



CONTRACT DOCUMENTS

FOR

California Nursery Adobe Restroom Renovation Project

CITY PROJECT NO. PWC 8837

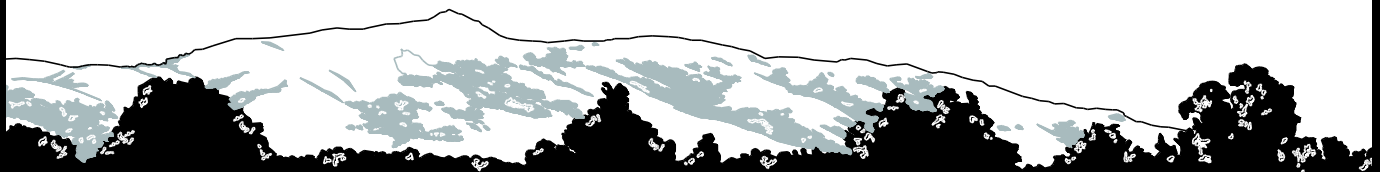
Bid #22-006

PROJECT MANAGER

RICO LARDIZABAL

RLARDIZABAL@FREMONT.GOV

(510) 494 - 4743



**PUBLIC WORKS DEPARTMENT • ENGINEERING DIVISION
CITY OF FREMONT • ALAMEDA COUNTY, CALIFORNIA**



ENGINEERING DIVISION

NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

BID DOCUMENTS

CONTRACT

PAYMENT, PERFORMANCE AND WARRANTY BONDS

GENERAL CONDITIONS

SPECIAL CONDITIONS

PLANS, TECHNICAL SPECIFICATIONS, & CDBG GENERAL CONDITIONS

(ATTACHED SEPARATELY)

FOR

California Nursery Adobe Restroom Renovation Project

CITY PROJECT NO. PWC 8837

IN THE

CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA



ENGINEERING DIVISION

California Nursery Adobe Restroom Renovation Project

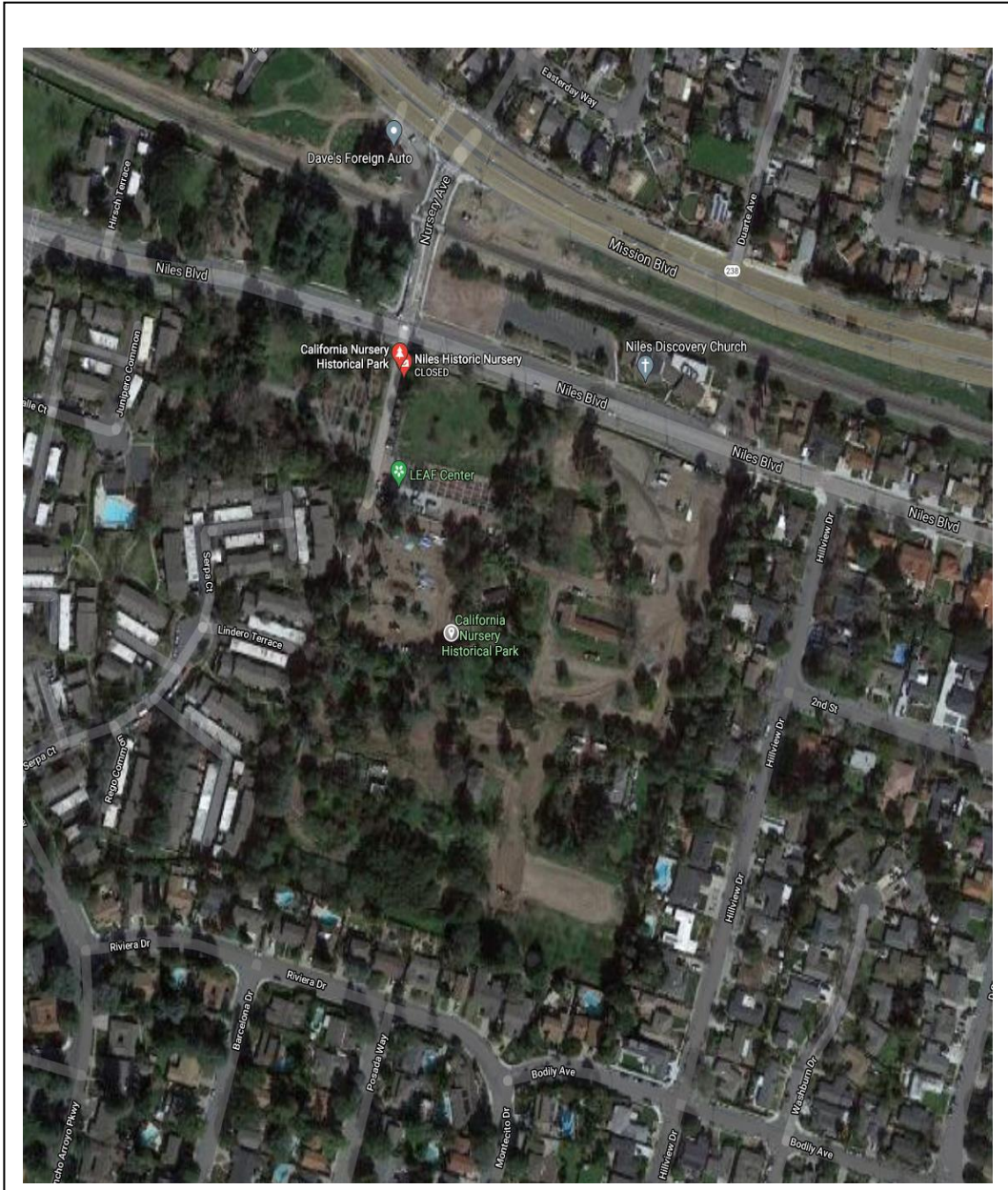
CITY PROJECT NO. PWC 8837

The Bidding, Contractual and General Requirements Provisions (Division 0 and 1) contained herein have been prepared by or under the direction of the following Registered Persons.

CITY ENGINEER

DocuSigned by:
Khandan Bahmani
A8058F7EC5D643E...

REGISTERED CIVIL ENGINEER



PROJECT LOCATION MAP

City of Fremont

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Notice Inviting Bids

1. Bid Submission.

The City of Fremont ("City") will accept sealed bids for its California Nursery Adobe Restroom Renovation Project ("Project"), on or before August 25, 2021 at 2:00 p.m. ("Bid Deadline"), at its Purchasing Division, located at 3300 Capitol Avenue, Building B, Fremont, California 94538, at which date, time and place the bids will be opened publicly and the dollar amounts of each bid will be read aloud.

2. Project Information.

2.1 Location and Description. The Project is located at 36550 Niles Blvd., Fremont, CA and is described as follows:

The work includes renovating the two restrooms to comply with ADA by removing and replacing existing partitions, plumbing fixtures and lighting fixtures. Install new electric locksets with timer and electric hot water heater to serve both restrooms. Reroute or modify plumbing sanitary sewer, vent and supply piping as necessary. Install new electrical wiring for electric locksets and hot water heater. Eave to be cut back to ensure overhead clearance per code. And all necessary work in the drawings and specifications provided.

2.2 Time for Completion. The planned timeframe for commencement and completion of construction of the Project is: Ninety (90) calendar days from the date specified in the Notice to Proceed to Final Completion.

2.3 Estimated Project Cost. The estimated construction cost, or construction cost range, for the Project is \$85,000. This estimate serves only as a guideline to bidders of the scope of the Work and the Project. No bidder, including the successful bidder, is entitled to make any claim against City based on inaccuracy of the estimated cost or range of cost of the Work or the Project.

3. License and Registration Requirements.

3.1 License. This Project requires a valid California contractor's license for the following classification(s): General A or B Contractor. Contractors bidding as a joint venture must secure a joint venture license prior to award of the Contract for the Project.

