.M. Best Rating:

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**B. Additional endorsements to insurance are required for the following coverages:**

1. Additional Insured:

It is hereby understood and agreed that Additional Insured for General Liability and Business Auto Liability Coverage shall include: The City of Redwood City, the Port of Redwood City, the Council of Redwood City, the Board of Port Commissioners, and their respective officers, agents, and employees are named as additional insureds as respects to work done by Named Insured.

2. Cross Liability/Severability of Interest:

Providing for a standard cross-liability endorsement.

3. Notice of Cancellation for General Liability and Auto Liability:

Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Port has received written notification from the insurance carrier of such cancellation or reduction.

4. Primary Coverage

With respect to claims arising out of the operations of the Name Insured, stating that the insurance afforded thereby to the City of Redwood City, The Port of Redwood City, the Council of Redwood City, the Board of Port Commissioners, and their respective officers, agents, and employees shall be primary insurance to the full limits of the policy, and stating that if Port or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. The certificates of insurance and copies of information or declaration page(s) and of endorsements are to be reviewed and approved as to form by the Port Attorney before work commences.

5. Waiver of Subrogation:

Providing a waiver of subrogation endorsement which right of subrogation Contractor hereby waives.

C. The name of the Bidder's Bonding Company is as follows:

Carrier/Surety:

---

Address:

---

Phone and Fax:

---

A.M. Best Rating:

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**3.01 RELEVANT EXPERIENCE**

- A. List Bidder's comparable projects completed by Bidder in the last three years, with Owner contact information. (Attach separate sheets if necessary).

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- B.** List any projects where Bidder has been default terminated by an Owner or has been involved in arbitration/litigation with an Owner on a construction project. Provide Owner contact information:

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**4.01 SAFETY & EXPERIENCE RECORD**

**A.** The following statements as to safety and experience of Bidder are submitted, and Bidder guarantees the truthfulness and accuracy of the information:

1. Safety:

a. List Bidder's Interstate Experience Modification Rate for the last three years.

2018 \_\_\_\_\_

2019 \_\_\_\_\_

2020 \_\_\_\_\_

b. Use Bidder's last year's Cal/OSHA 200 log to fill in the following:

Number of lost workday cases \_\_\_\_\_

Number of medical treatment cases \_\_\_\_\_

Number of fatalities \_\_\_\_\_

c. Employee hours worked last year \_\_\_\_\_

d. State the name of Bidder's safety engineer/manager or Site Safety Officer:

\_\_\_\_\_

**5.01 CONTRACTOR EXPLANATION OR NOTES ON ANY OF THE ABOVE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.01 BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES CITY AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

BIDDER: \_\_\_\_\_

(COMPANY NAME)

BY: \_\_\_\_\_

SIGNATURE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SECTION 00200

### AGREEMENT

THE CITY OF REDWOOD CITY, acting by and through its Board of Port Commissioners, hereinafter referred to as "Port", and \_\_\_\_\_ hereinafter referred to as "Contractor", for the consideration hereinafter stated, hereby agree as follows:

1. Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, equipment, materials, and tools to perform, within **one hundred fifty (180) calendar days** after the issuance of a **NOTICE TO PROCEED**, or **one hundred twenty (150)** calendar days from the date of approval of the successful bid by the Board of Port Commissioners, whichever comes first, for the following work:

#### TRACK 787 CROSSING IMPROVEMENTS PROJECT

in strict accordance with the Contract Documents, including Bid Documents, Plans, General Conditions, Special Conditions, and Technical Specifications pertaining thereto and signed by Bill Ash, P.E., Engineer, which Plans, Contract Documents and Specifications pertaining are incorporated herein and made a part of this Agreement as if herein fully set forth.

2. Port shall pay to Contractor, as full consideration for the faithful performance by Contractor of the aforementioned work, the amount of \_\_\_\_\_ and No/100 dollars (\$ \_\_\_\_\_) computed in accordance with Contractor's accepted Proposal dated \_\_\_\_\_ which accepted Proposal is incorporated herein by reference thereto as if herein fully set forth.
3. All of the work to be done shall be done under the direction and supervision of, and to the approval of, Port or its authorized representative, and the work shall be done in the best workmanlike manner, conforming strictly to the provisions of the specifications and plans made thereof.
4. (a) Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Contractor shall, as a penalty to Port, forfeit Twenty five and No/100 Dollars (\$25.00) for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.  
  
(b) Pursuant to the provision of California Labor Code, Sections 1770 et seq. Contractor and any subcontractor under him/her shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the Port Executive Director, which copies shall be made

available to any interested party on request. Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

- (c) As required by Section 1773.8 of the California Labor Code, Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.
- (e) Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to Port, forfeit no more than two hundred and No/100 Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract.
- (f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, 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 employees employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the Port, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Port, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

Contractor and each subcontractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection and copies furnished upon request to the public or Port, the Division of Apprenticeship Standards, or the Division of Labor

Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. Contractor shall inform Port of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. In the event of noncompliance with the requirements of Paragraph 4(f), Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with said paragraph. Should non-compliance still be evident after the 10-day period, Contractor shall, as a penalty to the State or Port, forfeit Twenty-five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with Contractor.

- (g) Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Contract rests with Contractor. Pursuant to California Labor Code Section 1777.7, in the event Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, Contractor shall be denied the right to bid on any public works contract for one year from the date noncompliance is determined and be assessed civil penalties.
- (h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Contractor is required to secure the payment of compensation to Contractor's employees and for that purpose obtain and keep in effect adequate Worker's Compensation insurance. If Contractor, in the sole discretion of Port satisfies Port of the responsibility and capacity under the applicable Workers' Compensation laws, if any, to act as self-insurer, Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such provisions before commencing the performance of the work of this Contract.

Before the Agreement between Port and Contractor is entered into, Contractor shall submit written evidence that it and any subcontractors have obtained for the period of the Contract full Workers' Compensation insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this Agreement certifies to Port as true the following statement:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

- (i) In accordance with the provisions of Section 1727 of the California Labor Code, Port, before making payment to Contractor of money due under a contract for public works, shall withhold and retain there from all amounts which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Law Enforcement or by Port.

- 5. It is hereby agreed by the parties to the Agreement that in case all work called for under the Agreement is not finished or completed on or before the time set forth in this Agreement, damage will be sustained by Port, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Port will sustain in event of and by reason of such delay; it is therefore agreed Contractor will pay to Port the sum calculated at the rate of **five hundred and No/100 dollars (\$500.00)** per day as liquidated damages for each and every calendar day's delay in finishing the work in excess of the number of days prescribed, and Contractor agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that Port may deduct the amount thereof from any monies due or that may become due under this Agreement. Time is of the essence.

It is further agreed that in case the work called for under this Agreement is not completed in all of its parts and requirements within the number of calendar days specified, Port shall have the right to increase the number of calendar days or not, as may seem best to serve the interest of Port; and if it is decided to increase the said number of calendar days, Port shall further have the right to charge to Contractor, and deduct from the final payment for the work, all or any part, as Port may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses of Port which are directly chargeable to this Agreement, except that the cost of final surveys and the preparation of the final estimate shall not be included in such charges to be paid by Contractor.

- 6. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the final completion of the work under

this Agreement and acceptance thereof by Port's Commission, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the Engineer, rendered necessary as a result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from Port, and without expense to Port, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, Port may perform the work necessary to effectuate such correction and recover the cost thereof from Contractor or Contractor's sureties.

Any and all other special guarantees which may be applicable to definite parts of the work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

7. Contractor hereby agrees to indemnify and save harmless the Port, its Board, the City, its Council and their respective officers, agents and employees of and from any and all claims, suits or actions of every name, kind and description which may be brought against the Port, its Board, the City, its Council, and their respective officers, agents, or employees; by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation, caused by, or alleged to have been caused by, any act or omission to act, negligent or otherwise, of Contractor, its officers, agents or employees in the performance of any work required of Contractor by this Agreement.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify the Port, its Board, the City, its Council and their respective officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

8. Contractor, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement Workers' Compensation, employer's liability, commercial general liability, and owned, non-owned and hired automobile liability insurance coverage relating to Contractor's Work to be performed hereunder covering Port's risks in form subject to the approval of the Port Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum.
Employer's Liability	\$2,000,000 per accident for bodily injury or disease.
Commercial General Liability	\$2,000,000 per occurrence, \$4,000,000 aggregate for bodily injury, personal injury and property damage.
Automobile Liability	\$2,000,000 per occurrence, (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder).

Any deductibles or self-insured retentions must be declared to, and approved by Port. At the option of Port either Contractor's insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to the Port, its Board, the City, its Council, and their respective officers, agents and employees or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Port shall have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;
  - (b) Providing that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);
  - (c) Naming the Port, its Board, the City, its Council, and their respective officers, agents and employees as additional insureds; and
  - (d) Providing that Contractor's insurance shall be primary insurance relating to Contractor's work hereunder with respect to the Port, its Board, the City, its Council, and their respective officers, agents and employees and further providing that any insurance or self-insurance maintained by the Port for itself, its Board, the City, its Council, officers, agents and employees shall not be excess of Contractor's insurance and shall not be contributory with it.
  - (e) Providing a waiver of subrogation endorsement which right of subrogation Contractor hereby waives.
9. Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of bid, which bond shall be conditioned upon the faithful performance of all work required to be performed by Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. Acceptance of the bond by the Port is subject to the review and approval of the bond by the Port Attorney's office.



10. In addition to the bond required under Paragraph 9 hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of bid, which bond shall conform strictly with the provisions of Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. Acceptance of the bond by the Port is subject to the review and approval of the bond by the Port Attorney's office.
11. Pursuant to California Public Contract Code Section 7100, the acceptance by Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to Port, and their duly authorized agents, from all claim of and/or liability to Contractor arising by virtue of the Contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by Contractor from the operation of the release.
12. If the Port fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor on a construction contract, Port shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
13. Any payment request made by Contractor which is determined not to be a proper payment request suitable for payment by the Port shall be returned to Contractor as soon as practicable, but not later than seven days, after receipt. A request returned to Contractor by the Port shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper. The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth above.
14. The retention proceeds withheld from any payment by Port from the original contractor shall be five (5) percent. Under no circumstances shall any provision of section 7201 of the Public Contract Code be construed to limit the ability of Port to withhold 150 percent of the value of any disputed amount of work from the final payment, as provided for in subdivision © of Section 7107 of the Public Contract Code. In the event of a good faith dispute, nothing in this section shall be construed to require Port to pay for work that is not approved or accepted in accordance with the proper plans or specifications.
15. The retention proceeds withheld by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder shall not exceed 5 percent of the payment. The Contractor may substitute securities for the amounts retained by the Port to ensure performance of the Contract in accordance with the provisions of Section 22300 of the Public Contract Code.
16. The representations made herein, including the bidder's licensing information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any bid not containing said licensing information, or containing any information which is subsequently proven false, shall be considered non-responsive, and shall be rejected by Port.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF REDWOOD CITY, a municipal  
corporation, acting by and through its  
BOARD OF PORT COMMISSIONERS**

By \_\_\_\_\_  
**Kristine A. Zortman, Executive Director**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board**

**CONTRACTOR**

By \_\_\_\_\_

\_\_\_\_\_  
**(Title)**

## SECTION 00201

### FAITHFUL PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** that, WHEREAS, the Port of Redwood City ("Port"), San Mateo County, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a Contract, the terms and provisions of which Contract are incorporated herein by reference, for constructing the following project:

#### TRACK 787 CROSSING IMPROVEMENTS PROJECT

and

**WHEREAS**, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

**NOW, THEREFORE**, we, the Principal, and \_\_\_\_\_, as surety, are held and firmly bound unto Port, San Mateo County, California, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being one hundred percent (100%) of the Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Port, its Board, the City, its Council, and all officers, agents and employees as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Port from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship, in the prosecution of the work done, the above obligation shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event Port, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said Port, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

**IN WITNESS THEREOF**, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_ 2022 the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**ATTEST:**

**Principal**

(SEAL)

By \_\_\_\_\_ (s)

(Witness as to Principal)

(Address)

(Address)

**Surety**

**ATTEST:**

**Witness to Surety**

**Attorney-in-Fact**

(Address)

If **CONTRACTOR** is partnership, all partners must execute **BOND**.

**SECTION 00202**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

as Principal, and, \_\_\_\_\_ organized and existing under the laws of the State of California and authorized to execute bonds and undertaking as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 3181 whose claim has not been paid by the Contractor, company or corporation in the aggregate total of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (being 100% of the Contract amount) for the payment whereof, well and truly to be made, said Principal and Surety bond themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH** that, whereas the above with the Port of Redwood City ("Port") to do the following work, to-wit:

**TRACK 787 CROSSING IMPROVEMENTS PROJECT**

**NOW, THEREFORE**, if the above-bounden Principal or Principal's subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or its subcontractor pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, the surety will pay for the same, in the amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of the Legislature of the State of California as designated in Civil Code Sections 3247-3252, inclusive, and all amendments thereto.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**ATTEST:**

**Principal**

**(SEAL)**

By \_\_\_\_\_ (s)

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(Witness as to Principal)

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(Address)

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(Address)

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Surety

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**ATTEST:**

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Witness to Surety

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Attorney-in-Fact

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(Address)

If **CONTRACTOR** is partnership, all partners must execute **BOND**.

**DOCUMENT 00205**  
**IRAN CONTRACTING ACT CERTIFICATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
**PUBLIC CONTRACT CODE §2200 ET SEQ.**

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

**SECTION 00210**  
**GENERAL CONDITIONS**

**1.00 DEFINITIONS**

**DEFINITION OF TERMS**

Whenever in these documents consisting of these General Conditions, and Special Conditions and the Technical Specifications, or in any other documents or instruments where these General Conditions govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**ACCEPTANCE** – The formal acceptance by the Port Commission of the entire work contracted for which has been completed in all respects in accordance with Plans, Specifications, and Contract Documents and any modifications thereof previously approved.

**ADVERTISEMENT** – The published notice inviting sealed proposals for the construction of the work contemplated.

**BIDDER** – Any individual, firm, co-partnership or corporation submitting a proposal for the work contemplated, acting directly or through duly authorized agents or representative.

**CITY** – The City of Redwood City, a charter city located in the County of San Mateo, State of California.

**COMMISSION or BOARD OF PORT COMMISSIONERS** – The Board of Port Commissioners of the Port of Redwood City.

**CONTRACT** – The written agreement in the prescribed form covering the performance of the work and the furnishing of labor and materials in the construction of the work. The Contract shall include the written agreement, notice inviting sealed proposals, instruction and information to bidders, accepted proposal, faithful performance bond, labor and material bond, the General Conditions, Special Conditions, General Requirements, Technical Specifications, the complete plans, profiles and detailed drawings, all addenda and any and all change orders amending or deleting the work contemplated, which may be required to complete the work in a substantial and acceptable manner.