3.2 DIR Registration. City may not accept a Bid Proposal from, or enter into the Contract with, a bidder without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

4. Obtaining Contract Documents. The plans, specifications, plan-holder's list, bid, and contract documents for the Project, and any addenda thereto ("Contract Documents") may be purchased from ARC Document Solutions Santa Clara ("ARC"), located at 821 Martin Avenue, Santa Clara, CA 95050; telephone: (408) 295-5770; email: santaclara@e-arc.com; or via Planwell at: www.e-arc.com/ca/santaclara. No partial sets will be issued and the cost of purchase is non-refundable. Call in advance to confirm availability. Reference City of Fremont Bid No. 22-006.

Bidders are encouraged to recycle unused Contract Documents.

5. Bid Proposal and Security.

5.1 Bid Proposal Form. Each bid must be submitted using the Bid Proposal form provided with the Contract Documents.

5.2 Bid Security. The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that, upon award of the bid, the successful bidder will execute the Contract and submit the payment and performance bonds, the insurance certificates, and the other documentation required by the Contract Documents, within ten days after City's issuance of the Notice of Award.

6. Prevailing Wage Requirements.

6.1 General. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

6.2 Rates. The prevailing rates are on file with the City Engineer and available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

6.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code Section 1771.4.

6.4 Minimum Wage. This Contract may be subject to the City Minimum Wage Ordinance, codified in Fremont Municipal Code Chapter 5.30. Contractor represents it has read and understands the City's minimum wage requirements and agrees to fully comply with the ordinance. Contractor shall promptly provide any documents and information required by City to verify compliance.

Contractor shall include all applicable minimum wage requirements in all subcontractor contracts and require subcontractors to comply with the requirements.

If federal, state, and local minimum wage laws apply to this Contract, Contractor shall comply with the highest rate of pay applicable.

Contractor's violation of the City's Minimum Wage Ordinance constitutes a material breach of Contract for which the City may pursue all available legal and equitable remedies, including termination.

For more information on the City's minimum wage requirements, please refer to the City of Fremont Minimum Wage Flyer published in the City's website and updated annually.

7. Performance and Payment Bonds.

The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price.

8. Substitution of Securities.

Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code Section 22300.

9. Subcontractor List.

Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and portion of the Work (based on the Base Bid) for each Subcontractor that will perform work or service, or fabricate or install work, for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

10. Instructions to Bidders.

Additional and more detailed information about the Project and City's bidding requirements is provided in the Instructions to Bidders. All bidders should carefully review the Instructions to Bidder before submitting a Bid Proposal for the Project

- 11. Bidders' Conference.** A conference will be held on August 9, 2021 at 11:00 a.m., at the following location: 36500 Niles Blvd., Fremont, CA, at the parking lot to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is **mandatory**. A bidder who fails to attend a mandatory conference may be disqualified from bidding. Contractors who attend the conference are required to furnish and properly don their own protective gear (the use of a face mask, at a minimum), as well as follow all social distancing requirements per the latest Covid-19 County Guidance. Given the current environment, this may change. If so, potential bidders will be advised by the issue of an addendum.

Purchasing Division _____ Date: _____

Publication Dates: 1) _____ 2) _____

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each bid ("Bid Proposal") submitted to the City of Fremont ("City") for its California Nursery Adobe Restroom Renovation Project ("Project") must be submitted in accordance with the following instructions and requirements:

Please note the following information related to the delivery of responses to this bid:

In response to the Coronavirus Disease 2019 (COVID -19) pandemic, the City of Fremont has proclaimed a local emergency and is following the Shelter-In-Place Order issued by the Alameda County Public Health Department that directs residents of Alameda County to stay home to prevent the spread of COVID-19.

The City of Fremont has closed public access to all non-essential City facilities, including the Fremont City Hall located at 3300 Capitol Avenue, Fremont. All non-essential staff have been directed to work from home to limit in-person interactions.

Office closures are in effect through October 31, 2020 but may be adjusted based on direction from the Alameda County Public Health Department. During this time, there will also be a reduction in other services offered as the health and safety of our staff and community are our top priority.

The City's office closures are due to be lifted prior to the deadline for responses to this bid solicitation, should there be an extension of the restrictions we will modify the delivery instructions via addendum(s) if needed. We recommend that if bidders are responding via a delivery service such as US Mail, UPS, FedEx or any way other than personally delivering the bid response, that it is done as soon as possible to allow for any delays in the delivery process.

It is the Contractor's responsibility alone to ensure that the bid is received by the City's Authorized Representative at the time and place identified in the Notice Inviting Bids.

1. Bid Submission.

1.1 General. Each Bid Proposal must be signed, sealed and submitted to City, using the form provided in the Contract Documents, by or before the Bid Deadline set forth in the Notice Inviting Bids. City reserves the right to amend or postpone the Bid Deadline by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all indirect costs such as applicable taxes, insurance and field offices.

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

SEALED BID ENCLOSED, CITY OF FREMONT

BID PROPOSAL

California Nursery Adobe Restroom Renovation Project,

Project No. PWC 8837

Bid No. 22-006

City of Fremont, Office of Purchasing (Finance Department)
3300 Capitol Avenue, Building B
Fremont, CA 94538
Attn: Purchasing Agent

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

[Contractor company name]
[street address]
[city, state, zip code]
[California contractor license number(s)]
[DIR Registration No:_____]

1.3 DIR Registration. City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code Section 1725.5.) If the bid is sent by mail, the sealed envelope must be enclosed in a separate envelope.

1.4 Bid Submittals. Each bidder must use the forms provided by City in these Contract Documents for the bid submittal. All bid forms must be fully completed and signed as directed, along with the required attachments, and the sealed bid submittal must include the following:

- (A) Bid Proposal
- (B) Bid Schedule
- (C) Subcontractor List
- (D) Noncollusion Declaration
- (E) Bid Security (Cashier's or Certified Check or Bid Bond)
- (F) Bidder's Statement of Responsibility

2. Pre-Bid Investigation.

2.1 Contract Documents. Each bidder is solely responsible for diligent and thorough review of the Contract Documents (as defined in the General Conditions), examination of the Project site, and reasonable and prudent inquiry concerning known and potential site conditions prior to submitting a Bid Proposal. However, except for any areas that are open to the general public, bidders may not enter City's property or the Project site without prior coordination with and written authorization from City. Bidders are responsible for reporting any errors or omissions in the Contract Documents to City prior to submitting a Bid Proposal, subject to the limitations of Public Contract Code Section 1104. City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

2.2 Project Site. Soil and soil test data, water table elevations, and soil analyses for test holes may be available for inspection in the Public Works Department or as otherwise specified in the General Conditions. Any additional subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. The water table elevation indicated by a

soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions.

2.3 Utility Company Standards. The Project must be completed in a manner that satisfies the standards and requirements of the affected utility companies or agencies (collectively, “utility owners”). The successful bidder may be required by the utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the utility owners about their requirements before submitting a Bid Proposal.

3. **Questions and Requests for Information or Clarification.** Questions, requests for information, and requests for clarification regarding the Project, the bid procedures, or any of the Contract Documents must be submitted to City in writing, addressed to the Project Manager for the Project, as follows:

City of Fremont
Community Services Department
Attn: Rico Lardizabal, Associate Landscape Architect
39550 Liberty Street
Fremont, CA 94537
Email: rlardizabal@fremont.gov
Phone: (510) 494-4743

If a bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, the bidder must make a written request for clarification before submitting the bid. Bidders must submit any inquiry under this Section by 2:00 p.m. at least 7 Working Days before the Bid Deadline. Questions received any later will not be addressed before the Bid Deadline.

4. **Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code Section 4104.5, City reserves the right to issue addenda prior to bid time. City will make reasonable efforts to deliver addenda to known plan holders who have provided a delivery address for receipt of addenda. However, City makes no guarantee that all bidders will receive all addenda. Each bidder is responsible for ascertaining and ensuring it has received and reviewed all addenda prior to submitting its bid and must acknowledge receipt of all addenda in the Bid Proposal. Bidders should check with ARC (see Section 4 of Notice Inviting Bids) for any addenda or updates on the Project, at: <http://www.e-arc.com/ca/santaclara>.
5. **Brand Designations and “Or Equal” Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, and followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. Pre-bid requests for substitution must be submitted to the Engineer at least seven Working Days before the Bid Deadline, so that all interested bidders may be notified of any approved alternative. Any other requests for substitution must comply with the General Conditions. If the Engineer denies the request for substitution, the material, product, thing or service specified in the Contract Documents must be furnished and installed. This provision does not apply to materials, products, things, or services that may

lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c) and Fremont Municipal Code Section 3.20.167(b).

6. **Bid Schedule.** Bidders are required to fully complete the Bid Schedule form accompanying the Bid Proposal form with unit prices as indicated, and to submit the completed Bid Schedule with their Bid Proposal.
 - 6.1 **Incorrect Totals.** This provision is intended to resolve computational errors on the Bid Schedule form.
 - (A) **Unit Price Subtotals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount (estimated quantity X unit cost).
 - (B) **Unit Price Total.** In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price.
 - (C) **Alternates.** In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price.
 - (D) **Withdrawal for Material Error.** Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code Section 5100 *et seq.*
 - 6.2 **Estimated Quantities.** The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price. However, items marked as "Final Pay" items will be compensated based solely on City's estimated quantities, and payment will not be adjusted based on actual quantities, even if the actual quantities differ from City's estimate on the Bid Schedule. Only changes in quantities of "Final Pay" items due to design changes will be measured and paid separately pursuant to a Change Order.
7. **Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders, and may also submit a Bid Proposal as a prime contractor.
8. **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included in the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive.
9. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in

the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code Section 313.

10. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount (meaning the base bid plus all additive alternate prices, if any), in the form of a cashier's check or certified check made payable to City, or a bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, if City issues the Notice of Award of the Contract to the bidder, then the bidder will provide to City all of the documents required under Section 14 below within ten calendar days thereof.
11. **Withdrawal of Bid Proposals.** A Bid Proposal for the Project will be considered a firm offer and may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 *et seq.* or Fremont Municipal Code Section 3.20.200.
12. **Bid Protest.** Any bid protest must comply with City's protest procedures for public construction project contracts, set forth in Fremont Municipal Code Section 3.20.330. City will issue the Notice of Intent to Award the Contract by posting the notice on designated public bulletin boards and on its bid results webpage at: <http://fremont.gov/index.aspx?NID=532>. A bid protest must be submitted in writing to, and received by, City's Office of Purchasing, located at 3300 Capitol Avenue, Building B, Fremont, California 94538, before 5:00 p.m. on the fifth Working Day after the date of City's posting of the Notice of Intent to Award ("Bid Protest Deadline"). The protesting bidder will bear the risk of any non-delivery of its bid protest before the Bid Protest Deadline, regardless of the method of delivery used. The bid protest must comply with the following requirements:

12.1 General. Only a bidder that has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 12, a "Working Day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code Section 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours.

12.2 Protest Contents. The bid protest must contain a complete statement of the legal grounds for the protest, all the facts relevant to the protest, the form of relief requested, and the legal basis for such relief, as well as all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person representing the protesting bidder. If City requests additional information, it must be provided to City within the time period City specifies.

12.3 Copy to Protested Bidder. Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.

12.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m. within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

12.5 Copy to Protesting Bidder. Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

12.6 Exclusive Remedy. The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

12.7 Right to Award. City reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

13. Reservation of Rights. City reserves the right, acting in its sole discretion, to waive nonmaterial and inconsequential bid irregularities, to accept or reject any and all bids, to issue a new Notice Inviting Bids for the Project, or to abandon the Project entirely.

14. Award of Contract. City will award the Contract, if at all, by issuing a written Notice of Award within 90 days after the opening of bids, or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. The successful bidder must submit to City all of the following documents, within ten calendar days after City's issuance of the Notice of Award:

- 14.1** Two duly signed counterpart originals of the Contract provided by City with the Notice of Award, using the form included in the Contract Documents;
- 14.2** Documentation evidencing the authority of the individual(s) signing the Contract on behalf of the successful bidder;
- 14.3** Payment and performance bonds for the Project as specified in the Contract Documents and using the bond forms included in the Contract Documents, each for 100% of the Contract Price as awarded;
- 14.4** If required for this Project, a warranty bond as specified in the Contract Documents, using the warranty bond form provided for 20% of the Contract Price as awarded;
- 14.5** Insurance certificates and endorsements evidencing the successful bidder's insurance coverage, as required by the Contract Documents;
- 14.6** Documentation evidencing the successful bidder's payment of City business tax and registration tax for a business license, as required by the Contract Documents;
- 14.7** A copy of the successful bidder's California contractor's license(s), showing the classification(s) required by the Contract Documents; and
- 14.8** Identification of the successful bidder's on-site superintendent and Project Manager for the Project, as required by the Contract Documents.

15. Statement of Responsibility. Each sealed Bid Proposal must include the bidder's Statement of Responsibility using the form provided with the Contract Documents. The

Statement of Responsibility must be completed and signed, including all required attachments, providing satisfactory evidence that shows the bidder's financial resources, the bidder's experience in the type of work being required by City, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's qualifications to perform the Contract. City may consider such evidence before making its decision to award the proposed Contract. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder that submits a Statement of Responsibility which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.

- 16. License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within ten days following City's issuance of the Notice of Award. Each Subcontractor must also obtain a City business license before performing any Work.
- 17. Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on the Project.
- 18. Pre-Construction Conference.** City will schedule a mandatory pre-construction conference for the Project following City's issuance of the Notice of Award and Contract execution by the successful bidder. The successful bidder must attend and participate in the pre-construction conference, and provide all of the required information and documents for the conference as set forth in Section 2.2(E) of the General Conditions. City will issue a Notice to Proceed following the conference, identifying the commencement date for the Work and the Contract Time.
- 19. Safety Orders.** Each bid must include all costs necessary for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code Section 6707.

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

California Nursery Adobe Restroom Renovation Project

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

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price (“Base Bid”): \$_____. Bidder will furnish all labor (including supervision), materials and equipment (whether or not permanent or actually incorporated into the Work), utilities for the Work (including water, sanitary facilities, electricity, fuel, light, heat, and telephone), tools, transportation, and services necessary to complete the Work for the amounts quoted in this Bid Proposal (including the costs of all applicable taxes, patent rights, royalties, licenses, and permits). **Any Work shown on the Plans or described in the Specifications without a specific bid item(s) in this Bid Proposal is hereby included within or made part of this Bid Proposal.**

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder specifically acknowledges receipt of the following addenda:

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

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

3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code Section 1104.

3.2 **Examination of Worksite and Local Conditions.** Bidder has visited and examined the Worksite and is familiar with the local conditions at the Project location, including the weather, road access, vehicle routes, and surface and subsurface conditions. Bidder is also familiar with the availability of labor, materials, equipment, and utilities for the Project and has attended any mandatory bidders’ conference and any mandatory pre-bid Project site visit.

3.3 **Bidder is Qualified.** Bidder is fully qualified to perform the Work. Bidder has the expertise and financial capacity to perform all obligations required by the Contract Documents.

3.4 **Contract Time.** The time for completion of the Work for the Project as specified in the Notice Inviting Bids is reasonable and Bidder is ready and able to perform the Work within that timeframe.

3.5 Legal Compliance. Bidder is aware of and will comply with all applicable legal requirements for the Project, including all federal, California, local and City laws and regulations.

(A) Trenching of Five Feet or More. For the excavation of any trench of a depth of five feet or more, this Bid Proposal includes all costs necessary for adequate sheeting, shoring, bracing, sloping or other equivalent provisions to be made, including the costs of design for a detailed plan, for protection of life and limb from the hazard of caving ground during the excavation. Any such provisions will conform to applicable safety orders in accordance with California Labor Code Sections 6705 and 6707.