**CONTRACT DOCUMENTS** – The Contract together with all supporting documents required to adequately and completely describe the Project and provide for the work.

**CONTRACTOR** – The person, or persons, co-partnership, or corporation who have been awarded the contract and who have entered into a contract with the City to perform the work provided for in the Contract Documents. The word “Contractor”, although used herein as terming an individual, shall be taken to mean the Contractor, Contractor’s agents, employees and officials.

**DESIGNER** – The “Designer” is the engineer or architect and Designer’s consultants, firm or individual who designed the project.

**ENGINEER** –The term “Engineer” refers to the consultant retained by the Port.



**NOTICE TO PROCEED** – The notice by which the Port Commission directs the successful bidder as Contractor to proceed with the work. The date of said notice commences the running of the Time for Completion.

**PLANS** – The official plans, profiles, typical cross sections, general cross sections, working drawings, standard detail drawings and supplementary drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions, and details of the work to be done, and which are to be considered as a part of the Contract, supplementary to these Specifications.

**PORT** – The Port of Redwood City, County of San Mateo, State of California.

**PROPOSAL** – The offer of the bidder for the work prepared and submitted on the prescribed proposal form, properly signed and guaranteed.

**PROPOSAL FORM** – The prescribed form on which the Port requires formal bids be prepared and submitted for the work.

**PROPOSAL GUARANTY** – The check or bidder's bond accompanying the proposal submitted by the bidders, as a guaranty that the bidder will enter into a contract with the Port for the construction of the work, if it is awarded to said bidder.

**SPECIFICATIONS** – The directions, provisions, and requirements contained in these General Conditions and any Special Conditions and such Technical Specifications as may be necessary, pertaining to either the materials and/or the work to be furnished under the Contract.

**THE WORK** – All of the work called for in the proposal and the Contract as specified herein or shown, noted, or called for on the detail drawings.

#### **DEFINITION OF WORDS**

Whenever in these documents the following words or pronouns in place of them are used, they shall be understood to mean as follows:

- A. The words **directed**, **required**, **permitted**, **ordered**, **designated**, or words of the like import, shall be understood to mean the direction, requirement, permission, order, or designation of the Engineer.
- B. The words **approved**, **acceptable**, or **satisfactory**, shall be understood to mean approved by, acceptable to, or satisfactory to the Engineer.
- C. The words shown, **indicated**, **noted**, or **called for**, shall be understood to mean shown, indicated, noted, or called for on the drawings for the work referred to.
- D. The word **equal** shall be understood to mean equal in the opinion of and approved in writing by the Engineer.

#### **STANDARD SPECIFICATIONS AND PLANS**

- A. Whenever in these documents reference is made to the provisions or requirements of the "Standard Specifications or Standard Plans", the reference shall be understood to refer to the latest issue of the Standard Specifications and Plans, State of California Business and Transportation Agency, Department of Transportation, available as the date of the Advertisement for Bids.

## **OTHER STANDARDS**

- A.** Whenever in these documents reference is made to the standard methods or specifications of national organizations or societies by basic name or designation, the reference shall be understood to refer to the latest issue thereof including all amendments available as of the date of Advertisement for Bids. Acronyms commonly used herein represent the following organizations:

ASTM	The American Society for Testing and Materials
ANSI	American National Standard Institute
AWWA	American Water Works Association

## **2.00 PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2.01 OBTAINING TENDER DOCUMENTS**

- A.** Contract documents including the plans, specifications and detail drawings are on file in the office of the Engineer and copies may be obtained at the office of the Port Executive Director located at 675 Seaport Boulevard, Redwood City, California, or online at [www.redwoodcityport.com](http://www.redwoodcityport.com).

### **2.02 APPROXIMATE ESTIMATE**

- A.** Quantities of work or materials called for in the Contract Documents and entered on the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The Port does not, expressly nor by implication, agree that the actual amount of the work will correspond therewith, but reserves the right to increase or decrease the quantity of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or expedient by the Engineer.

### **2.03 EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS**

- A.** Bidders shall carefully examine the site of the work contemplated and the proposal, documents, plans, specifications and contract forms therefor. It will be assumed that each bidder has investigated and is satisfied as to the conditions to be encountered, and the character, quality and quantities of the work to be performed and materials to be furnished, and as to the requirements of the Contract Documents. The Contractor shall perform no portion of the work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the work.
- B.** It is mutually agreed that the submission of a proposal for the work shall be considered as prima facie evidence that the bidder has made such investigation.

### **2.04 PREPARATION OF PROPOSALS**

- A.** In order to receive consideration, proposals (bids) shall be prepared and submitted in accordance with the following Instructions:
1. Proposals shall be prepared upon the forms supplied with the Contract Documents.
  2. Proposals shall indicate price bid in figures. If the total amount stated by the bidder for any item does not agree with the extension of the unit price indicated, the extension of the unit price shall govern.
  3. Proposals shall be signed by the bidder. If the proposal is made by an individual, his/her name and address shall be shown; if made by a firm, the firm or partnership name and address shall be shown; if made by a

corporation, the corporate name and the State under the laws of which the corporation is chartered shall be shown, together with the names and addresses of the President and Secretary and/or Treasurer thereof. Proposals shall be signed in longhand and executed by a principal duly authorized to make contracts.

4. Oral, telegraphic or telephonic proposals or modifications will not be considered. Proposals shall not contain any modification of the work called for and the proposal form shall be completed without interlineations or alterations.
5. Bidders are required to be contractors licensed under the laws and regulations of the State of California for the type of work contemplated by the Contract Documents.
6. Pursuant to the requirements of the State of California Government Code Section 4104, bidders shall state in their proposals the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid . The statement shall include the nature of the work or service to be performed.
7. Bidders shall submit such evidence of financial competency, organizational ability and experience to enable successful completion of the work as may be required by the proposal documents.
8. Proposals shall be presented to the Port Executive Director under sealed cover, and plainly marked on the outside with the title of work being bid and the name of the bidder. It is the sole responsibility of the bidder to assure that Bidder's bid is received at the proper time. Proposals submitted after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

## **2.05 PROPOSAL GUARANTY**

- A.** Proposals shall be accompanied by a cashier's check or a check certified by a responsible bank, or by a bid bond, in the sum of not less than ten (10) percent of the total amount bid, payable to the Port of Redwood City as liquidated damages in the case that the bidder is awarded the contract and fails, within Ten (10) calendar days including Saturdays, Sundays, and legal holidays after the date of mailing of Notice of Award to the successful bidder informing the successful bidder that the contract is ready for signature, to execute the said written contract and file with the Port Executive Director insurance certificates and bonds as required by law in the form contained in these Contract Documents for the faithful performance of said contract and for the protection of material, men and laborers.
- B.** Special reference is hereby made to Section 5100, et. Seq., of the Public Contract Code of the State of California, and to the forms of said required bonds, certificates and documents all as contained in the Contract Documents.

- C. Within twenty (20) calendar days after award of the contract, if the contract be awarded, the Port will return the proposal guaranties accompanying the proposals of the unsuccessful bidders. All other proposal guaranties will be held until the contract has been finally executed, after which such guaranties will be returned to the respective bidders whose proposal they accompanied.

## **2.06 WITHDRAWAL OF PROPOSALS**

- A. Proposals may be withdrawn by the person making same at any time prior to, but not after, the time fixed for the opening of bids, either personally or by written request.
- B. Withdrawal of a proposal shall not prejudice the right of the bidder to submit a new proposal.
- C. After the bids have been opened, no proposal may be withdrawn for a period of thirty (30) calendar days. Any withdrawal after expiration of that period shall be in writing and shall not be effective until received by the Port Executive Director.

## **2.07 INTERPRETATION OF PLANS AND DOCUMENTS**

- A. Any person contemplating making a proposal for the work who is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or who finds discrepancies in, or omissions from the drawings or specifications, may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the plans or documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to all persons known by the Engineer to have received a set of such documents.
- B. Neither the Port nor the Engineer will be responsible for any explanations or interpretations of the plans, specifications and other contract documents not made by means of an addendum.

## **2.08 ADDENDA**

- A. The Contract Documents are subject to revision prior to the time fixed for opening bids by submitting the revision, in writing, to all persons who are known by the Engineer to have secured such documents for purposes of submitting bids.
- B. Addenda shall become an integral part of the contract and shall be reflected in the bidder's proposal. Any bidder who does not withdraw Bidder's bid upon receipt of such addenda shall be bound by same.

## **2.09 OPENING OF PROPOSALS**

- A. Proposals will be opened by Port Executive Director at, or shortly after, the time indicated in the Notice to Bidders and will thereafter refer to the Engineer for report and recommendation; provided, however, that such public reading will be conducted via teleconference pursuant to Governor Newsom's Executive Order N-29-20. Teleconference details will be posted on [redwoodcityport.com](http://redwoodcityport.com) or provided via telephone 650-306-4150 no later than **January 14, 2022**.

## **2.10 REJECTION OF PROPOSALS**

- A. Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The Port reserves the right to waive any irregularities in the bids as received.
- B. The Port reserves the right to reject any or all proposals.

- C. More than one proposal from an individual, firm or partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one proposal for the work contemplated, will cause the rejection of all proposals in which said bidder is interested.
- D. Proposals in which prices are obviously unbalanced may be rejected by the Port Commission.

### **3.00 AWARD AND EXECUTION OF CONTRACT**

#### **AWARD OF CONTRACT**

- A. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all of the prescribed requirements and the Notice to Bidders, subject to the provisions of the Charter of the City of Redwood City and of Article VII commencing at Section 2.63 of Chapter 2, of the City Code, provided Bidder's bid is reasonable, and it is in the interest of the Port to accept it.

#### **EXECUTION OF CONTRACT**

- A. The Contract shall be deemed executed when the agreement form incorporated in these Contract Documents is executed by the successful bidder and returned to the Port together with necessary contract bonds, insurance information or declaration pages, endorsements and certificates within Ten (10) calendar days, including Saturdays, Sundays, and legal holidays, after the date of mailing of the Notice of Award of Contract. A copy of the Agreement shall be returned to Contractor by Port after execution by Port.
- B. In the event of any failure or discrepancy between any portion of the Agreement and any portion of the other contract documents, the Agreement shall prevail. No proposal shall be considered binding upon the Port until the execution of the Contract. Failure to execute the Contract and file acceptable bonds and insurance policies or certificates as provided herein, within such ten (10) calendar day period, shall constitute just cause for the annulment of the award, and forfeit of proposal guarantee to the Port as liquidated damages.

#### **CONTRACT SECURITY**

- A. All bonds shall be in form as contained herein, or as approved by Port. The Contractor shall furnish a corporate surety bond in an amount equal to one hundred percent (100%) of the contract price. Contractor shall also furnish a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. Sureties of each of said bonds shall be satisfactory to the Port. Said bonds shall be furnished concurrently with, or before submission of, the executed Agreement to the Port.
- B. No payment or delay in payment, and no change, extension, addition or alteration of any provision of said Contract, or in said plans and profiles, detail drawings, and specifications, and forbearance on the part of the Port, shall operate to relieve any surety or sureties from liability on the bond, and consent thereto without notice to or consent by such surety, is hereby given.

### **3.04 HOLD HARMLESS AGREEMENT**

- A.** Contractor hereby agrees to indemnify and save harmless the Port, its Board, the City, its Council, and their respective officers, agents and employees from any liability for damages or claims for damages and for any liability or claims resulting from personal injury, including death, as well as liability or claims for property damage, which may arise from Contractor's operations, or Contractor's subcontractor's, agent's or employee's under this Agreement, whether such operations be by Contractor or Contractor's subcontractor, or by any one or more persons directly or indirectly employed by, retained by, or acting as agent for Contractor. Contractor agrees to and shall defend the Port, its Board, the City, its Council, and their respective officers, agents and employees from any suits or actions by law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations provided further:
1. Port shall not be deemed to have waived rights it may have against Contractor because of the acceptance by Port of any of the insurance policies described herein.
  2. Contractor's hold-harmless agreement shall apply to all damages and claims for damages or every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not Port has prepared, supplied, or approved of Plans and/or Specifications for the work and regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damage.

### **CONTRACTOR'S INSURANCE**

- A.** Contractor shall obtain and maintain in full force and effect, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance covering all employees employed in performance of work under this Contract. The Contractor shall make this same requirement of any of Contractor's subcontractors. Contractor shall indemnify and save the Port and the Engineer harmless for any damage resulting to them from failure of either Contractor or any sub-contractor to take out or maintain each insurance.
- B.** The Contractor and all subcontractors shall take out and maintain during the life of this Contract, a Broad Form Commercial General Liability or Commercial General Liability, and Business Automobile Liability Insurance policy, naming as insured or as additional insured, the Port, its Board, the City, its Council and their respective officers, agents and employees, Garrett Marina Group, Inc., and Portside Investors. This policy shall include, but not be limited to, all of the following coverage:
1. Owners and contractors protective.
  2. Broad form property damage liability including occurrence at full policy limit.
  3. Blanket explosion, collapse and underground coverage.
  4. Personal injury coverages at full policy limits for the following:

- a. False arrest, malicious prosecution, willful detention or imprisonment.
- b. Libel, slander, defamation of character.
- c. Invasion of privacy, wrongful eviction or wrongful entry.
- 5. Products and completed operations coverage.
- 6. Blanket written contractual liability.
- 7. Employees' non-ownership liability.
- 8. The policy shall include a cross liability or severability of interest clause.
- 9. The limits of liability shall be in the following minimum amounts:

<u><b>Insurance Category</b></u>	<u><b>Minimum Limits</b></u>
<b>a. Workers' Compensation</b>	<b>Statutory minimum.</b>
<b>b. Employer's Liability</b>	<b>\$2,000,000 per accident for bodily injury or disease;</b>
<b>c. Commercial General Liability</b>	<b>\$2,000,000 per occurrence, \$4,000,000 aggregate for bodily injury, personal injury and property damage;</b>
<b>d. Automobile Liability</b>	<b>\$2,000,000 per occurrence, (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder)</b>

- C. Neither the Contractor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this Section, and have supplied the Port with evidence of such coverage as required by paragraph 8 of the Agreement. The policy or policies obtained by the Contractor and any subcontractor shall be primary coverage, and any other insurance carried by the Port, its consultants, or the Engineer shall not be excess of Contractor's insurance and not be contributory with it.
- D. The Contractor shall be responsible for, and shall obtain and file evidence of coverage on behalf of all Contractor's subcontractors. All such evidence shall be acceptable to the Port Attorney.
- E. Should any such policy be canceled before final completion of the work herein contemplated, and should the Contractor fail to immediately procure other insurance as herein required, then the Port may procure such insurance and deduct the cost thereof from the amount due the Contractor.
- F. Each policy for Commercial Liability and Business Auto Insurance shall bear a) a standard cross liability endorsement, b) an endorsement naming the Port, its Board, the City, its Council and their respective officers, agents, and employees, Garrett Marina Group, Inc., and Portside Investors as additional insureds, c) an endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after the Port shall have received written notification by registered mail from the insurance carrier, d) a primary insurance or excess insurance endorsement, and e) a waiver of subrogation endorsement which right of subrogation Contractor hereby waives.