3.6 Responsibility for Bid. Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in the completed bid.

3.7 Iran Contracting Act. If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 *et seq.* (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

4. Award of Contract. By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, Bidder will provide all of the following to City within ten calendar days following City's issuance of the Notice of Award:

4.1 Signed Contract. Two duly signed counterpart originals of the Contract provided by City with the Notice of Award, using the form included in the Project contract documents ("Contract Documents");

4.2 Signing Authority. Documentation evidencing the authority of the individual(s) signing the Contract on behalf of Bidder;

4.3 Payment, Performance and Warranty Bonds. A payment bond and a performance bond for the Project, each for 100% of the maximum Contract Price as awarded, and a warranty bond, if required, for 20% of the maximum Contract Price as awarded, each executed by sureties licensed to do business in the State of California and using the applicable bond form included with the Contract Documents;

4.4 Insurance. The insurance certificates and endorsements evidencing Bidder's insurance coverage as required by the Contract Documents;

4.5 Business Tax and Registration Tax. Documentation evidencing Bidder's and all listed Subcontractors' payment of City business tax and registration tax for a business license, as required by the Contract Documents;

4.6 Contractor's License. A copy of Bidder's California contractor's license, showing the classification(s) required by the Contract Documents; and

4.7 On-Site Superintendent and Project Manager. Identification of Bidder's on-site superintendent and project manager for the Project, as required by the Contract Documents.

5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount (meaning the base bid plus all additive alternate prices, if any) in one of the following forms (check one):

_____ A cashier's check or certified check payable to City and issued by _____ in the amount of \$_____.

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

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

_____	_____
	Name and Title
_____	_____
<i>[See Section 9 of Instructions to Bidders]</i>	Name and Title
_____	_____
Company Name	License #, Expiration Date, and Classification
_____	_____
Address	DIR Registration #
_____	_____
City, State, Zip	Phone
_____	_____
Contact Name	Contact Email

END OF BID PROPOSAL

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form. In case of a math error or ambiguity, the unit cost listed for any bid item will prevail over the extended total amount listed for that bid item. The grand total of all of the extended total amounts listed will also prevail over the Total Base Bid listed below.

LS = Lump Sum EA = Each LF = Linear Foot CY = Cubic Yard F = Final Pay
 SF = Square Feet LB = Pounds TON = Ton (2000 lbs) AL = Allowance S = Specialty Item

BID ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	TOTAL AMOUNT
1	General Conditions and all necessary work of every kind to complete the scope and work described by the contract documents and drawings with specifications in the bid package.	LS	1	\$
2				
3				

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

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

BIDDER NAME: _____

END OF BID SCHEDULE

Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,¹ the bidder must list a description of the Work, the name and email address of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the percentage of the total Work to be performed by that Subcontractor, as a portion of the base bid price.

Bidders: Please print legibly. Illegible forms may be rejected.

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

END OF SUBCONTRACTOR LIST

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

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

Signature

Name

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to the City of Fremont (“City”) for work on the California Nursery Adobe Restroom Renovation Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and _____, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten calendar days following issuance of the Notice of Award to Bidder, Bidder must submit the following to City:
 - 2.1 **Signed Contract.** Two duly signed counterpart originals of the Contract provided by City with the Notice of Award, using the form included in the Project contract documents (“Contract Documents”);
 - 2.2 **Evidence of Signing Authority.** Documentation evidencing the authority of the individual(s) signing the Contract on behalf of Bidder.
 - 2.3 **Payment, Performance and Warranty Bonds.** A payment bond and a performance bond for the Project, each for 100% of the maximum Contract Price as awarded, and a warranty bond, if required for 20% of the maximum Contract Price as awarded, each executed by a surety licensed to do business in the State of California and using the applicable bond forms included with the Contract Documents;
 - 2.4 **Insurance.** The insurance certificates and endorsements evidencing Bidder’s insurance coverage as required by the Contract Documents.
 - 2.5 **Business Tax and Registration Tax.** Documentation evidencing Bidder’s and all listed Subcontractors’ payment of City business tax and registration tax for a business license, as required by the Contract Documents.
 - 2.6 **Contractor’s License.** A copy of Bidder’s California contractor’s license, showing the classification(s) required by the Contract Documents.
 - 2.7 **On-Site Superintendent.** Identification of Bidder’s on-site superintendent for the Project, as required by the Contract Documents.
3. **Enforcement.** If Bidder fails to execute the Contract and submit to City all of the required documentation as required under Section 2 above, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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

4. **Duration; Waiver.** If Bidder fulfills its obligations under Section 2 above, then this obligation will be null and void; otherwise it will remain in full force and effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.

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

SURETY: _____
Business name

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

BIDDER: _____
Business name

Signature

Name/Title

END OF BID BOND

Bidder's Statement of Responsibility

CITY OF FREMONT CALIFORNIA NURSERY ADOBE RESTROOM RENOVATION PROJECT

The bidder must submit to City, with the Bid Proposal, a completed and signed Bidder's Statement of Responsibility. The bidder must use this form and include all required attachments and attaching clearly labeled additional sheets if needed. City may use the completed Statement of Responsibility to evaluate a bidder's qualifications for this Project. The Statement of Responsibility must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Statement of Responsibility may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: General Information

Bidder Business Name: _____ ("Bidder")

Check One: ___ Corporation
 ___ Partnership
 ___ Sole Proprietorship
 ___ Joint Venture of: _____
 ___ Other: _____

Address: _____

Phone: _____

Owner of Company: _____

Contact Person: _____

Email: _____

Bidder's California Contractor's License Number(s): _____

Part 2: Bidder Experience

1. How many years has Bidder been performing work as a contractor under its present business name? ___ years

1.1 If any of Bidder's experience listed in this Statement of Responsibility refers to work performed under a different business name(s), list on a separate sheet of paper the other name(s) and describe the relationship to Bidder's current business.

2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
___ Yes ___ No

3. Has Bidder ever been disqualified on grounds that it is not responsible?
___ Yes ___ No

If yes, provide additional information on a separate sheet of paper regarding the disqualification, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Bidder was disqualified as not responsible, and the month and year in which the disqualification occurred.

4. Has Bidder ever been terminated from a construction project, either as a general contractor or as a subcontractor?

_____ Yes _____ No

If yes, provide additional information on a separate sheet of paper regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's current projects performed as general contractor as follows:

5.1 How many construction projects is Bidder currently under contract to perform that are still in progress? _____

5.2 What is the total dollar amount of the current construction contracts listed in Subsection 5.1? \$_____

5.3 What is Bidder's total bonding capacity? \$_____

5.4 How many construction contracts listed in Subsection 5.1 are:

(A) In an amount of 50% or less of Bidder's total bid amount for the Project?

(B) In an amount between 50% and 100% of Bidder's total bid amount for the Project? _____

(C) In an amount between 100% and 150% of Bidder's total bid amount for the Project? _____

(D) In an amount over 150% of Bidder's total bid amount for the Project?

6. Provide information about Bidder's past projects performed as general contractor as follows:

6.1 <Insert Number> most recently completed public works projects within the last <Insert Number> years;

6.2 Three largest completed projects within the last three years; and

6.3 Any project which is similar to this Project.

7. Use separate sheets of paper to provide all of the following information for each project identified in response to Sections 5 and 6:

7.1 Project name

7.2 Location

7.3 Owner

7.4 Owner contact (name and current phone number)

7.5 Architect or engineer name

7.6 Architect or engineer contact (name and current phone number)

7.7 Project manager (name and current phone number)

7.8 Description of project and scope of work performed

7.9 Initial contract value (at time of bid award)

7.10 Final cost of construction (including change orders) (provide estimated cost if project is still in progress)

7.11 Original scheduled completion date

7.12 Time extensions granted (number of days)

7.13 Actual date of completion (provide estimated date if project is still in progress)

- 7.14 Number and amount of stop notices or mechanic's liens filed
- 7.15 Amount of liquidated damages assessed against Bidder
- 7.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Bidder and the owner.

Part 3: Claim History

1. Provide information about Bidder's claims history as follows:

- 1.1 Has any claim been made against Bidder in the past five years which has resulted in arbitration or litigation? _____
- 1.2 Has Bidder made a claim(s) against any city or other client in the past five years which has resulted in arbitration or litigation? _____
- 1.3 If the answer was yes to Subsections 1.1 or 1.2 , describe each claim(s) using the format below:

Project name _____
 Claim amount _____
 Other party entity name _____
 Other party contact (name and current phone number) _____
 Description of the claim(s), using separate sheets of paper

Part 4: Surety History

1. Provide information about Bidder's surety history as follows:

- 1.1 Has Bidder ever failed to satisfactorily complete a construction contract?

- 1.2 Has a surety completed any portion of a Bidder construction contract within the last five years? _____
- 1.3 If the answer was yes to Subsections 1.1 or 1.2, provide explanation(s) using the format below:

Project name _____
 Surety name _____
 Surety contact (name and current phone number) _____
 Date surety took over the project _____
 Explanation(s), using separate sheets of paper

Part 5: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Statement of Responsibility on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Statement of Responsibility and the accompanying pages and attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By: _____
Name and Title

On Behalf of (Legal Name of Bidder): _____

END OF BIDDER'S STATEMENT OF RESPONSIBILITY

Contract

This public works contract ("Contract") is entered into by and between the City of Fremont ("City") and _____ ("Contractor"), for work ("Work") on the California Nursery Adobe Restroom Renovation Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform Work on the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract and Change Orders;
 - 2.6 Payment and Performance Bonds, and (if required) Warranty Bond;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Notice of Award;
 - 2.11 Notice to Proceed; and
 - 2.12 Other
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$_____ ("Contract Price"), in accordance with the payment provisions in the General Conditions. The Contract Price is fully inclusive of all direct and indirect costs for performing the Work in full compliance with the Contract Documents, including, but not limited to, the items specified in Section 1 of the Bid Proposal, compliance with all General Conditions and Special Conditions requirements, all Work encompassed by the Plans and Specifications, and all taxes, overhead, and profit.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within 60 "calendar days" from the commencement date given in the Notice to Proceed ("Contract Time"). Contractor must commence the Work no later than ten calendar days after the commencement date stated in the Notice to Proceed. By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$1,000 for each day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. Labor Code Compliance.

- 7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.
- 7.2 Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
- 7.4 Minimum Wage.** This Contract may be subject to the City Minimum Wage Ordinance, codified in Fremont Municipal Code Chapter 5.30. Contractor represents it has read and understands the City's minimum wage requirements and agrees to fully comply with the requirements. Contractor shall promptly provide any documents and information required by City to verify compliance.

Contractor shall include all applicable minimum wage requirements in all subcontractor contracts and require subcontractors to comply with the requirements.

If federal, state, and local minimum and prevailing wage laws apply to this Contract, Contractor shall comply with the highest rate of pay applicable.

Contractor's violation of the City's Minimum Wage Ordinance constitutes a material breach of Contract for which the City may pursue all available legal and equitable remedies, including termination.

- 8. Workers' Compensation Certification.** Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
- 9. Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a direct or indirect conflict of interest in relation to this Contract, or in the performance of this Contract, that violates any City ordinance or policy or violates any California law, including under Government Code Section 1090 *et seq.* and under the Political Reform Act as set forth in Government Code Section 81000 *et seq.* and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
- 10. Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the manner in which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Name: City of Fremont
Address: 3300 Capitol Avenue
City/State/Zip: Fremont, California 94538
Phone: < _____ >
Attn: < _____ >
Email: < _____ >
Copy to: < _____ >

Contractor:

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

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Alameda County, and no other place.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.
- 12.8 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

[Signatures are on the following page.]

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

CITY OF FREMONT:

Approved as to form:

Signature

Signature

Name/Title

Name/Title

Date: _____

Date: _____

CONTRACTOR: _____
Business Name

Signature

Seal:

Name/Title

Date: _____

Second Signature (See Section 12.7)

Name/Title

Date: _____

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

END OF CONTRACT

Payment Bond

The City of Fremont ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20__ ("Contract") for work on California Nursery Adobe Restroom Renovation Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

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

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

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

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

SURETY: _____
Business Name

Signature

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

CONTRACTOR: _____
Business Name

Signature

Name/Title

Signature

Name/Title

END OF PAYMENT BOND

Performance Bond

The City of Fremont ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the California Nursery Adobe Restroom Renovation Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, and Contractor has timely provided a warranty bond as required under the Contract, Surety's obligation under this Bond will become null and void upon the City's acceptance of the Project, excluding any exceptions to acceptance, if any. Otherwise Surety's obligations will remain in full force and effect until expiration of the one year warranty period under the Contract.
3. **Surety's Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City that Contractor is in default under Section 13.3 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in that Section 13.3 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

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

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

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

SURETY: _____
Business Name

Signature

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

CONTRACTOR: _____
Business Name

Signature

Name/Title

Signature

Name/Title

END OF PERFORMANCE BOND

Warranty Bond

The City of Fremont ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20__ ("Contract") for work on the California Nursery Adobe Restroom Renovation Project ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in the maximum amount of 20% of the final Contract Price or as otherwise specified in the Contract Documents.
2. **Warranty Period.** The Contract requires Contractor to guarantee its work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one year period commencing with City's acceptance of the Project ("Warranty Period"), and to promptly make repairs or reimburse the City for repairs as further specified in Article 11 of the Contract General Conditions.
3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and remedies at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to make such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
4. **Waiver.** Surety waives the provisions of Civil Code Sections 2819 and 2845.
5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____
6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Alameda County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20_____.

[Signatures are on the following page.]

SURETY: _____
Business Name

Signature

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

CONTRACTOR: _____
Business Name

Signature

Name/Title

Signature

Name/Title

END OF WARRANTY BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the words “day,” “furnish,” “including,” “install,” “work day” or “working day.”

Allowance means an amount included in the Bid Proposal for Work that may or may not be included in the Project, depending on conditions that will not become known until after bids are opened. If the Contract Price includes an Allowance and the cost of performing the Work covered by that Allowance is greater or less than the Allowance, the Contract Price will be increased or decreased accordingly.

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

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

City means the City of Fremont, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s) designated to oversee and manage the Project on City’s behalf.

City Standard Specifications means the current version of City’s Standard Specifications in effect at the time bids were submitted.

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

Contract means the signed agreement between City and Contractor.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment, performance and warranty bonds; the General Conditions; the Special Conditions; the Project Drawings and Specifications; any Change Orders; and any other documents expressly made part of the Contract Documents.

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

Contract Time means the number of calendar days for performance of the Work, as set forth in the Contract and as amended by Change Order.

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

Day means a calendar day unless otherwise specified.

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

DIR means the California Department of Industrial Relations

Drawings means the City-provided plans and graphical depictions of the Project requirements, and does not include Shop Drawings.

Engineer means the City Engineer for City and his or her authorized delegees.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, that: (A) is not covered by Contract unit prices; (B) is not part of or incidental to the scope of the Work; (C) is substantially different from the Work as described in the Contract Documents at bid time; or (D) results from a substantially changed Project condition.

Field Order means written instructions from the Engineer that require or authorize minor changes in the Work that do not affect the Contract Price or Contract Time.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the Engineer's satisfaction, including all punch list items, and any required commissioning, and has provided the City with all required submittals, including the warranty bond, instructions and manuals, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld pursuant to the Contract Documents, including liquidated damages, up to 125% of the amount of any unreleased stop notice, amounts subject to setoff, up to 150% of any unresolved third-party claim for which Contractor is required to indemnify City, and up to 150% of any amount in dispute as authorized by Public Contract Code Section 7107.

Furnish means to purchase and deliver for the Project.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.

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

Inspector means the individual(s) or firm(s) retained by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all applicable codes, regulations, and permits.

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

Plans has the same meaning as Drawings.

Project means the public works project referenced in the Contract.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

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

Section as used in these General Conditions, means a numbered Section of the General Conditions, unless otherwise indicated by the context, such as statutory references.

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

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into this Project by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise indicated by the context.

Technical Specifications means Specifications.

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

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

Worksite means the place or places where the Work is performed.

Article 2 - Roles and Responsibilities

2.1 City.

(A) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor, in the form of Field Orders or otherwise, to ensure proper and timely completion of the Project.

(B) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Contract Documents. The Design Professional's decision(s) regarding interpretation of the Drawings or Specifications is final and conclusive.