### **3.06 PREVAILING RATES OF WAGES**

- A.** Bidders are hereby notified that, pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, (commencing with Section 1770) of the Labor Code of the State of California, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to execute the contract for said work and improvements, and also the general prevailing rate of per diem wages for each such craft or type of work for holiday and for overtime work. Copies of said prevailing rate of per diem wages are on file in the Office of the Port Executive Director of the Port of Redwood City, which copies are available to any interested party upon request, and to which copies reference is hereby made for the particulars thereof. Contractor shall post a copy of this prevailing wage schedule at the job site.

### **3.07 NOTICE TO PROCEED**

- A.** Upon award and execution of the Agreement for the work, the Port will issue the formal Notice to Proceed, and the date and the day of such notice shall provide the starting date for the running of the Time of Completion of the Contract as set forth in the contract document for the work.
- B.** The Notice to Proceed will be considered to have been delivered to the Contractor when deposited in the United States Mail registered, return receipt requested, with first class postage pre-paid, addressed to the Contractor at the address specified in Contractor's proposal, or hand delivered to Contractor.

### **4.00 SCOPE OF THE WORK**

#### **4.01 WORK TO BE DONE**

- A.** The work to be done consists of the furnishing of all necessary tools, equipment, apparatus, facilities, labor and materials required to perform and complete, in good, sound and workmanlike manner, the work of installing and constructing the project contemplated as herein described and called for, and in the manner designated, and in strict conformance with the plans, specifications, and these contract documents.

#### **4.02 ADJUSTMENT OF QUANTITIES**

- A.** The Port reserves the right to increase or decrease the quantity of any item or portion of the work, or completely delete any item or items by issuing Change Orders therefore, and in connection therewith to make such alterations, changes or additions to, or deviations or omissions from the plans and specifications for the work as may be necessary or advisable to accomplish the object and purpose thereof; and the same shall in no way offset or make void the contract nor release the surety or sureties of any bond or bonds given to ensure the performance thereof; and the cost of such changes, additions or deletions, based on the contract unit prices for the item or portion of work involved shall be added to or deducted from the contract price, as the case may be.

#### **4.03 CHANGE ORDERS**

- A.** All contract change orders shall be in writing, prepared and signed by the Engineer, and approved by the Port. Change orders for adjustment of bid quantities shall not require the consent of the Contractor, and the Contractor shall



proceed with the work as increased, decreased, or altered upon receipt of such change order.

- B. Change orders for extra work shall specify the compensation to be paid therefore. Such compensation shall, at the option of the Port, be either on the basis of previously submitted and accepted quotation, or by means of force account as elsewhere herein provided. Extra work shall be authorized only by change order and in the absence of a duly executed change order for any extra work the Port shall not be liable for nor shall the Contractor be entitled to compensation for such extra work. Change orders for extra work where compensation is based on either submitted quotation or force account shall not require the consent of the Contractor, and the Contractor shall proceed with the extra work directed upon receipt of such change order.

#### **4.04 EXTRA WORK**

- A. New and unforeseen items of work will be classed as extra work when the item or items cannot be covered by any of the various items, or combination of items, for which there is a bid price. Extra work shall be authorized only by change order prepared and signed by the Engineer, and approved by the Port. The Contractor shall do such extra work and furnish such materials and equipment as may be required by Change Order, but shall do no extra work except upon receipt of a change order; and in the absence of such change order, the Port shall not be liable for nor shall the Contractor be entitled to payment for such extra work.
- B. For duly authorized extra work the Contractor shall receive compensation at prices previously agreed upon in writing, unless the change order directs that the work be done under force account.

#### **4.05 CHANGED CONDITIONS**

- A. If, during the prosecution of the work, conditions are encountered which were not evident, or reasonably inferred or to be expected, from evidence and data available to the Contractor at the time of bidding; and which the Contractor claims will require labor and/or materials not reasonably inferred or expected from a complete and careful search of the evidence and data available at the time of bidding, the Contractor shall immediately notify the Engineer in writing stating the conditions encountered and the additional labor and/or materials to be required.
- B. During the pendency of Contractor's claim, the Contractor shall proceed with and diligently prosecute the work involved unless otherwise directed in writing by the Engineer.
- C. Upon receipt of the Contractor's claim, the Engineer shall forthwith investigate the circumstances and render Engineer's decision as to the facts pertaining. Should the Engineer find that the Contractor's claim is valid, Contractor shall prepare a change order for the extra work involved for approval by the Port. Should Engineer find the claim invalid Engineer shall so notify the Contractor in writing giving Engineer's reasons therefor.
- D. Should the Contractor disagree with the decision of the Engineer either as to the compensation allowed for extra work or materials, or as to the validity of Contractor's claim, Contractor may, within ten (10) calendar days after receipt of the written decision of the Engineer, file with the Port Executive Director a written protest setting forth in detail Contractor's disagreement with such decision. The decision of the Engineer shall be final and conclusive upon the parties unless the Contractor files such a protest within the ten (10) calendar day period.

#### **4.06 ALTERED WORK**

- A.** When the Contractor is directed by change order to make adjustments in the contract quantities involving either an increase or a decrease in the quantity of any item or portion of the work, or to omit portions of the work, no consideration will be given to adjustment of the unit price bid for the item or items of work involved.
- B.** Upon receipt of a change order involving adjustment to the contract quantities, the Contractor shall forthwith proceed with the work as altered; and should the Contractor claim that such adjustment to the contract quantities results in extra work due to the alteration Contractor may, within ten (10) calendar days after receipt of such change order, file a written protest with the Port Executive Director setting forth in detail in what particulars the character of the work was altered, and by what amount the unit cost thereof was increased.
- C.** The Contractor shall have no claim for additional compensation for altered work unless the Contractor files such a protest within the ten (10) calendar day period.

#### **5.00 CONTROL OF THE WORK**

##### **5.01 AUTHORITY OF THE ENGINEER**

- A.** The Engineer shall decide any and all questions which may arise as to the quality and acceptability of the work performed, as to the quality and acceptability of materials furnished, and as to the manner of performance and rate of progress of the work; and the Engineer shall decide all questions which may arise as to the interpretations of the Plans and Specifications, and all questions as to the acceptable performance of the Contract on the part of the Contractor, and all questions as to compensation and progress payments, and as to the value of extra work. The Engineer's decisions shall be final, and Engineer shall have authority to enforce and make effective such decisions and orders if the Contractor fails to promptly carry out.
- B.** The Engineer shall also decide any and all questions which may arise as to the validity of claims for changed conditions, and as to allowable compensation therefore, except that the Contractor may protest the Engineer's decision to the Port as herein provided.
- C.** The Engineer may, at any time, stop the work, or any part thereof, should Engineer deem it necessary for the proper construction of said work, and no work so stopped shall be resumed without the approval of the Engineer.
- D.** All work done and all materials furnished shall be subject to the inspection of the Engineer and duly authorized representatives of the Port. The Engineer and Engineer's authorized assistants and duly authorized representatives of the Port shall have access to the work at all times during its construction.

##### **5.02 INSPECTION OF THE WORK**

- A.** The Port shall at all times have access to the work during its construction and shall be furnished with every reasonable facility to ascertain that the stock and materials used and employed, and workmanship, are in accordance with the requirements and intent of these specifications. All work done and all materials used will be subject to the inspection and approval of the Engineer and duly authorized representatives of the Port.
- B.** The inspection of the work shall not relieve the Contractor of any of Contractor's obligations to fulfill Contractor's contract as prescribed; and defective work or

unsuitable materials shall be removed and made good, notwithstanding that such defective work and materials have been previously accepted or estimated for payment.

### **5.03 SUPERINTENDENCE BY CONTRACTOR**

- A.** The Contractor shall be constantly on the work during its progress, and shall be represented by a Superintendent or Foreman, who is competent to receive and carry out instruction which may be given by the Engineer and to act in full representative capacity on behalf of the Contractor. The Contractor shall be held liable for faithful observance of any authorized instruction of the Engineer which may be delivered to said party, or Contractor's Representative on the work. Contractor shall keep the Engineer and the Port advised at all times as to the name and identity of Contractor's Superintendent or Foreman, and shall not change Contractor's Superintendent or Foreman without prior approval of the Port.

### **5.04 INTERPRETATION OF PLANS AND SPECIFICATIONS**

- A.** Should it appear to the Contractor that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained on the Plans or in the Specifications, the Contractor shall apply to the Engineer for clarification necessary for the Contractor to proceed, and the Contractor shall conform to the same as part of the Contract, as long as the same may be consistent with the original Specifications. In the event of any doubt or question regarding such matters, the decision of the Engineer shall be final.
- B.** In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.
- C.** Reprint or repetition of any clause in the Specifications, or in any other specification to which reference is made, does not signify more importance for that clause, but is made for convenience of reference.

### **5.05 COORDINATION OF PLANS AND SPECIFICATIONS**

- A.** The Plans and the Specifications, consisting of these General Conditions, the Special Conditions, the General Requirements, and the Technical Specifications, and Supplementary Documents, are essential parts of the Contract for the work and requirements occurring in one is as binding as though it occurred in all. They are intended to be cooperative, to describe and provide for a complete work.
- B.** Special Conditions shall govern over General Conditions, General Requirements and Technical Specifications; General Conditions shall govern over General Requirements and Technical Specifications, General Requirements shall govern over Technical Specifications; Technical Specifications shall govern over detailed plans; and detailed plans shall govern over general plans.

### **5.06 CONFORMITY WITH THE PLANS AND SPECIFICATIONS**

- A.** Finish surfaces for all work shall in all cases conform to the lines, grades, cross sections, dimensions or elevations shown or called for on the plans within the tolerances, if any, specified therefore on the plans or in the Technical Specifications.
- B.** Deviations as may be necessitated by the exigencies of construction shall in all cases be determined by and authorized in writing by the Engineer.

## **5.07 WORKING DRAWINGS**

- A.** The Engineer will provide such supplementary working drawings as may be deemed necessary to adequately control the work. All such drawings shall be in conformity with the plans, and although issued and approved by the Engineer, such approval shall not relieve the Contractor of Contractor's responsibility for accuracy of dimensions and details.
- B.** Changes to the plans shall be made only by means of duly authorized Change Order, and the Contractor shall make no change, alteration, or modification to any working drawing issued by the Engineer.

## **5.08 CONSTRUCTION SURVEYING**

- A.** The Contractor will furnish all construction surveying and survey control required for the work unless otherwise specified in these bid documents.

## **5.09 CONSTRUCTION EQUIPMENT**

- A.** Equipment not suitable to produce the quality of work required by these Contract Documents will not be permitted to operate on the project. The Contractor shall provide and maintain adequate and suitable equipment to meet the requirements of the Contract Documents within the time specified, and when so ordered by the Engineer, the Contractor shall discontinue the use of equipment found to be inadequate or unsuitable and shall remove the same from the project, all at no cost to the Port or the Engineer.

## **5.10 INTERFERENCE WITH THE WORK**

- A.** Should the Contractor or any subcontractor be served with an injunction or any other legal order or proceeding affecting the work or the progress of the work, or be affected by any strike or boycott, or be involved in any lockout or other situation which would result in interference with or delay to the work, the Contractor shall immediately notify the Engineer of the situation giving all pertinent details and copies of all pertinent documents.

## **5.11 DEFECTIVE OR UNAUTHORIZED WORK**

- A.** Any work or material which has been rejected by the Engineer shall be corrected or replaced to the satisfaction of the Engineer by the Contractor, and no compensation will be allowed for such correction or replacement.
- B.** Work done beyond the lines and grades as shown on the Plans, or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized, and no compensation will be allowed therefore. Work so done may be ordered removed at the Contractor's expense.
- C.** Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this paragraph, the Engineer shall have the authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, with the cost thereof to be borne by the Contractor. In such case, the Port shall deduct the cost of such renovation, removal or replacement from any monies due or to be come due the Contractor.

## **5.12 DAMAGED WORK OR MATERIAL**

- A.** Work or materials of any nature, whether existing or to be provided or installed as a part of the present project, which becomes damaged during the progress of the work and before final acceptance thereof from any cause whatsoever, shall be repaired or replaced insofar as such work or material shall be deemed by the

Engineer to be defective, in kind by materials and workmanship conforming to the Plans and Specifications therefore and satisfactory to the Engineer, with the cost thereof to be borne by the Contractor.

## **6.00 CONTROL OF MATERIALS AND PRODUCTS**

### **6.01 SAMPLES AND TESTS**

- A.** Before installation, representative samples, together with manufacturer's test certificates pertaining thereto in accordance with the applicable requirements hereof, shall be submitted to the Engineer by the Contractor for approval for all products and materials proposed to be used in or incorporated into the work. Tests of products and/or materials shall be made in accordance with commonly recognized standards of national organizations in accordance with the provisions of the applicable Technical Specifications. Approval of any product or material on the basis of sample tests and/or manufacturer's certificates of compliance will constitute general approval only, and shall not constitute a waiver of the rights of the Port to demand full compliance with the provisions of the Contract Documents.
- B.** An exception to the foregoing paragraph is the reservation that, in the case of materials produced or products manufactured outside the borders of the United States of America, the Engineer may, at Engineer's option or the direction of the Port, witness the sampling and testing of such materials or products at their source or place of manufacture of materials or products produced outside the borders of the United States of America, the entire cost of such inspection and testing including salaries and expenses of Inspectors as well as testing fees shall be borne by the Contractor, and the Port shall deduct any such costs and expenses from monies due or to become due the Contractor.
- C.** After delivery of products or materials to the Job Site, the Engineer will make such further check tests and inspections as may be deemed necessary to certify compliance with the requirements of the Contract Documents. Products or materials may be rejected as a result of on-site testing or inspection even though the same have been previously given general approval, and such rejected products or materials shall be removed from the project by, and at the expense of, the Contractor and be replaced with materials or products complying with the requirements of the Contract Documents.
- D.** Except as otherwise provided in these Contract Documents, all necessary materials and product testing and inspection will be provided by the Engineer and/or the Port. However, in the following instances, the Contractor shall be assessed for the costs of testing and inspection:
  - 1. Re-testing of products or materials which have failed to meet specification.
  - 2. Testing and inspection of products or materials offered in substitution for those found to be deficient.
  - 3. Testing and inspection of product or materials offered in lieu of these specified in order to approve their equivalence of quality.
  - 4. Source or site of manufacturer inspection and testing of materials or products produced or manufactured outside the borders of the United States of America.

### **6.02 DEFECTIVE MATERIALS**

- A.** Materials not conforming to the requirements of these Contract Documents shall be considered to be defective, and all such materials, whether in place or not, will

be rejected, and shall be immediately removed from the site of the work. Rejected materials, the defects of which have been subsequently corrected, shall not be used until approval in writing has been obtained from the Engineer. Upon failure of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this paragraph, the Engineer shall have the authority to cause removal and replacement of defective materials, and the Port shall deduct the cost of same from monies due or to become due the Contractor.

### **6.03 STORAGE OF MATERIALS OR PRODUCTS**

- A.** Materials, equipment or products shall at all times be stored in a suitable manner to ensure the preservation of their quality and fitness for inclusion of the work. The Contractor shall be responsible for all materials of every description and all products or equipment delivered to the job site; and, when considered necessary by the Engineer, shall provide and maintain suitable enclosures or other special protection from weather or other potential damage without additional cost to the Port.
- B.** Inclusion of products, equipment or materials on estimates for progress payments shall not relieve the Contractor of Contractor's responsibility in this regard.

### **6.04 SHOP DRAWINGS**

- A.** Shop drawings or equipment details as required to be furnished by the Contractor shall be furnished to the Engineer for review and approval. Such drawings or details shall be prepared by competent personnel, and shall have been checked for completeness and accuracy prior to submission. Drawings or details which have not been properly prepared and checked will be returned to the Contractor for resubmission.
- B.** Approval of drawings and details by the Engineer shall constitute a general check only for compliance with the requirements of the Contract Documents, and neither the Engineer nor the Port shall be responsible in any way for any errors or omissions by reason of such approval.
- C.** Contractor shall check and verify all field measurements and shall submit for review, with such promptness as to cause no delay in Contractor's own work or in that of any other contractor or subcontractor, all shop or setting drawings and schedules required for the work of the various trades. Shop drawings shall be prepared at the Contractor's expense and shall be sent to the office of the Port Engineer, carriage prepaid.
- D.** The term "shop drawings" as used herein includes fabrication, erection and installation, layout, and setting drawings, lists or schedules of materials and equipment; manufacturers' standard drawings, descriptive literature, catalogues and brochures, performance and test data; and all other drawings and descriptive data pertaining to materials, equipment, and methods of construction as may be required to show that the materials, equipment, or systems, and the positions thereof, conform to the Contract requirements.
- E.** As used herein, the term "manufactured" applies to standard units usually mass produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
- F.** Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation of adjoining work, amplify design details, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings shall be drawn to scale and shall be completely dimensioned.

- G. Sheet sizes of shop drawings shall be in multiples of 8-1/2 by 11 inches, preferably not exceeding 22 by 34 inches unless there is a special requirement for larger size sheets.
- H. Shop drawings, manufacturers' literature, brochures, catalog cuts, design calculations, and other pertinent printed matter or data shall be submitted to the Engineer via email in a pdf format.
- I. When shop drawings and/or other submittals are required to be revised or corrected and resubmitted, as directed, Contractor shall make such revisions and/or corrections and resubmit the drawings or other material in the same manner as specified in Paragraph "H" above.
  - 1. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
  - 2. In scheduling, allow at least ten (10) working days for each of all the design professionals.

#### **6.05 TRADE NAMES AND ALTERNATIVES**

- A. Whenever the Trade Name of a product, or the name of a Manufacturer appears in these Contract Documents or on the Plans, it shall be understood to specify the product so identified or its approved equal. The words "or equal" or "approved equal" shall mean equal in the opinion of and approved by the Engineer in writing. For convenience in designation, certain equipment or articles or materials may be designated under trade name or the name of a manufacturer or product and its catalogue information. The use of alternative equipment or an article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the written approval of the Engineer, in accordance with the following requirements:
  - 1. The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor and Contractor shall furnish, at Contractor's own expense, all information necessary or related thereto as required by the Engineer. The Engineer shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and the decision of the Engineer shall be final.
  - 2. The above provisions shall not be construed as permitting the use of alternative equipment or articles or materials for equipment or articles or materials which are not designated under a Trade Name or the name of a manufacturer or producer and its catalogue information, and for which detail specifications are set forth.
  - 3. In accordance with the provisions of Section 3400 of the California Public Contract Code, a contractor shall be provided a period of not less than **35 days** after award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

#### **7.00 LEGAL RELATIONS AND RESPONSIBILITY**

##### **7.01 LAWS TO BE OBSERVED**

- A. The Contractor and any subcontractors, shall be and keep fully informed of all existing and future legislated federal, (including Title III of the American with

Disability Act 42USC12181 et seq.), state and local laws including Port, and County ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Port in writing. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall defend and indemnify the Port, its Board, the City, its Council, and their respective officers, agents and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor or by the contractor's employees. Particular attention is called to the following:

1. **Prevailing Wages:** Pursuant to the statutes of the State of California, the Port has ascertained and determined the general prevailing rate of per diem wages, and rates for holidays, Saturdays and Sundays and overtime work in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. Copies of the prevailing rates so determined shall be made available for inspection at the Port Executive Director's office and form a part of the contract documents. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

The Contractor shall forfeit as penalty to the Port Twenty-Five Dollars and No/100 Cents (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done under the contract by the Contractor or by any subcontractor in violation of the provisions of the California Labor Code and, in particular, Section 1770 to Section 1781 thereof, inclusive.

A copy of all payrolls shall be submitted to the Port along with the Contractor's request for monthly progress payments. Payrolls shall contain the full name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his/her name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on CALTRANS Form HC-347 or on such applicable forms as may be approved by the Engineer. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

2. **Eight Hour Day Limitation:** In accordance with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the California Labor Code, and in particular Sections 1810 to 1817 no laborer, worker, or mechanic in the employ of said Contractor, or any subcontractor doing or contracting to do any part of the work contemplated by this contract shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week unless compensated at not less than time and a half as set forth in California Labor Code Section 1815.



However, if the prevailing wage determination requires a higher rate of pay for overtime than is required under said Section 1815, then the overtime rate must be paid, as specified in California Administrative Code Title 8, Group 3, Section 16200 (a) (3) (F). The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the work contemplated by this contract, which record shall be open at all reasonable hours for inspection by the Port or its officers or agents and by the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, their deputies or agents; and it is hereby further agreed that the Contractor shall forfeit as a penalty to the Port, the sum of Twenty-Five and No/100 Dollars (\$25.00) for each laborer, worker or mechanic employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in one calendar week in violation of this stipulation.

3. **Apprentices:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor.

(a) Section 1777.5 provides as follows:

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(a)(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which apprentice is registered and shall be employed only at the work of the craft or trade to which apprentice is registered.

(b)(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which apprentice is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and apprentice fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage

rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (c)(1) The apprenticeship standards and apprentice agreements under which apprentice is training.
- (c)(2) The rules and regulations of the California Apprenticeship Council.
- (d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
  - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
  - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to

submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (m)(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:
  - (i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.
  - (iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.
- (m)(2)(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.
- (m)(2)(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how

grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

- (m)(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if registered apprentices or journeymen in any apprenticeable trade are employed hereunder and if other contractors on the construction site are making such contributions.
- (b) The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if registered apprentices or journeymen in any apprenticeable trade are employed hereunder and if other contractors on the construction site are making such contributions.
- (c) The Contractor and any subcontractor shall comply with the requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.
- (d) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (e) In accordance with the provision of California Labor Code Section 1777.7, if the Contractor willfully fails to comply with the provisions of Section 1777.5 of said Code, the Contractor shall be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and forfeit as a civil penalty sum of One Hundred Dollars and No/100 Cents (\$100.00) for each calendar day of non-compliance. Notwithstanding the provisions of Section 1727 of the California Labor Code, upon receipt of such a determination the Port shall withhold from contract progress payments such sum then

due or to become due. Any funds withheld by the Port pursuant to Section 1777.7 shall be deposited in the general funds of the Port.

**7.02 TRAVEL AND SUBSISTENCE PAY**

- A. The Contractor and any subcontractor, in performing any of the work under the contract or subcontract shall, pursuant to California Labor Code Section 1773.8, pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with the provisions of Article 2, Chapter 1, Part 7, Division 2 of the California Labor Code.

**7.03 RECEIPT OF WORKERS, WAGES, FEE FOR REGISTERING OR PLACING PERSONS IN PUBLIC WORKS.**

- A. Attention is directed to the provisions of Sections 1778 and 1779 of the California Labor Code, which read as follows:
  - 1. **"Section 1778:** Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for their own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony."
  - 2. **"Section 1779:** Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the state, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor."

**7.04 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT.**

- A. All bidders shall comply with the provisions of Part 1, Division 2, Chapter 4 of the Public Contract Code of the State of California, if applicable to the work to be done hereunder.

**7.05 RELEASE**

- A. Pursuant to California Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the contract shall operate as, and shall be, a release to the Port, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

**7.06 LABOR DISCRIMINATION**

- A. Attention of the Contractor is directed to Section 1735 of the California State Labor Code, as added by Chapter 643, Statutes of 1939, which read as follows:
  - 1. A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who

violates this section is subject to all the penalties imposed for a violation of this chapter.

#### **7.07 LABOR PREFERENCE**

- A.** The Contractor shall give preference in the performance of labor under the Contract to persons who shall have actually resided in Redwood City and shall have so resided for the period of one year next preceding the date of their engagement to perform labor thereunder.
- B.** The attention of bidders is invited to the fact that the Port has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in public construction work are required to meet the provisions of the Fair Labor Standards Act.

#### **7.08 REGISTRATION OF CONTRACTORS**

- A.** Before submitting bids, contractors shall be licensed in accordance with the provisions of the California Contractors State License Law which provide for the registration of contractors, and defining the term contractor; providing a method of obtaining licenses to engage in the business of contracting, and fixing the fees for such licenses; providing a method of suspension and cancellation of such licenses; and prescribing the punishment for violation of the provisions of the Act, codified as Chapter 9 of Division 3 of the Business Professions Code, Chapter 37 of the Statutes of 1939, as amended.

#### **7.09 PERMITS AND LICENSES**

- A.** The Contractor shall procure and maintain all City, County and State permits and licenses, including municipal business license, and pay all charges and fees for the same, without cost to the Port and shall give all notices necessary and incidental to the due and lawful prosecution of the work.

#### **7.10 SAFETY CODES**

- A.** The Contractor shall conduct Contractor's operations in strict conformance with all applicable "Safety Orders" of the Industrial Safety Division of the State of California.

#### **7.11 PATENTS**

- A.** All fees or claims for any patented invention, article, or arrangement that may be used upon or in any manner connected with the doing of the herein proposed work, or any part thereof, shall be included in the price bid for doing the work herein proposed; and the Contractor and Contractor's sureties shall protect and hold the Port, its Board, the City, its Council and their respective officers, agents, and employees harmless against any and all suits and claims brought or made by the holders of any invention, patent, copyright, or trademark, or growing out of any alleged infringement of any invention, patent, copyright, or trademark; and before final payment is made on account of the Contract, the Contractor shall furnish acceptable proof to the Port of a proper release from all such fees or claims.

#### **7.12 PUBLIC CONVENIENCE AND SAFETY**

- A.** The Contractor shall so conduct Contractor's operations as to offer the least possible obstruction and inconvenience to the public. Convenient access to

driveways, houses, sidewalks and buildings along the line of work must be maintained and kept in good condition. The Contractor shall provide flagmen and guards to direct the control of traffic, and to provide such special signs as may be required by the Engineer. Construction equipment shall interfere as little as possible with the free passage of traffic, and the Contractor shall provide at Contractor's own expense the necessary signs, lights, and watchmen required to safely direct public traffic past such equipment.

- B. The Contractor shall, at Contractor's own expense, provide and maintain such fences, barriers, signs, lights, and other means as may be necessary to prevent accidents to the public and to protect the work. It shall be the responsibility of the Contractor to protect and guard the work from injury or damage due to any cause. No material or other obstruction shall be placed within 25 feet of active fire hydrants, and they shall be kept readily accessible to the Fire Department at all times.

#### **7.13 RESPONSIBILITY FOR WORK AND MATERIALS**

- A. Except as may be otherwise provided in the Contract Documents for partial acceptance of the work, the Contractor shall have the charge and care thereof until formal acceptance by the Port and shall bear the risk of injury or damage to any part thereof from any cause whatever arising from the execution or non-execution of the work. The Contractor shall rebuild, restore, repair, and make good all injuries or damages to any portion of the work occasioned by any of above causes before its acceptance, and shall bear the expense thereof. Suspension of the work will not in any way relieve the Contractor of Contractor's responsibility for the protection of materials and the work.

#### **7.14 PRESERVATION OF PROPERTY**

- A. The Contractor shall exercise due care and concern to avoid injury to existing improvements or facilities, utility facilities, fences, buildings, structures, adjacent property, and trees and shrubbery that are not to be removed. If such objects are injured by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work, and to the satisfaction of the Engineer.
- B. The Contractor shall be responsible for any damage to existing sewer or water lines, or other underground structures damaged during the course of construction, and shall bear the cost of any repair or replacement. Where such damage occurs, the Contractor shall immediately notify the Engineer, or Engineer's representative, to insure immediate repair of damage. No repair of damaged water lines shall be attempted by the Contractor. Such repairs may be done only by the Water Division forces of the City of Redwood City, and the cost of the repair of said water lines shall be borne by the Contractor. The Contractor shall pay to the Port of Redwood City the actual cost of such repairs plus fifty and seventy-eight hundredths percent (50.78%) of the labor charges to cover superintendency and administrative overhead expense.
- C. The Contractor shall furnish, maintain, and use at Contractor's expense such equipment and materials as may be necessary to protect adjacent property from damage caused by dust from any of the operations of the Contractor, and Contractor shall be liable for any damage caused by said dust. Failure on the part of the Contractor to control dust, mud, dirt, and refuse from Contractor's operations shall be cause for stopping said work until dust, mud, dirt and refuse



are controlled, and any expense caused by such delay shall be borne by the Contractor.