2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, equipment and services necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economic and efficient manner in the best interests of City.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences,

procedures, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to the Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

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

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

(E) **Pre-Construction Conference.** City will designate a date and time for the mandatory pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed. Contractor must submit a draft version of the baseline schedule required under Section 5.2, below, at least ten days before the scheduled date for the pre-construction conference, unless a shorter period is specified by the City. The draft baseline schedule must specify the time or number of days allocated for completion of each major item, rather than the specific dates. If the City provides comments on the draft baseline schedule before the pre-construction conference, Contractor must prepare responses to the City's comments for review at the pre-construction conference. At the pre-construction conference Contractor must also present City with the information or documents listed below for City's review and acceptance before the Work commences. Failure to timely comply with any of these pre-construction submittal requirements may operate to delay issuance of the Notice to Proceed and commencement of the Work. Contractor is solely responsible for any resulting delay damages caused by its failure to comply with this provision.

- (1) Qualifications of the proposed on-site superintendent for the Project and his or her 24-hour complete contact information, including email address and telephone numbers during regular hours and after hours;
- (2) List of all other key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- (3) Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;

- (4) If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
 - (5) Responses to City comments on the draft baseline schedule for the Work, and if required in the Special Conditions, proof of order and estimated delivery dates for any long lead time items;
 - (6) Breakdown of lump sum bid items, and cost distribution schedule of prices (schedule of values), to be used for determining the value of Work completed for future progress payments to Contractor;
 - (7) Schedule with a list of Contractor's Project submittals that require City review, and list of the proposed material suppliers;
 - (8) Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
 - (9) Videotape and photographs recording the conditions throughout the Project site before any Work begins, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
 - (10) Contractor's safety program and identification of Contractor's safety officer for the Project;
 - (11) Copies of the required documentation for each Subcontractor, including a copy of the contract between Contractor and each Subcontractor and the Subcontractor's California contractor's license and identification of its authorized representative for the Project;
 - (12) If requested by City, Contractor's cash flow projections; and
 - (13) Any other documents or information specified in the Special Conditions or Notice of Award.
- (F) **Standards; Compliance.** Contractor must, at all times, ensure that the Work is performed in an efficient skillful manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits, including City's municipal code, rules, and regulations, and any orders of the administrative or judicial bodies with jurisdiction over the Work.
- (G) **Progress Meetings.** Contractor, and the Subcontractors requested by City, must attend regular Project progress meetings with City that City will schedule;
- (H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor of Contractor who has proven during the course of the Work to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.
- (I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in workmanship,

materials, parts, or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Drawings, Specifications and every other Contract Document, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. City may elect to retain defective Work and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records. Project records subject to this provision include: records relating to preparation of Contractor's bid; Project cost and accounting records; Project employment records; a record copy of the Contract Documents, including the Project Plans and Specifications, Addenda, Change Orders, RFIs and RFI responses, Field Orders, and approved Shop Drawings; contracts with Contractor's suppliers and Subcontractors for the Project; and all notes, daily logs and memoranda relating to the Work.

- (1) Contractor's cost and accounting records must include all supporting documentation, including original purchase orders, receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.
- (2) Contractor must continue to maintain its Project records in an organized manner, according to generally accepted accounting principles, for a period of four years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours. Contractor must also provide copies of the Project records to City upon request.

(K) **Copies of Project Documents Onsite.** Contractor and its Subcontractors must keep copies, at the Project site, of the Work-related documents, including the Contract, Drawings, Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Field Orders, approved Shop Drawings, and any related written interpretations. The Contract Documents, as-built drawings, and all Worksite copies must be available to City for reference at all times.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City requires each Subcontractor proposed to perform the Work, to be fully experienced and financially stable, and to possess the technical ability and adequate workforce to perform the required Work. Each Subcontractor must obtain a City business license before performing any Work. Each Subcontractor must also pay City business tax and registration tax for a business license, under Fremont Municipal Code Chapter 5.05, before performing any Work.

(B) **Contractual Obligations.** Contractor must include a provision in each of its subcontracts that incorporates by reference, and requires the Subcontractor to be bound to and comply with, the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, and to likewise bind their own subcontractors or suppliers. Such provisions to be incorporated by reference specifically include, but are not limited to, the following obligations of Contractor under the Contract Documents: indemnification of City; City business tax and registration tax compliance; insurance coverage; and compliance with nondiscrimination and all other applicable laws. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

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

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code Section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing.

2.4 Coordination of Work.

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

(B) **Defects.** Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work.

2.5 **Submittals.** Unless otherwise specified, Contractor must submit the following to the Project Manager for review: all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, and any other submittals requested by the Project Manager. Unless otherwise specified, all submittals, including Requests for Information, are subject to the provisions of this Section.

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

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current approved schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project. For planning purposes, Contractor should assume at least 14 days for City review of each submittal or batch of submittals, and a longer time period for complex submittals or for large batches of submittals.

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

(D) **Required Corrections.** If City notes exceptions and requires corrections for any submittal, Contractor must promptly make and submit the required corrections to City in full conformance with the requirements of this Section.

(E) **Effect of Review and Acknowledgement by City.** City's review and acknowledgement of a submittal that results in no exceptions taken by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review and acknowledgement of a submittal by City with no exceptions taken is not an assumption of risk or liability by City.

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

(G) **Excessive RFIs.** A Request for Information will be considered excessive or unnecessary if City determines that the explanation or response to the Request for Information is clearly and unambiguously discernable from the Contract Documents or in any Field Order that City has issued. City's costs to review and respond to excessive or unnecessary Requests for Information may be deducted from payments otherwise due to Contractor.

(H) **Additional Requirements for Submittals.** Any additional requirements for submittals may be included in the Special Conditions or Specifications.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to show all necessary details. Unless otherwise specified by City, three copies must be provided to the Engineer for review at least 30 days before the Work will be performed. If City notes exceptions or requires changes, three copies of the corrected Shop Drawings must be resubmitted to the Engineer for review. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are reviewed by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections, any deviations from the Contract Documents, and for the results obtained by the use of Shop Drawings. Review of Shop Drawings by the Engineer does not relieve Contractor of Contractor's responsibility.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Drawings and Specifications.** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all work and services and supply all things reasonably related to and inferable from the Contract Documents. In the case of discrepancy, ambiguity, or possible conflict between the Drawings and Specifications, the more stringent requirement will apply. Any arrangement or division of the Drawings and Specifications in sections is for convenience and is not to limit the Work required by separate trades. A conclusion presented in Drawings or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusion. Subject to the limitations of Public Contract Code Section 1104, it is Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including under the Drawings or Specifications, Contractor must immediately submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The Request for Information must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. City will not extend the Contract Time due to Contractor's failure to submit a timely Request for Information to the Engineer.

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

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

(E) **Measurements.** Contractor must verify all relevant measurements at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. The Contract Documents are complementary. In the case of discrepancy, ambiguity, or possible conflict in the Contract Documents, the more stringent requirement will apply. Contractor shall request confirmation with a Request for Information (RFI). The following order of precedence will prevail:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Notice of Award;

- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment, Performance and (if required) Warranty Bonds;
- (I) Specifications;
- (J) Drawings;
- (K) Contractor's Bid Proposal and attachments;
- (L) Notice Inviting Bids;
- (M) Instructions to Bidders;
- (N) City Standard Specifications;
- (O) City Standard Details; and
- (P) Any other documents prepared by and on behalf of a third party that were not prepared specifically for this Project.

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

(A) **Limitations.** None of the "General Provisions" of the Standard Specifications, i.e., Sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

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

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

- (1) Any reference to the "Engineer" is deemed to mean the City Engineer.
- (2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions, or any portions thereof, are expressly included in the Contract Documents under Section 2 of the Contract.
- (3) Any reference to the "Department" or "State" is deemed to mean City.

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

3.5 Current Versions. Unless otherwise specified by City, any reference to the City Standard Specifications, Standard Plans and Standard Details, technical specifications, or any City or California codes or regulations means the latest specification, code or regulation in effect at the time that bids were due.