**7.15 PRESERVATION OF MATERIALS AND EQUIPMENT**

- A. Materials and equipment delivered to the site of the work shall be fully protected against the elements, thefts, vandalism, and damage of any kind; and the Contractor shall be held fully responsible for such protection until acceptance of the work. The Engineer shall have the right to require warehousing, watch service, or other type of protection if the same is deemed necessary.

**7.16 PROPERTY RIGHTS IN MATERIALS**

- A. Nothing in the Contract or the Contract Documents shall be construed as vesting in the Contractor any right of property in the materials used in, or products or equipment incorporated into, the work after the same have been attached or affixed to the work or soil, but the same shall be and remain the property of the Port.

**7.17 TAXES**

- A. The contract unit prices shall include full compensation for any payroll taxes which may be incurred under State and Federal Unemployment and Social Security Acts, and all sales taxes on materials furnished by the Contractor. The Contractor shall promptly pay such taxes to the proper agency, and shall indemnify and save harmless the Port from any liability which may or could arise therefrom.

**7.18 SANITARY PROVISIONS**

- A. The Contractor shall comply with all of the sanitary regulations prescribed by the Department of Public Health of the State of California, the San Mateo County Health Department, and by the City of Redwood City or by any other City having jurisdiction over any of the work.

**7.19 DISPOSAL OF EXCESS MATERIALS**

- A. Excess of unsuitable excavated materials shall be disposed of at the direction of the Engineer. Should the excess material be required to be disposed of on property adjacent to the excavation, the material thus disposed of shall be placed in a neat and uniform manner and to the satisfaction of the Engineer. Full costs for disposing of such material shall be included in the prices bid. No additional payment will be made for off-haul and disposal.

**7.20 COOPERATION BETWEEN CONTRACTORS**

- A. Where two or more Contractors are employed on related or adjacent work, each shall conduct Contractor's operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for any damage to work, or injury to person or property, or for loss caused by failure to complete the work within the time specified.

**7.21 FIRE HYDRANT ACCESS AND USE**

- A. The Contractor shall provide continuing access to all fire hydrants located within the limits of the work, and such access shall meet the approval of the City's Fire Department.
- B. The Contractor shall not make use of any fire hydrant without first having obtained approval therefore from the Fire Department and a construction meter obtained from the Water Division of the City of Redwood City.

## **7.22 CLOSURE OF STREETS**

- A.** Should the work require the closure of an existing Port street or right-of-way, or portions thereof, the Contractor shall first obtain the written approval of the Port Engineer and the Fire Department therefore. Upon approval, no street closure shall be made unless and until the City's Police Department has been notified of the closure.
- B.** Upon completion of construction operations and cleanup, the Contractor shall notify the Port Engineer, the Police Department and the Fire Department when the street is reopened.

## **7.23 SUBCONTRACTING**

- A.** All Contractors shall comply with the provisions of Chapter 4 (commencing at Section 4100) of Division 2 of Part 1 of the Public Contract Code of the State of California, if applicable to the work being performed and, specifically, shall comply with the provisions of Section 4104 of the Government Code.
- B.** Pursuant to the requirements of the State of California Public Contract Code, Section 4104, each bidder must state in Bidder's proposal the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid. This statement shall include the nature of the work to be performed by the subcontractors.
- C.** The Contractor, whose bid is accepted, shall not, without the written consent to the Port either:
  - 1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  - 2. Permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid.
  - 3. Sublet or subcontract any portion of the work, in excess of one-half of one percent (1/2%) of the Contractor's total bid to which Contractor's original bid did not designate a subcontractor.
- D.** The Port may consent to the substitution of another person as subcontractor, when the subcontractor named in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Contract, when said written Contract, based upon the general items, conditions, plans and specifications for the Contract involved or the terms of such subcontractor's written bid, presented to the subcontractor by the Contractor (Section 4107, Public Contract Code).

## **7.24 STANDARDS TO APPLY IN LIEU OF SPECIFICATIONS**

- A.** Wherever in these Contract Documents, or in any orders that may be given by the Engineer pursuant to or supplementing these documents, it is provided that the Contractor shall furnish materials or manufactured articles for which no detailed specifications are set forth, the materials or manufactured articles shall be of the

best grade in quality and workmanship obtainable in the market from companies of established reputation; or if not ordinarily carried in stock, shall conform to accepted standards for first class materials or articles of the kind required, with due consideration for the use to which they are to be put. Work for which no detailed specifications are set forth herein, shall conform to accepted standards for first class work of the kind required.

**7.25 GUARANTEE OF THE WORK**

- A.** All equipment, materials, and workmanship furnished under this Contract shall be guaranteed against all defects for a period of one (1) year from the date of acceptance thereof by the Port Commission unless otherwise provided in the Special Conditions. Defective materials and workmanship occurring during the guarantee shall be replaced by the Contractor at Contractor's expense, together with the repair or replacement of any adjacent work which may be damaged or displaced in the process.
- B.** Unless otherwise provided in the Special Conditions, in addition to the above guaranty, the Contractor shall assign to the Port all equipment and material guarantees issued by manufacturers or subcontractors, which guarantees extend beyond the one (1) year period specified above.

**7.26 PUBLIC WORKS CONTRACTS OR SUBCONTRACTS; GOODS, SERVICES OR MATERIALS; ASSIGNMENT TO AWARDING BODY**

- A.** In accordance with Section 4551 of the Government Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the Port all rights title, and interest in and to all causes of action it may have under the Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Port tenders final payment to the Contractor, without further acknowledgment by the parties.

**7.27 SUBMISSION OF BIDS TO PORT; AGREEMENT TO ASSIGN**

- A.** In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to the Port, the bidder offers and agrees that if the bid is accepted, it will assign to the Port all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the Port pursuant to the bid. Such assignment shall be made and become effective at the time the Port tenders final payment to the bidder.

**7.28 SECTION 6705 OF THE CALIFORNIA LABOR CODE**

- A.** As required by Section 6705 of the California Labor Code, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the Port Engineer or by a registered civil or structural engineer, employed by the Port to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the

design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of ground caving during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Port nor any of its officers, agents, representatives or employees.

## **8.00 PROGRESS OF THE WORK**

### **8.01 COMMENCEMENT OF WORK**

- A.** Within ten (10) calendar days after receipt of the required bonds and evidence of insurance and the executed Agreement from the Contractor, written Notice to Proceed will be given by the Port to Contractor. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform work, and the Port shall not be obligated to accept or pay for work performed by the Contractor, prior to Notice to Proceed.
- B.** The Contractor shall commence the work covered by this Contract within five (5) calendar days after the date established in the Notice to Proceed for the commencement of Contract Time. The Contractor shall give the Engineer written notice not less than two (2) working days in advance of the actual date on which the work will be started. The Contractor shall be entirely responsible for any delay in the work which may be caused by its failure to give such notice.

### **8.02 CONTRACT TIME**

- A.** Time shall be of the essence in the performance of this Contract. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the time specified in Section 00220 – 1.04, Time of Completion. It is expressly understood and agreed by and between the Contractor and the Port that the Contract Time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work.

### **8.03 DELAYS**

- A.** Notice of Delays - When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Engineer in writing of the probability of the occurrence

and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Engineer at the time of their occurrence.

- B.** Non-excusable Delays - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.
- C.** Excusable Delays - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and Port and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. Excusable delays fall into the following three categories:
1. The physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. Contractor must demonstrate to the Engineer that Contractor has made every effort to obtain such materials from all known sources.
    - a. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement.
    - b. The above provisions apply equally to equipment to be installed in the work.
  2. Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, and freight embargoes, shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
  3. Weather delays mean inclement weather conditions or conditions resulting from weather, which (1), prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations; and (2), requires dismissal of work as a result thereof, and (3) which exceeds the allowance for inclement weather, as listed in Section 00220, Paragraph 1.06.

- D. Compensable Delays - Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to the following cause(s):
1. Delays due solely to the actions and/or inactions of the Port.
  2. Delays due to differing site conditions as defined in Section 00210 – 4.05, CHANGED CONDITIONS.
  3. Delays due to other Contractors employed by the Port interfering with the Contractor's prosecution of the Work as defined above.
- E. Concurrent Delays - Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in this section as Non-Excusable Delays, Excusable Delays, or Compensable Delays. During such concurrent delay periods, time extensions will be granted; however, the Contractor shall not be compensated for its overhead costs as defined in Paragraph 8.05C, Indirect Overhead, and the Port shall not assess its actual costs as defined in Paragraph 8.04A, Non-excusable Delays.

#### 8.04 TIME EXTENSIONS

- A. Non-excusable Delays - The Port may grant an extension of time for non-excusable delays if the Port deems it is in its best interest. If the Port grants an extension of time for non-excusable delays, the Contractor shall pay the Port's actual costs, including charges for engineering, inspection and administration incurred during the extension.
- B. Excusable Delays - If the Contractor is delayed in the performance of its work as defined in Paragraph 8.03C, Excusable Delays, the Contract completion date may be extended by the Port for such time that, in the Engineer's determination, the Contractor's completion date will be delayed, provided that the Contractor strictly fulfills the following:
1. Contractor shall provide notification, in accordance with Paragraph 8.03A, Notice of Delays, and submit in writing a request for an extension of time to the Engineer stating at a minimum the probable cause of the delay and the number of days being requested.
  2. If requested by the Engineer, the Contractor shall promptly provide sufficient information to the Engineer to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.

3. Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Paragraph 8.03C(3), Weather Delays, over and above an allowance as provided for in Section 00220 – Paragraph 1.06 Weather Days. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.
- C. Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, Contractor's failure to fulfill the foregoing shall constitute a waiver of the right to receive a time extension.
  - D. During such extension of time for excusable delays, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor.
  - E. Time extensions due to compensable delays will be granted only if such delays involve controlling items of work, which would prevent completion of the whole Work within the specified Contract time, plus extensions for excusable delays.

#### **8.05 COMPENSABLE DELAYS**

- A. Contractor shall be reimbursed for Contractor's Indirect Overhead expenses for periods of time when the Work is delayed as defined in Paragraph 8.03D, Compensable Delays. However, no reimbursement for indirect overhead shall be made for compensable delays which occur during a concurrent delay.
- B. Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the work following the depletion of the original contract period and any time extensions granted other than compensable time extensions.
- C. Indirect Overhead expenses are defined as follows:
  1. Indirect Field Overhead: The Contractor shall be reimbursed for its indirect field overhead based on:
    - a. Actual invoice costs for any contractor-provided on-site field offices and temporary utilities.
    - b. Actual payroll labor costs as described in Section 00260 – Paragraph 1.03 , Force Account Payment, for field office staff.

- c. Fair rental values acceptable to the Engineer as described in Section 00260 – Paragraph 1.03, Force Account Payment for construction equipment idled due to the delay.
2. Indirect Home Office Overhead: The Contractor shall also be reimbursed for its home office overhead based on the following formula:
    - a.  $\frac{OCA}{OCT} \times 0.3 = \text{Daily Home Office Overhead (\$/day)}$ ;

Where OCA is the Original Contract Amount, and

OCT is the Original Contract Time in days.

- b. Since it is impractical to determine the actual home office overhead, such reimbursement shall encompass full payment for any home office overhead expenses for such periods of time for the PRIME Contractor and all subcontractors, and no other payment for subcontractors shall be made.

## **8.06 LIQUIDATED DAMAGES FOR DELAYS**

- A. Time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Contract Documents, as modified by extensions of time granted by the Port, damage will be sustained by the Port. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to the Port in the amount set forth in Section 00220 – Paragraph 1.05, Damages for Delays, per day for each and every day's delay beyond the time prescribed to complete the Work. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the Port may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

## **8.07 SUSPENSION OF WORK**

- A. If the Contractor fails to correct defective work as required by Paragraph 6.0, CONTROL OF MATERIALS AND PRODUCTS, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the Port, by a written order of the Port's representative or signed personally by an agent specifically so empowered by the Port, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. The Port's concurrence that the condition or cause has been eliminated will be provided to the Contractor in writing. This right of the Port to stop the Work shall not give rise to any duty on the part of the Port to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the



Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the Port.

- B.** In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the Port may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.
- C.** The Port shall also have the right to suspend the Work wholly or in part, for such period as the Port may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. The Contractor as directed by the Port shall provide the provisions as stipulated in Paragraph 8.07, Suspension of Work, above. Such additional work shall be compensated as provided for in Section 00210 – Paragraph 4.05, Changed Conditions.

#### **8.08 FAILURE TO PERFORM PROPERLY**

- A.** Should Contractor neglect to prosecute the work properly, or diligently, or fail to perform any provision of the Contract, the Port, after five (5) calendar days written notice to the Contractor, may without prejudice to any other remedy the Port may have, make good such deficiencies and deduct the cost from the payment then or thereafter due to the Contractor. The Contractor shall notify the Engineer in writing immediately any time the work falls fourteen (14) days behind the time schedule submitted by the Contractor under the provisions of Section 00250, Progress Schedules.

#### **8.09 RIGHT TO TERMINATE CONTRACT**

- A.** If at any time the Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Engineer, within the time specified in such notice, the Port or the Port's Representative in such case shall have the right to terminate the operation of the Contract.
- B.** Upon such termination, the Contractor shall discontinue the Work, or such parts of it as the Port may designate. Upon such termination, the Contractor's control shall terminate and thereupon the Port or its fully authorized representative may

take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises and use the same for the purposes of completing the Work and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the Work and for the completion thereof; or the Port may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for, in such manner as the Port may deem proper; or the Port may annul and cancel the Contract and relet the Work or any part thereof. Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and its sureties, who will be liable therefore.

- C. In the event of such termination, all monies due the Contractor or retained under the terms of this Contract shall be held by the Port; however, such holdings will not release the Contractor or its sureties from liability for failure to fulfill the Contract. Any excess cost over and above the Contract amount incurred by the Port arising from the termination of the operations of the Contract and the completion of the Work by the Port as above provided shall be paid for by any available funds held by the Port. Any surplus remaining after all just claims and expenses owed after damages have been paid, will be distributed to Contractor.
  
- D. In addition to the Port's rights under this section, if at any time before completion of the work under the Contract, it shall be determined by the Port that reasons beyond the control of the parties hereto render it impossible or against the interests of the Port to complete the work, or if the work shall be stopped by an injunction of a court of competent jurisdiction, the Port may, upon ten (10) days written notice to the Contractor, discontinue the work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Engineer may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with, nor any other claim except for the work actually performed up to the time of discontinuance, including any extra work ordered by the Engineer to be done, nor for any claim for liquidated damages.

#### **8.10 CHARACTER OF WORKERS**

- A. The Contractor shall neither permit nor suffer the introduction of the use of spirituous liquors and drugs upon or about the work, or upon any ground occupied by Contractor in the prosecution of the work. The Contractor shall employ on the work only such superintendent, foremen, and workers who are competent to perform the type of work to which each is assigned. If any subcontractor or person employed by the Contractor fails or refuses to comply with the directions of the Engineer, or conducts him/herself in a disorderly, improper or incompetent manner, Contractor shall be immediately discharged upon written request in writing of the Engineer.

#### **8.11 CLEANING UP**

- A. During the progress of the work the Contractor shall at all times keep the site in a neat and clean condition and shall not permit unsightly accumulation of

construction debris. Upon completion of any portion of the work, as directed by the Engineer, the Contractor shall promptly remove from the vicinity all equipment and temporary structures, except as otherwise herein provided.

- B.** Upon completion of the work, the Contractor shall promptly remove all construction rubbish and debris of any nature from the work site, and promptly remove all of Contractor's equipment, supplies, surplus material, and temporary facilities of every nature except as otherwise herein provided, and shall dispose of the same off the work site to the satisfaction of the Engineer.
- C.** The Engineer will not schedule the final inspection of the work until the Contractor has cleaned up the work site in a satisfactory manner.

## **8.12 FINAL INSPECTION**

- A.** Upon completion of the work and the final cleanup to the satisfaction of the Engineer, and upon receipt of the Contractor's application for acceptance of the work, the Engineer will proceed with the final inspection.

## **9.00 MEASUREMENT AND PAYMENT**

### **9.01 MEASUREMENT**

- A.** After the work has been completed, the Engineer will make field counts or measurements of unit price items, from which to determine the quantities of the various items as a basis for payment. On all unit price items, the Contractor will be paid for the actual amount of the work performed in accordance with the Contract Documents as computed from the field counts or measurements taken in a horizontal plane.
- B.** All measurements shall be made in accordance with the United States Standard Measure. Measurements for area and linear quantities will be taken on horizontal plane. Measurement of excavation and embankment, when specified, in cubic yards will be computed from cross sections, by the method of average end areas; and when specified in tons, will be computed from weight slips certified by the Engineer. Cubic yardage of any other materials will be computed by multiplication of the surface area on a horizontal plane times the depth or thickness specified. If material is specified to be placed in a structure, the actual volume within the neat lines of the structure, as shown on the Plans, will be the basis for computing the cubic yardage.

### **9.02 PROGRESS PAYMENTS**

- A.** The Contractor shall, at the end of each month, prepare an estimate in writing to be approved by the Engineer of the total amount of work done, in place to date, and the value thereof based on the contract unit prices and the approved cost breakdown of lump sum items as approved by the Engineer.
- B.** In addition to the aforesaid estimate of work completed in place, there may be included an amount equal to fifty-percent (50%) of the value of major items of materials and equipment furnished and delivered to the job site, but not installed, such materials and equipment to be those which are proposed and suitable for permanent incorporation in the work. The meaning of the aforementioned "value" shall be the actual cost to the Contractor of the said materials and equipment, as evidenced by receipted bills submitted by the Contractor to the Engineer. The amounts thus included in the progress payment estimates shall be deducted from subsequent estimates, when the said materials and equipment have been installed.

The Contractor shall be responsible for the proper storage and safeguarding of the materials and equipment thus included in the progress payment estimates. The materials must be stored in a locked, secure storage area satisfactory to the Engineer. Any such materials or equipment which become damaged, stolen, or lost, shall be repaired or replaced to the satisfaction of the Engineer, at Contractor's expense.

- C. The Port shall retain five percent (5%) of such estimated value as part security for the fulfillment of the Contract, and shall pay monthly to the Contractor the remaining ninety-five percent (95%) after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract.
- D. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in the Engineer's judgment the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

### **9.03 FINAL PAYMENT**

- A. Upon completion of the Contract and final inspection by the Engineer, the Contractor shall prepare a final estimate of quantities and the value of such work, and the Port shall pay to the Contractor the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior progress estimates and payments shall be subject to the correction in the final estimate and payment.
- B. Final payment shall not be due and payable until the expiration of thirty-five (35) days from the date of recording by Port, of a notice of completion or acceptance or notice of cessation pursuant to Section 3184 of the Civil Code of the State of California. It is mutually agreed between the parties to the Contract that no approval given or payment made under the Contract, except the final acceptance and payment, shall be accepted as evidence of the satisfactory performance of the Contract. The Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any work done in accordance with any alteration of the same, shall release the Port and its officers, consultants, agents, and employees from any and all claims or liability on account of work performed under the Contract or alterations thereof. The final payment shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract, and the amount of work done thereunder and compensation therefore, except in case of gross error, or in case of concealed defects in the work and/or materials.

### **9.04 ASSIGNMENT OF FUNDS**

- A. No assignment of any funds to be received by the Contractor will be recognized by the Port unless such assignment has had the prior written consent of the Port, and of the surety or sureties.

## **10.00 OBSTRUCTIONS**

### **10.01 PRIVATE IMPROVEMENTS**

- A. It is anticipated that all major utilities or private improvements that are required to be removed or replaced with new construction, will be so moved and replaced by their respective owners prior to the construction operations covered by this

Contract. Except as otherwise provided in Section 10.02 of these General Conditions, it shall be the responsibility of the Contractor to ascertain if any public utilities exist along the line of work, whether or not shown on the Plans; and the Contractor shall, at Contractor's own expense, do any necessary work to save from damage, all such property in or adjacent to the work; and shall repair all damage thereto caused by Contractor's operations to the satisfaction of the Engineer.

- B. The right is reserved by the Port and the owners of public utilities and franchises or their authorized agents, to enter upon the work for the purpose of making such changes as are made necessary by the proposed work, or for making necessary connections or repairs to their properties.

#### **10.02 UNDERGROUND OBSTRUCTION**

- A. The provisions of Section 10.01 of these General Conditions notwithstanding, the Port shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utilities located on the construction site if such utilities are not identified by the Port in the plans and specifications made a part of the invitation for bids. The Port shall compensate the Contractor for the costs of locating such utilities, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy; and for the cost of equipment on the project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the work under this agreement when such delay was caused by the failure of the Port or the owner of the utility to provide for removal or relocation of such utilities.
- B. Nothing herein shall be deemed to require the Port to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the Port from identifying main or trunk lines in the plans and specifications.
- C. Nothing herein shall preclude the Port from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
- D. If the Contractor while performing the contract discovers utilities not identified by the Port in the contract plans or specifications, the Contractor shall immediately notify the Port and utility company in writing.

#### **10.03 SURFACE OBSTRUCTIONS**

- A. Rubbish, debris of any nature, brush and other surface obstructions in the line of the work, and not covered under separate heading in the bid schedule, shall be removed by the Contractor at Contractor's own expense and disposed of off the work site in a lawful manner, and to the satisfaction of the Engineer.

\* \* \*

**SECTION 00220**  
**SPECIAL CONDITIONS**

**1.01 GENERAL**

- A. These **SPECIAL CONDITIONS** supersede conflicting or contradictory sections in any other section of this Contract.
- B. Titles and headings to sections and paragraphs in these specifications are introduced merely for convenience and shall not be taken as a correct or complete segregation of the several units or materials and labor.

**1.02 HOURS OF CONSTRUCTION**

- A. Working hours shall be from 8:00 AM to 5:00 PM Monday through Friday, except holidays, unless otherwise specified for off-peak hours.

**1.03 PLANS**

- A. Those certain plans entitled **Track 787 Crossing Improvements Project and consisting of nine (9) sheets** are hereby made a part of this Contract.
- B. The City of Redwood City Standard Details and Technical Specifications.
- C. "State of California, Department of Transportation, Standard Specifications" dated July, 1992, (excepting application to payment) are hereby made a part of this contract.
- D. In the event of discrepancy between Standards of City of Redwood City and State of California Department of Transportation, the Standards of the City of Redwood City shall govern.

**1.04 TIME OF COMPLETION**

- A. The work covered under the bid as defined in these Contract Documents shall be diligently prosecuted in accordance with the schedule proposed by the Contractor and approved by the Engineer to insure completion by **July 31, 2022**.
- B. Time for performance shall start running on the day after the date of the Notice to Proceed, and shall run continuously thereafter, including Saturdays, Sundays and legal holidays, subject to such extensions and/or reductions as may from time-to-time during the course of the work be effectuated by change orders duly executed.

**1.05 DAMAGES FOR DELAYS**

- A. In accordance with the provisions of Section 00210 - 8.06, Liquidated Damages, for the period of time that any portion of the work remains unfinished after the time fixed for completion in the Contract documents, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the contractor shall pay the Owner **five hundred (500) dollars per day** liquidated damages.

**1.06 INCLEMENT WEATHER**

- A. In accordance with the provisions of Section 00210 – 8.03c(3), Weather Delays, an allowance of **five (5)** working days for inclement weather delay have been included in the time allowed for completion.

### **1.07 GENERAL TRAFFIC CONTROL, SAFETY & ACCESS**

- A.** Contractor shall provide one 11-foot minimum width traffic lane for vehicular traffic in each direction of travel during construction.
- B.** Contractor shall be responsible for supplying, placing and maintaining all construction signs, lighted barricades, cones, and other related traffic safety equipment to assure the safety of motorists as well as pedestrians. Detour shall conform to **WORK AREA TRAFFIC CONTROL HANDBOOK** prepared by the Uniform Ordinances and Practice Committee of the Southern California Chapter APWA. Copies can be obtained from Building News, Inc. 3055 Overland Avenue, Los Angeles, CA. 90034, (213) 870-9871.
- C.** Contractor has immediate access to the work site within the corporate limits of Redwood City. Contractor shall limit Contractor's activities within the area indicated as limits of the Contract. No work shall proceed on site unless temporary barriers, fences, gates and protection are installed and functioning.

### **1.08 PRE-CONSTRUCTION CONFERENCES**

- A.** There will be a pre-construction conference after award of contract and before start of actual work on the project. The arranged time and place will be mutually agreeable to the Engineer and the Contractor. The Contractor together with the person to be designated as the Contractor's Superintendent for the work shall attend the meeting.
- B.** The Contractor shall at this time submit Contractor's proposed project progress schedule and detailed cost breakdown for the work for review and approval as to conformance with the Contract Documents.

### **1.09 SUPERINTENDENCE**

- A.** The Contractor is to have on the job at all times a competent superintendent who shall represent the Contractor in Contractor's absences and all direction given said superintendent to be as binding as if given the Contractor.

### **1.10 UTILITY OPERATIONS**

- A.** Prior to any underground excavation or demolition of any pavement, "Underground Services Alert" shall be notified by telephone, (800) 642-2444, at least 48 hours prior to the beginning of each excavation or demolition.

### **1.11 UTILITY SHUTDOWN**

- A.** No utility shall be disconnected without prior written approval of the Engineer.
- B.** In the event operations of this project require that there be a temporary utility shutdown, the Contractor shall submit, in writing, notice of this requirement at least forty-eight (48) hours in advance of the operation.

### **1.12 COOPERATION WITH OTHER CONTRACTORS**

- A.** It is possible that other contractors and/or the Port's crew may be working adjacent to the site concurrently with this contract. This Contractor shall cooperate with these other contractors so that all work can be coordinated and can proceed without conflict between various parties involved.

### **1.13 DRAWINGS ON SITE**

- A.** A complete set of Plans and Specifications shall be kept continuously at the site. Copies of all change orders, letters, extra work orders shall be kept on the job at all times, and shall be available for inspection.

### **1.14 RECORDS**

- A.** Contractor shall keep accurate, detailed records of the type, character and extent of all work accomplished and time spent in the performance of each type of work and shall, upon request, furnish the Engineer with any information from these records, including the accumulative totals.
- B.** Contractor shall submit to the Port prior to final acceptance all as-built drawings, guarantees, maintenance and repair manuals as required.

### **1.15 ADJUSTMENT OF QUANTITIES**

- A.** The Port reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, or completely delete any item or items by issuing any Change Orders. Therefore, and in connection therewith, to make such alterations, changes, or additions to, or deviations or omissions from the plans and specifications for the work as may be necessary or advisable to accomplish the object and purpose thereof; and the same shall be in no way offset or make void the contract nor release the surety or sureties of any bond or bonds given to ensure the performance thereof; and the cost of such changes, additions or deletions, based on the Contract unit prices for the item or portion of the work involved shall be added to or deducted from the Contract prices as the case may be.

### **1.16 PARTIAL ACCEPTANCE AND OCCUPANCY**

- A.** Partial acceptance of completed work may be considered at the discretion of the Engineer.
- B.** The Port shall have the right to occupy and use in any manner any or all portions of completed work which has been accepted.

### **1.17 FINAL INSPECTION**

- A.** At least four (4) working days' notice shall be given to the Engineer that the project is ready for final inspection, that the Contractor has carefully inspected all portions of the work and that all conditions of the Contract document have been fulfilled.
- B.** Upon acceptance of notice that the work is ready for final inspection, the Engineer together with the Contractor, shall promptly make a joint inspection of the work and note deficiencies, if any. If there are no deficiencies, or when noted deficiencies, have been corrected and Engineer finds the work acceptable then the Contract is fully performed.

### **1.18 GUARANTEES**

- A.** Unless otherwise specified in these Specifications, Contractor shall guarantee for one full year (365 days) from the date of the final completion of the contract and acceptance thereof by the Port Commission of Redwood City, to repair or replace any improvements which constitutes defect resulting from the use of inferior or defective materials, equipment or workmanship.



### **1.19 WATER CONSERVATION**

- A.** Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Specifications of these special provisions or relieving the Contractor from the legal responsibilities.
- B.** The Water Shortage Emergency Ordinance, adopted by the City of Redwood City on July 1, 1990, prohibits or restricts water for construction purposes. However, the use of domestic water in construction projects for backfill consolidation or compaction, or for dust control purposes is allowed under the current conditions.
- C.** The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.
- D.** When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative", of the Standard Specifications shall be used to control dust on this project. No additional compensation will be allowed for the use of dust palliatives.

### **1.20 USE OF WATER**

- A.** Nothing in this section shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Specifications of these special provisions or relieving the Contractor from the legal responsibilities.
- B.** All water used in conjunction with the project improvements shall be metered and paid for by the Contractor.
  - 1. Contractor shall pay a meter deposit to Revenue Services at City Hall, 1017 Middlefield Road for the construction meter plus the monthly rental fee and the cost of actual water usage.
  - 2. The receipt of payment shall be taken to the Public Works Department at the Municipal Service Center, 1400 Broadway to pick up the water meter.