Article 4 - Bonds, Indemnity, and Insurance

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included with the Contract Documents.
- (A) **Surety.** Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.
- (B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor may be required provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.
- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, including its elected officials, officers, agents, employees, consultants and volunteers (individually, an "Indemnitee," and collectively the "Indemnitees"), from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, including its officers, agents, representatives, employees, Subcontractors and suppliers, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code Section 9201. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.
- 4.3 Insurance.** No later than ten days following issuance of the Notice of Award, and before commencing any Work, Contractor must, at its sole expense, procure the insurance coverage required by this Section and provide acceptable proof of the coverage to the satisfaction of City's Risk Manager. Proof of coverage must be evidenced within the body of the insurance policies or in the form of certificates and endorsements as described below. The required insurance must cover Contractor, including its officers, agents, representatives, employees, Subcontractors and suppliers, for claims now and in the future that may relate to or arise from the performance of the Work. The insurance must remain in full force and effect throughout the duration of the Contract. The insurance must be issued by companies licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. Contractor's procurement of the required insurance will not be construed to relieve Contractor of any performance obligations, to limit Contractor's liability, or to fulfill Contractor's indemnification obligations under the Contract. Contractor may carry any additional insurance it deems necessary or prudent, at its sole expense.

(A) **Insurance Coverage and Limits.** Any available insurance proceeds related to this Contract that are broader than or in excess of the specified minimum insurance coverage requirements or limits for Contractor must be made available to the additional insureds under this Contract. The requirements for Contractor's coverage and limits are: (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insureds, whichever is greater. The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary and non-contributory basis for the benefit of City, before City's own insurance or self-insurance will be called upon to protect it as a named insured.

(B) **Minimum Scope of Insurance.** Contractor must procure and maintain all of the following insurance coverage for this Contract, unless otherwise specified in the Special Conditions:

- (1) Insurance Services Office Commercial General Liability ("CGL") insurance that includes:
 - a) Blanket contractual liability coverage;
 - b) Contractor's protected coverage;
 - c) Broad form property coverage;
 - d) Personal injury coverage;
 - e) Completed operations coverage; and
- (2) Insurance Services Office Automobile Liability insurance, Code 1 (any auto).
- (3) Builder's Risk insurance.
- (4) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- (5) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.
- (6) Any other insurance coverage City may require in the Special Conditions.

(C) **Minimum Limits of Insurance.** Contractor must maintain coverage limits of at least the following for this Contract, unless otherwise specified in the Special Conditions:

- (1) CGL insurance: Issued on an occurrence basis, with \$2,000,000 per occurrence for bodily injury, personal injury and property damage and \$4,000,000 general aggregate. If CGL insurance or other form with a general aggregate liability is used, either the general aggregate limit must apply separately to this Contract or the general aggregate limit must be twice the required occurrence limit.
- (2) Automobile Liability insurance: \$1,000,000 per accident for bodily injury, death and property damage. For owned, loaned, hired and non-owned autos.
- (3) Builder's Risk insurance: Issued on an occurrence basis, with all-risk coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

- (4) Employer's Liability insurance:
- a) Bodily Injury by Accident - \$1,000,000 each accident;
 - b) Bodily Injury by Disease - \$1,000,000 policy limit; and
 - c) Bodily Injury by Disease - \$1,000,000 each employee.

(5) Any other limits City may require in the Special Conditions.

(D) ***Deductibles and Self-Insured Retentions.***

- (1) Any deductible or self-insured retention (SIR) applicable to Contractor's insurance must be declared to and approved by City. At City's option, either: a) the insurer must reduce or eliminate such deductible or SIR with respect to City, including its elected officials, officers, agents, employees, consultants, volunteers and Design Professional; or b) Contractor must procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- (2) Policies containing any SIR provision must provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City.
- (3) City reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right will not constitute a waiver of the right to exercise it later.

(E) ***Endorsements.*** The required CGL, automobile liability and builder's risk insurance policies must contain, or be endorsed to contain, the following provisions:

- (1) City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional, are covered as additional insureds as respects: any alleged liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; any automobiles owned, leased, hired or borrowed by Contractor. The coverage will contain no special limitations on the scope of protection afforded to City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional.
- (2) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional.
- (3) The insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.
- (4) The policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(F) ***Insurance Certificates and Endorsements.*** Contractor must furnish properly executed certificates of insurance from insurance companies acceptable to City, with signed copies of the specified endorsements for each policy as required in Subsection M below. Such documentation must clearly evidence all coverages as required above, including specific evidence of separate endorsements naming City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional as additional insureds as also

required above. The certificates must also provide that such insurance will not be materially changed, terminated or allowed to expire except after 30 days prior written notice thereof has been filed with the City Clerk by certified mail, return receipt requested, unless the change or termination is due to non-payment of premiums, in which case ten days prior written notice thereof must be filed with the City Clerk.

(G) **Completed Operations.** Contractor must maintain the required insurance coverage to the fullest amount allowed by law and must maintain the insurance for a minimum of five years following Final Completion of the Project. In the event Contractor fails to obtain or maintain completed operations coverage as required herein, City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

(H) **Cross-Liability.** The CGL policy must include a cross-liability or severability of interest endorsement.

(I) **Failure to Maintain Insurance Coverage.** Contractor's failure, for any reason, to maintain the required insurance coverage will be deemed a material breach of this Contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from such breach. Alternatively, City may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by City for the insurance.

(J) **Primary and Non-Contributory.** Contractor's insurance coverage under this Contract will be primary insurance as respects City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional. Any insurance or self-insurance maintained by City, its elected officials, officers, agents, employees, consultants, volunteers or Design Professional, will be excess of Contractor's insurance and will not contribute with it. The additional insured coverage under Contractor's policies will be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and will be at least as broad as CG 20 01 04 13.

(K) **Subcontractors.** Contractor must require all Subcontractors to maintain the same levels of insurance and provide the same indemnity that Contractor is required to provide under this Contract, including the requirements related to the additional insureds and waivers of subrogation. Contractor must require each Subcontractor to provide evidence of the required insurance and endorsements prior to the Subcontractor's commencement of any Work. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

(L) **Subrogation Waiver.** Contractor agrees to waive subrogation rights against City, regardless of the applicability of any insurance proceeds, and to require all Subcontractors or others involved in any way with the Work to do likewise. Each required insurance policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional.

(M) **Verification of Coverage.** Contractor must furnish City with original endorsements effecting coverage required by this Section 4.3. The endorsements must be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements must be received and approved by City's Risk Manager before the Work commences. Contractor must provide substitute insurance coverage, and written proof of the substitute insurance coverage, to City, in the form of policies, certificates and endorsements acceptable to City's Risk Manager, no later than 30 days prior to the expiration date of any insurance policy required under this Contract.

- 4.4 Warranty Bond.** If required for this Project, within ten days following issuance of the notice of award, Contractor must submit a warranty bond, using the form included with the Contract Documents, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for 20% of the awarded Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City.

Article 5 - Contract Time

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

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

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

- 5.2 Schedule Requirements.** All schedules must be prepared using standard scheduling software acceptable to City, and must provide schedules in electronic and paper form as requested.

(A) **Baseline (As-Planned) Schedule.** Within three calendar days following City's issuance of the Notice to Award (or as otherwise specified in the Special Conditions), Contractor must submit to City for review a final baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time. The final baseline schedule must be based on the draft baseline schedule submitted for the pre-construction conference pursuant to Section 2.2, above, and must incorporate City comments as directed during the pre-construction conference. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, the activity's dependence on completion of other activities, and the duration of the activity. Notwithstanding anything in the documents to the contrary, the Baseline Schedule shall be inclusive of the entire Time for Completion.

- (1) **Specialized Materials Ordering.** The baseline schedule must include ordering and estimated delivery dates for specialized materials or items that are not readily available from suppliers.

(2) **Long Lead Time Items.** The baseline schedule must include realistic estimates of the lead time required for ordering items that require a long lead time, such as items that must be specially fabricated or are subject to special handling or shipping.

(B) **City's Review of Schedules.** City will review and may note or take exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions taken in a schedule and must, within seven days, correct the schedule to address them.