### **1.21 ORDER OF WORK**

- A.** The contractor's schedule shall indicate the order of Contractor's work and the time period required in each area.

### **1.22 RESPONSIBILITY FOR UNDERGROUND FACILITIES**

- A.** Attention of bidders is specifically directed to responsibility for the care and protection of previously installed underground facilities, including, but not limited to, storm drains, sanitary sewers, water mains, utility ducts, and appurtenant structures underlying the roadway improvements to be constructed.
- B.** Contractor shall be solely responsible for the protection and care of such facilities which facilities have been tested and accepted prior to commencement of the work hereunder. Any damage to such facilities discovered during the course of the work and/or upon final inspection of the work hereunder shall be repaired or replaced by Contractor to the satisfaction of the Port Engineer at no additional expense to the contract prior to acceptance of the work.

### **1.23 MARKINGS ON SIDEWALKS**

- A.** Any permanent marking to be set or made in the concrete shall be made with an approved stencil in the appropriate location. All temporary markings shall be removed after completion of the project.

### **1.24 CLAIMS; REQUIREMENTS**

For any claim subject to this article, the following requirements apply:

- A.** The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- B.** For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - 1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - 2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- C.** For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - 1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - 2. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- D.** If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer within 30 days for settlement of the dispute.
- E.** If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) or Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits the written claim pursuant to subdivision (A) until

the time the claim is denied, including any period of time utilized by the meet and confer conference.

**1.25 DUST CONTROL**

- A. Contractor shall take appropriate steps such as watering to prevent airborne dust due to work under this Contract.
- B. Contractor shall remove and dispose daily at Contractor's cost, off-site of dirt, debris, waste and rubbish from the work area and the construction site.

**1.26 DAMAGE**

- A. Damage to existing structures, facilities, utilities, trees, lawns, shrubs, pavements, or other property caused by the Contractor shall be restored to original condition at the Contractor's expense, prior to final inspection and acceptance.

**1.27 STAGING AREA**

- A. The Contractor shall make Contractor's own arrangements to obtain a staging and/or storage area for Contractor's equipment and materials. No staging or storage of materials will be allowed on the public right-of-way unless specifically requested by the Contractor in writing and approved by the Engineer in writing. Contractor shall be solely responsible for the safeguard of the equipment and materials stored in the staging / storage area(s).

**1.28 TEMPORARY SURFACING**

- A. Unless permanent pavement is placed immediately, temporary bituminous resurfacing 2 inches thick shall be placed and maintained at locations determined by the Engineer wherever excavation is made through pavement, sidewalk or driveways. In sidewalks areas, the temporary bituminous resurfacing shall be at least 1 inch thick; in all other areas it shall be at least 2 inches thick. At major intersections and other critical locations, a greater thickness may be ordered. Temporary resurfacing shall be placed as soon as the conditions of the backfill is suitable to receive it and shall remain in place until the conditions of the backfill is suitable for permanent resurfacing.
- B. The mixture may be furnished from stockpiles or directly from the plant mixer and may be laid cold, at the option of the Contractor. The resurfacing shall be placed, rolled, maintained, and removed and disposed of by the Contractor.
- C. Maintain temporary surfacing in good condition, satisfactory to the Engineer, until finished paving is installed.

**1.29 CONSTRUCTION LAYOUT AND COMPACTION TESTING**

- A. The Contractor will furnish Contractor's own layout and control lines necessary for the construction of the improvements covered by this contract. The Contractor shall notify the Port, in writing, at least one full working day prior to the date when excavation will start.
- B. The Engineer and the Contractor will jointly review the Contractor's layout in the field, and the Engineer will give Engineer's approval, or make whatever changes are necessary, prior to excavating.
- C. The Contractor will provide soil and concrete testing to insure conformance to the plans and specifications. If additional testing is required due to insufficient

compaction the Contractor will be responsible for the cost of any re-testing required.

### **1.30 STORM WATER POLLUTION PREVENTION**

The contractor is advised that the City of Redwood City and all other municipal stormwater dischargers in San Mateo County are co-permittees under the National Pollutant Discharge Elimination System (NPDES) Permit Number CA 0029921. This permit prohibits the discharge of illicit discharges (non rainwater) into the storm drain system, unless specifically exempt. As a condition of this permit the City of Redwood City and San Mateo County have implemented a local Storm Water Management Plan, adopted respective enabling ordinances prohibiting illicit discharges, and adopted "Best Management Practices" (BMPs) to assist contractors and citizens with alternatives. The central goal of the Storm Water Management Plan and BMPs is to reduce the amount of pollution in run-off and establish procedures to address and control storm water pollution resulting from both public and private sector construction activity within the Port. The types of construction contracts controlled by this Section include site improvement work, street and utility replacement or improvement, drainage work, and general construction. All work performed under this contract and all contractors and their associates and/or employees are required to comply with all applicable Storm Water regulations and to implement BMPs at all times. Guidelines and BMPs are available from the Redwood City Public Works Services Department.

### **1.31 EQUIPMENT AND PROCEDURES**

- A.** Subject to the approval of the Engineer, Contractor may select the equipment and procedures Contractor deems most appropriate for the prosecution and completion of the Work in conformance with the requirements of the Contract documents, provided however, that the equipment and procedures selected shall not be such as to cause damage to the underlying soils in the project area, and shall demonstrate compliance with said requirements and the intent of the Work.
- B.** If, in the opinion of the Engineer, the equipment or procedures selected by the Contractor are detrimental to the intent of the Work and/or will cause damage to the underlying soils, the Contractor shall so modify Contractor's procedures or Contractor's equipment as to meet the approval of the Engineer at no additional expense to the Contract.
- C.** Equipment will be evaluated by the Engineer on the basis of its performance and suitability for completing the Work within the intent of the specifications and without damage to the underlying soils. The Port may, upon the advice of the Engineer and with due written notice to the Contractor, exclude any vehicles or equipment from the Work which do not comply with this requirement.
- D.** Equipment shall be operated in such a manner as to preclude pumping, and/or subgrade damage. Where, in the opinion of the Engineer, pumping and wearing have progressed to an extent where damage to subgrade has occurred as evidenced by distortion of the surface, rutting, or appearance at the surface of underlying undessicated soils, the Contractor shall perform the following subgrade repair to the satisfaction of the Engineer at no additional expense to the Contract.
  - 1. Excavate damaged roadway areas to the extent directed by the Engineer.
  - 2. Segregate excavated material into native soil and imported granular material to the satisfaction of the Engineer.
  - 3. Allow excavation to dry and then condition the excavation material to optimum moisture content.

4. Backfill excavation with conditioned native soil and compact to a minimum density of seventy-five (75) percent of maximum dry density as determined by the procedure set forth in ASTM Designation D1557.
5. Backfill excavation to subgrade for imported granular fill material with conditioned native soil and compact to a minimum density of ninety (90) percent of maximum dry density as determined by the procedure set forth in ASTM Designation D1557.
6. Backfill excavation above subgrade for import fill material with salvaged granular fill material compacted to a minimum density of ninety (90) percent of maximum dry density as determined by the procedure set forth in ASTM Designation D1557.

### 1.32 CONSTRUCTION GUIDELINES ON BAY MUD

- A. Introduction - The purpose of this subsection is to provide general observations and guidelines for earthwork construction in the Redwood Shores area and to highlight some of the more difficult aspects of earthwork on sites underlain by Bay Mud. It is presented as a supplement to the Standard Plans and technical specifications normally provided for the project.

**General Soil and Ground Water Conditions - Redwood Shores is a former marshland which has been carefully filled to allow development. Fill in the area is generally about 5 feet thick and has two distinct layers: The upper 2 feet consists of select granular import underlain by about 3 feet of compacted clayey fill. The clayey fill is either import silty clay fill or reconditioned organic clay from local excavations.**

The fill is underlain by native organic clay, locally known as Bay Mud. The upper approximately 2 feet of the Bay Mud is generally stiff from former desiccation, and is usually referred to as Bay Mud crust. Below the upper 2 foot crust, the Bay Mud is soft and highly compressible. Moisture contents of the Bay Mud crust range from about 30 to 50 percent and from 50 to 200 percent for the soft clay beneath the crust.

The Bay Mud is usually underlain by relatively incompressible and stiff or dense alluvial deposits.

Groundwater exists within the Bay Mud although it generally does not appear as free water. Instead, ground water tends to seep slowly out of the Bay Mud. The ground water often appears brackish. For design purposes, ground water is generally considered to be at about Elevation 99 feet (Mean Sea Level equals - El. 100 feet).

- B. Groundwater can also collect in the upper select fill, where it perches upon the lower clayey fills.
- C. Trenches and Excavations - Trenching specifications for Bay Mud sites are usually restrictive about excavation methods and shoring requirements. All contractors should carefully review the technical specifications provided for the project. The following observations and guidelines are presented as a supplement to the technical specifications:
1. The select granular fill should be segregated when performing excavations. Most contractors accomplish this by placing the select fill on one side of the trench and excavated clayey soils on the other. The select fill has an R-

value of at least 25 and if mixed with the clayey soil beneath, cannot be considered as select fill.

2. Bay Mud requires significant drying and processing time to be reused as compacted fill. Bay Mud must be spread in thin layers and disked or turned to facilitate drying such that the material may be properly compacted.
3. Trenches which extend into the Bay Mud should be backfilled as soon as possible after placement of utilities to prevent base heave or trench sloughing. Significant lateral movements of excavation walls can occur if the trenches are left open for extended periods.
4. The Port trench backfill specifications are strict on the type of materials and compaction requirements. The Contractor should carefully read and understand these specifications.
5. As stated in the project specifications, glory hole excavations and V-trenching are not allowed. They result in large quantities of heavy backfill which can cause long-term differential settlements.

**D. Heavy Equipment Limitations** - Due to the underlying soft Bay Mud and the relatively thin layer of compacted fill, construction equipment should be limited to medium to lightweight size to reduce the potential for subgrade damage, pipe breakage, or slope failures. The thin layer of select fill over compacted clay is subject to high deflections under heavy wheel loads. The following observations and guidelines are presented regarding construction equipment:

1. Avoid the use of large earthwork equipment for mass grading operations, especially within 30 feet of lagoon slopes. The following are suggested maximum equipment sizes over areas where the upper select fill is at least 2 feet thick:

Compactors:	Cat 815 or equivalent
Scrapers:	Cat 613 or equivalent
Track-wheeled loaders:	Cat 963 or equivalent
Blade:	Cat 12G

2. In areas where the thickness of the existing fill has been reduced, even lighter equipment should be considered. Open excavations in soft Bay Mud cannot support rubber-tired equipment although light dozers with mud tracks, such as a Cat D4 or equivalent, are sometimes used.
3. Haul routes for trucks and scrapers should be kept level and smooth to prevent equipment from bouncing and imposing very high dynamic loads on the fill.
4. Heavy equipment should not be allowed to travel at high speeds as this can cause serious subgrade damage and rutting. This has been particular problem for loaded scrapers.
5. All operators of heavy earthwork equipment should be informed of these guidelines and be aware of the general soil conditions.

- E.** Pumping Subgrade - Under repeated wheel loads and/or excessive moisture, the existing fill can become rutted and difficult to repair. Soft or “pumping” areas can develop from heavy earthwork equipment. Careful attention should be given to the construction operations to limit traffic over areas, which have become wet or show signs of surface cracking due to pumping subgrade soils. We present the following observations and guidelines regarding pumping subgrade soils:
1. Subgrade damage most often occurs where repeated heavy wheel loads are imposed on the soil.
  2. Increased subgrade moisture content resulting from ponded water can also lead to subgrade damage under even lightweight earthwork equipment.
  3. No water should be allowed to pond in traveled areas.
  4. Concrete trucks should not be allowed to wash out in traveled areas.
  5. Repair of damaged subgrade is most often accomplished by subexcavation to depths ranging from 8 to 18 inches, placement of geotextile fabric, and careful compaction of select fill or aggregate base up to the former subgrade level.
- F.** Wet Weather Problems - Earthwork and construction operations can be severely hampered by wet weather. We present the following observations and guidelines:
1. Construction through the wet weather months usually results in some required repair of damaged roadway subgrade and building pad fills.
  2. Surface drainage of rainfall is generally limited by low grades and limited discharge points.
  3. Wherever possible, the ground surface should be sloped to drain rainfall and prevent ponding of water.
  4. Rainfall and ponded water tend to infiltrate and accumulate at the base of the select fill.
  5. If cuts are made for roadways, the thickness of select fill is often reduced such that shallow water can accumulate very near the roadway subgrade.
  6. Forklifts, concrete trucks, and backhoes often cause severe rutting of surficial soils when used over rain-soaked soils.
  7. Repeated vehicle and equipment traffic over wet areas can cause a thick mud slurry to accumulate during wet weather months.
  8. Temporary construction haul routes constructed of crushed rock with or without an underlying geotextile membrane are often helpful in reducing subgrade damage and preventing damage to shallow utility pipes.
  9. Gradall-type forklifts carrying construction materials can easily damage wet subgrade soils.
- G.** Shallow Utilities - Underground utilities can be subject to damage from heavy equipment. For gravity flow utilities such as sewer and storm drain, the pipes usually become shallower toward the rear of the sites, furthest from the main connections on roadways. Where pipes have relatively thin soil cover, they can be damaged from heavy earthwork equipment under certain conditions. When backfill has been properly placed and compacted over shallow pipes, the risk of damage from normal equipment wheel loads is usually small. If the fill is allowed to become saturated from ponded water, however, such as rainfall or wash out

from concrete trucks, significant rutting can occur. We present the following observations and guidelines:

1. Shallow pipes should be adequately backfilled to the subgrade level in roadway areas and should not be left low.
2. Heavy equipment such as loaded trucks, forklifts, or concrete trucks should not be allowed to drive through areas where the subgrade soils have become wet. Damage to pipes by forklifts and concrete trucks may not be discovered until months later.
3. Where heavy equipment cannot be avoided, sewer laterals should be clearly marked to prevent damage.

### **1.33 SAFETY**

- A.** Contractor, before beginning construction, is to provide, maintain and remove upon completion of work all barricades around openings and excavations, fences around areas and other temporary construction, warning signals, signs, and flagmen as required to direct traffic through the work area and or to redirect traffic to detours.
- B.** The temporary work shall conform to all requirements of State and Local Authorities, and of the Underwriters in regard to operation, safety and fire hazards. The Contractor shall furnish and complete all items necessary for such construction and for conformity with such requirements whether or not called for under the separate divisions of these specifications.
- C.** Contractor agrees that Contractor will assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours.

### **1.34 DISPOSAL OF MATERIAL**

- A.** All material shall be disposed of at the Contractors expense and shall be included as part of the appropriate bid item prices. No additional compensation shall be given for disposal of material. Contractor is responsible only for hazardous materials brought to the Project site and/or generated by the Contractor and will not be responsible for any pre-existing materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable law.
- B.** Asbestos - containing materials or hazardous substances shall be disposed of in accordance with applicable sections of the Special Technical Provisions.

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**SECTION 00225  
MEASUREMENT & PAYMENT**

**1.01 GENERAL**

- A. Unless otherwise specified in other individual sections of these specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes. Linear quantities of pipe shall be considered as being the true length measured along the longitudinal axis.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.

**1.02 LUMP SUM PRICE BREAKDOWN**

- A. Immediately after award of the contract, the Contractor shall submit a cost breakdown list to the Engineer. This list shall consist of the major items of work that make up the contract and shall be used for determining progress pay estimates. The Contractor shall fill in the amounts for each item, prorating general costs such as setup, overhead, and profit in each item. The total of all items shall equal the total of the contract. The amounts the Contractor indicates for any items on the list may be revised as deemed necessary by the Engineer if it appears such items are unbalanced, unless the Contractor can substantiate these costs.

**1.03 UNBALANCED BIDS**

- A. The Contractor is cautioned against unbalancing prices for lump sum or unit items. Unbalancing prices may be cause for rejection of the bid or the Contractor may be required to substantiate or correct excessive prices prior to award.

**1.04 MEASUREMENT**

- A. Lump Sum Bid Items will be measured as a complete job and are intended to cover payment for all work in connection with the item as indicated on the plans and as described throughout these specifications. Where the item represents a system, the lump sum bid price is intended to cover payment for all items required to construct (furnish and install) the system, excluding only those items of work specifically included in other bid items or marked on the plans as "not in contract", "NIC" or "by others". The intent is that all items of work shown on the plans are to be included within the list of lump sum bid items whether specifically called out or not, except for unit bid items. The Contractor is bidding upon a complete project: the breakdown into various lump sum items is primarily for Owner accounting and funding purposes.

- B. Unit Price Bid Items will be measured as described in the bid schedule or specifications.

## 1.05 PAYMENT

- A. Payment for Lump Sum Items, measured as stated above and accepted, will be paid for at the lump sum bid price, which price and payment shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidental necessary to complete the project in accordance with the Plans and Specifications.
- B. Payment for Unit Price Bid Items, measured as stated above and accepted, will be paid for at the unit price bid, which price and payment shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the project in accordance with the Plans and Specifications.

## 1.06 MEASUREMENT AND PAYMENT

### A. Lump Sum Items

Item 1 - Mobilization and Demobilization. Measurement and payment for this item shall be on a lump sum basis. Compensation for moving onto the site, establishing a corporation yard, permit application costs and bonding of the site, including dismantling and clean-up of corporation yard, shall be included in lump sum payment. The compensation shall not exceed 10% of the total bid price, two-thirds of which shall be payment for mobilization and one-third for demobilization.

Item 2 – Site Clearing and Demolition. The Contract lump sum price shall include full compensation for conforming to these requirements. The lump sum price shall also include compensation for providing all labor, tool and equipment to perform the work, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

Item 3 – Drainage and Utilities. The Contract lump sum price shall include full compensation for conforming to these requirements. The lump sum price shall also include compensation for providing all labor, tool and equipment to perform the work, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

Item 4 – Asphalt Pavement. The Contract lump sum price shall include full compensation for conforming to these requirements. The lump sum price shall also include compensation for providing all labor, tool and equipment to perform the work, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

**B. Unit Price Items**

Item 5 – Earthwork and Grading. Contract unit price per cubic yard shall include full compensation for conforming to these requirements. The unit price per cubic yard price shall also include compensation for providing all labor, tool and equipment to perform the work, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

Item 6 – Trackwork. Contract unit price per lineal track foot of rail will be per details shown on the Plans and as described in the Bid Form. Payment will include compensation for furnishing all labor, materials, tools and equipment, and supervision to perform all work necessary including all incidentals to complete the work, as shown on the Plans and in accordance with these Specifications and as directed by the Engineer, complete in place.

Item 7 – Roadbed. Contract unit price per track foot of rail will be per details shown on the Plans and as described in the Bid Form. Payment will include compensation for furnishing all labor, materials, tools and equipment, and supervision to perform all work necessary including all incidentals to complete the work, as shown on the Plans and in accordance with these Specifications and as directed by the Engineer, complete in place.

Item 8 – Concrete At-Grade Crossings. Contract unit price per track foot of rail will be per details shown on the Plans and as described in the Bid Form. Payment will include compensation for furnishing all labor, materials, tools and equipment, and supervision to perform all work necessary including all incidentals to complete the work, as shown on the Plans and in accordance with these Specifications and as directed by the Engineer, complete in place

**C. Alternate Bid Item**

Item 9 – Contaminated Soil Disposal. Contract unit price per cubic yard shall include full compensation for conforming to these requirements. The unit price per cubic yard price shall also include compensation for providing all labor, tool and equipment to perform the work, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

**D. Final Clean-Up**

Full compensation for final cleanup will be considered as included in those various contract items requiring final cleanup and no additional compensation will be made. The contractor shall make this final cleanup in conformance with Section 8.11, "Cleaning Up", of the General Conditions.

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**SECTION 00230  
APPLICABLE CODES AND STANDARDS**

**1.01 RULES AND REGULATIONS**

- A.** All work done and materials and equipment transported, handled, stored or installed shall be done in strict conformance with the applicable orders, rules and regulations of the State of California, Division of Industrial Safety, and with all other State, County, City, Port or District requirements. Nothing contained in these specifications or shown or noted on the plans shall be construed to permit work not conforming to these orders, rules and regulations.
- B.** When plans or specifications call for material or construction of a better quality or larger size than may be required by applicable codes or standards, the provisions of the plans and/or specifications shall take precedence over the requirements of the code or standard. If there is any other conflict between the plans or specifications and the requirements of applicable codes and standards, the provisions of the code or standard shall govern.
- C.** All work shall meet City of Redwood City technical specifications, as indicated at <https://www.redwoodcity.org/departments/community-development-department/engineering-transportation/engineering/engineering-standards/volume-1-standard-technical-specifications>. Where a conflict exists between the project plans and the City's specifications, the City's specifications shall take precedence.

\* \* \*

**SECTION 00240  
SUMMARY OF WORK**

**1.01 WORK COVERED UNDER THIS CONTRACT**

- A.** The work hereunder consists of the following in accordance with plans, detail drawings and specifications:
- Removing and Disposing of portion of existing track including ties along Track 787.
  - Removing and Disposing of existing concrete at grade crossing panels over Herkner Road.
  - Excavation along tracks 787 to a depth indicated on the plans performing dewatering operations as necessary.
  - Construction of track bed along tracks 787 as per the contract drawings.
  - Construction of approximately 187 linear feet of track including ties as per the contract drawings.
  - Construction of new perforated underdrain as per the contract drawings.
  - Mobilization, Demobilization, Clean up and Commissioning of project.
- B.** The work shall include the provision of all materials, equipment and apparatus not specifically mentioned in the specifications or noted on the plans, but which are obviously necessary to complete the work thereunder.

\* \* \*

## **SECTION 00250**

### **PROGRESS SCHEDULES**

#### **1.00 GENERAL**

- A.** The Contractor shall provide a construction schedule on a bar chart that includes a procedural outline of all the items of work, which shall be subject to the favorable review of the Engineer and the Port.

#### **1.01 CONSTRUCTION SCHEDULE**

- A.** The schedule shall be submitted within five (5) calendar days of Notice to Proceed and must be favorably reviewed by the Engineer before the first partial payment can be made.

\* \* \*



## SECTION 00260

### MODIFICATION PROCEDURES

#### 1.01 CHANGES, GENERAL

- A.** Whenever corrections, alterations, or modifications of the Work under this Contract are ordered by the Engineer and approved by the Port and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.
- B.** The difference in cost of the Work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Engineer:
1. Where applicable, by unit prices accepted by the Port and stated in the Contract Documents;
  2. By unit prices subsequently fixed by agreement between the parties;
  3. By an acceptable lump sum proposal from the Contractor; or
  4. By Force Account, when directed in writing, and administered by the Port through its agents or representatives.
- C.** When required by the Engineer, the Contractor shall submit, in the form prescribed by the Engineer, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.
- D.** The Engineer will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. Upon reaching an agreement, the Engineer will prepare and process the Change Order and make a recommendation for action by the Port. All Change Orders must be approved by the Port in writing before the work can be authorized and the Change Order executed.
- E.** The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the Port, which shall be written so



as to indicate an acceptance on the part of the Contractor as evidenced by the Contractor's signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

## 1.02 NEGOTIATED CHANGE ORDERS

- A.** Under the methods described in Paragraph 1.01 B2 and 1.01 B3 above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the Engineer. The direct costs shall include only the payroll cost for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the Engineer; the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or ownership values acceptable to the Engineer as described in Paragraph 1.03, Force Account Payment, below, and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.
- B.** Under the method described in Paragraph 1.01 B2 and 1.01 B3 above, the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:
1. For work by its own organization, the Contractor may add the following percentages:

<input type="checkbox"/>	Direct Labor	15 percent
<input type="checkbox"/>	Materials	15 percent
<input type="checkbox"/>	Equipment (owned or rented)	15 percent
  2. Direct labor shall be as defined in Paragraph 1.03A.
  3. For all such work done by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in (1) above to its actual net increase in costs for combined overhead and profit and the Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit.

4. For all such work done by subtier-subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in (1) above to its actual net increase in costs for combined overhead and profit, and the subcontractor may add up to five (5) percent of the sub-subcontractor's total for its combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit.
  5. To the total of the actual costs and fees allowed hereinunder, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance.
- C. The above fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation.
- D. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. The amount of credit to be allowed by the Contractor to the Port for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in Paragraph 1.03, Force Account Payment. The Contractor shall not claim for anticipated profits on work that may be omitted.

### **1.03 FORCE ACCOUNT PAYMENT**

- A. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the Port may direct by written Change Order or Field Order that the work be done on a FORCE ACCOUNT basis. The term "FORCE ACCOUNT" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual time and expense of the following:
1. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens, costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities will be considered, unless approved in writing by the Port.
  2. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.

3. Equipment rental, including necessary transportation for items having a value in excess of One Thousand Dollars (\$1,000.00).
  4. Additional bond.
  5. Additional insurance, other than labor insurance.
- B.** To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:
1. A fixed fee not to exceed 25 percent for Item 1;
  2. A fixed fee not to exceed fifteen (15) percent of the costs of Items 2, and 3 above, and
  3. To the total of the actual costs and fees allowed hereunder, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items 4 and 5 above.
- C.** For work performed by an approved subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- D.** For work performed by a subtier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the subtier-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.
- E.** The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.
- F.** The Port reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

- G.** For equipment under Item A.3, above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. Owner-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific written agreement to that effect is made.
- H.** Compensation for idle time of equipment through delays caused by the Port will be made consistent with Section 00210, Paragraph 8.05 – Compensable Delays.
- I.** Prior to the commencement of force account work, the Contractor shall notify the Engineer of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets furnished by the Engineer to the Contractor. The reports, if found to be correct, shall be signed by both the Contractor and Engineer, or inspector, and a copy of which shall be furnished to the Engineer no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of FORCE ACCOUNT work provided. If the Engineer, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Engineer, or inspector, shall sign-off on the items on which they are in agreement. The Engineer shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in the Special Conditions.
- J.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.
- K.** To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Engineer, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Engineer after the thirty (30) day period has expired.
- L.** The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Engineer and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

- M.** When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the Port for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

**1.04 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES**

- A.** The unit prices as stated in the bid form and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be the estimated quantity for the bid item, plus or minus twenty-five (25) percent. Adjustments in unit prices will be made in accordance with Section 4-1.03B, Increased or Decreased Quantities, and 4-1.03C, Changes in Character of Work, of the State of California, Department of Transportation Standard Specifications, July 1992, with the following modifications:

1. Delete all references to "Section 9, Paragraph 1.03" and insert "00260 – Paragraph 1.03, FORCE ACCOUNT PAYMENT".
2. Delete the last paragraph (fourth paragraph) of Section 4-1.03C, Changes in Character of Work.

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**SECTION 00270**  
**SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

**1.01 CONTRACTOR'S RESPONSIBILITIES**

- A.** The Contractor shall submit, at its own expense, submittals and details of structural and reinforcing steel, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances as required in Technical Specifications.
- B.** All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Engineer in each case where its submittal may affect the work of another contractor or the Port. The Contractor shall insure coordination of submittals among the related crafts and subcontractors. The Contractor accepts the responsibility and expense for additional costs and delays which may result for work performed without favorably reviewed submittals.
- C.** Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this project.

**1.02 TRANSMITTAL PROCEDURES**

- A.** Transmittal Form - A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form.

- B. Submittal Numbers - A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.
- C. Deviations From The Contract - If the submittals show any deviations from the Contract requirements, the Contractor shall provide a separate written description of such deviations and the reasons therefor. If the Port accepts such deviation, the Port shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.
- D. Submittal Completeness - The Contractor shall review and check all submittals before submitting them to the Engineer. The Contractor shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.
- E. Incomplete Submittals - If the Contractor submits an incomplete submittal, the submittal will be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.
- F. Second Submittal - It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer at least by the second submission of data. The Port reserves the right to deduct monies from payments due the Contractor to cover additional costs of review beyond the second submission.
- G. Submittal Period - All submittals shall be completed within ten (10) calendar days after the date established in the Notice to Proceed by the Port for the commencement of Contract Time or submittal process whichever is earlier, unless the Engineer accepts an alternate schedule for submission of submittals proposed by the Contractor.

### **1.03 REVIEW PROCEDURE**

- A. Submittals will be returned within five (5) calendar days after receipt. Review of submittals has as its primary objective the completion for the Port of a project in full conformance with the Contract Plans and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective,

submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the Contract Documents, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

- B. After review of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:
  - 1. **NO EXCEPTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Material is accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
  - 2. **REJECTED** - Submitted material does not conform to Plans and Specifications in major respect., i.e.: wrong size, model, capacity, or material.
  - 3. **RESUBMIT** - Material submittal has major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.
- C. The Engineer, in submitting Engineer's "no exception" statement, may annotate the submittal with minor corrections which may not require re-submittal, but which are necessary to make the submittal comply with specifications.
- D. It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

#### 1.04 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

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

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