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

(1) **Float.** The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and not to Contractor.

(2) **Failure to Submit Schedule.** Reliable, up-to-date schedules are essential to timely, efficient and cost-effective administration of the Project. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has taken no further exceptions.

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

(E) **Effect of Acknowledgement.** Contractor and its Subcontractors must perform the Work in accordance with the most current schedule unless otherwise directed by City. City's review of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times prominently post in its on-site office a copy of the most current progress or recovery schedule that has no exceptions taken by City.

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

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, from 7:30 a.m. until 4:00 p.m., except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge

Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

(I) **Additional Requirements for Work Schedules.** Any additional requirements for Work schedules may be included in the Special Conditions or Specifications.

5.3 Delay and Extensions of Contract Time.

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

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

- (1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;
- (3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for the timely performance and completion of the Work;
- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents or other information provided or available to Contractor; or
- (5) Contractor's financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(C) **Compensable Delay.** Pursuant to Public Contract Code Section 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay, or that does not affect the time for Final Completion, based on the critical path in the baseline schedule.

(D) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the

critical path Work scheduled for that day, based on the most recent progress schedule reviewed by City. Recoverable Costs will not include home office overhead or lost profit.

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

- (1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay, and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.
- (2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed, or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed, or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of calendar days, if any, by which an Excusable Delay or a Compensable Delay exceeds a concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs for Compensable Delay, only if, and only to the extent that, such delay will unavoidably delay Final Completion.
- (3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.
- (4) *Burden of Proof.* Contractor has the burden of proving that: (a) the delay was an Excusable or Compensable Delay, as defined above; (b) Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; (c) the delay will unavoidably result in delaying Final Completion; and (d) any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.
- (5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code Section 7102.
- (6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

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

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code Section 7203, if Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

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

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

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

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **No Limitation on Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of default or damage, including damage to property or persons, or for defective materials or workmanship. This provision for liquidated damages will not apply to the Contract or limit City in any way if Contractor abandons the Work. In such event, Contractor will be liable to City for all losses incurred.

Article 6 - Contract Modification

6.1 Contract Modification and Changes in Work. Modifications to the Contract are valid and legally binding only if, duly authorized by a written and signed Field Order or Change Order. City may also make changes in the Work without invalidating the Contract. City may direct changes in the Work, which may include Extra Work as set forth in Subsection (B) below. Any change in the Work, whether directed by City or pursuant to Contractor's request for a Change Order under Section 6.2 below, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation pursuant to Public Contract Code Section 7101 based on cost reduction

changes or “value engineering,” unless otherwise specified in the Special Conditions, or unless expressly authorized in advance in writing by City.

(A) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. In the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. Contractor’s sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(B) **Extra Work.** Contractor must promptly perform any Extra Work authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on the adjustments to the Contract Price or Contract Time for such work. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. Contractor must also provide City with summary report(s) of the Extra Work performed and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs. The Engineer will make any adjustments to Contractor’s Extra Work report(s) based on the Engineer’s records of the Work. When an Extra Work report(s) is agreed on and signed by both City and Contractor, the report(s) will become the basis for payment under a duly authorized and signed Change Order.

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

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

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

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

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions.

(D) **Required Form.** Contractor must use City's form(s), or a format(s) approved by City, for submitting all Change Order requests or proposals, unless otherwise specified by City during the pre-construction conference.

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

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete, and agrees that any costs, expenses, or time extension request not included herein is deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code Sections 12650 *et seq.*"

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods, but in the order provided:

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices in a bid schedule, will apply if unit pricing has previously been provided in Contractor's accepted bid schedule for the affected Work. No additional markup for overhead or profit or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon lump sum, with no additional markup for overhead, profit or other indirect costs. Contractor shall provide backup documentation to support any Lump Sum proposal to adjust the contract price, to the satisfaction of the City Engineer, including but not limited to subcontractor and lower-tier subcontractor quotes and any other documents required by the City. Markups on Lump Sum proposals shall be no greater than those allowed by paragraph (C) Time and Materials below.

(C) **Time and Materials.** On a time and materials basis, which may include a not-to-exceed limit, calculated as the total of the following sums:

- (1) All direct labor costs, plus 15 percent markup;
- (2) All direct material costs, including sales tax, plus 15 percent markup;
- (3) All direct plant and equipment rental costs, plus 15 percent markup; and
- (4) All direct subcontract costs, plus 15 percent markup for the first \$2,000 in such costs and five percent markup for all subcontract costs in excess of \$2,000.

(D) **Markup.** Markup is deemed to include all indirect costs, including overhead and profit. Any additional bond or insurance premium costs will be considered to be included in the amounts charged to City as set forth above.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed change order, including disputes over the amount of compensation or extension of time that contractor has requested, the value of deleted or changed work, what constitutes extra work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the amount of compensation and added time that the City believes is merited. Contractor's sole recourse to

dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

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

6.6 Value Engineering. Unless otherwise specified in the Special Conditions, this Contract does not provide for payment of extra compensation to the Contractor for cost reductions resulting from a proposal submitted by the Contractor, and Contractor will not be entitled additional compensation for value engineering pursuant to Public Contract Code Section 7101.

Article 7 - General Construction Provisions

7.1 Permits and Taxes.

(A) **General.** With the exception of City building permit fees, Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license. Contractor and all Subcontractors must pay City business tax and registration tax for the business license under Fremont Municipal Code Chapter 5.05. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work. Contractor will be solely responsible for finalizing and closing out all permits for the Project issued by City's building department and all other government agencies with jurisdiction over the Project.

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

7.2 Temporary Facilities. Except as otherwise specified in the Special Conditions, and in addition to any requirements in the Specifications pertaining to temporary facilities, Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for material and equipment, a field office (including a fully operational field office within contractor's construction trailer for construction manager's use including electrical power, internet, heating and cooling, sanitary facilities), utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The locations of all temporary facilities must be approved by the City prior to installation.

(A) **Standards.** Such structures must be safe and adequate for the intended use, and installed and maintained in accordance with all applicable federal, state, and local laws, codes, and regulations.

(B) **Screening.** Contractor must fence and screen the Project site and staging area, and its operation must minimize inconvenience to neighboring properties.

(C) **Utilities.** Contractor must install and maintain the light, power, water and all other utilities required for the Project site, including the piping, wiring, lamps and related equipment necessary to perform the Work.

(D) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

(E) **Additional Requirements.** Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

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

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

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

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

7.5 Worksite and Nearby Property Protections.

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

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work, the Project site, City's real or personal property, and the real or personal property of adjacent or nearby property owners.

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

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

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

(C) **Reporting Damage.** If any death, personal injury or property damage occurs in connection with the performance of the Work or otherwise in relation to the Project or the Contract, Contractor must immediately notify City. Contractor must first notify the Project Manager and the City Risk Manager's office by telephone and then promptly submit to the Project Manager and City Risk Manager a written report, in a form acceptable to City, with the following information: (1) a detailed description of the damage or injury, including the location, the circumstances, and the name and address of any injured or deceased person(s) and any affected property owner(s); (2) the name and address of any witnesses to the incident; and (3) the name and address of Contractor's insurance company representatives.

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

(E) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by law.

(F) **Post-Construction Restoration.** Contractor must ensure, as part of the Work, that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements.

(G) **Additional Requirements.** Any additional requirements for protecting the Work, the Project site and the adjacent or nearby property may be included in the Special Conditions or Specifications.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must furnish evidence satisfactory to the Project Manager concerning the kind and quality of materials and equipment provided. Contractor must also employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all

components required for complete installation and intended operation, and must be installed in accordance with the manufacturer's recommendation. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1 below. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

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

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required, including payment of any royalties or license fees, for the use for or incorporation into the Work of an invention, design, product, material, equipment, device, or process that is patented, copyright-protected, or subject to advance licensure for use. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

(D) **Certificate of Compliance.** When a Certificate of Compliance is specified or for any material produced outside of the United States, Contractor must submit a Certificate of Compliance before incorporating that material into the Project. The Certificate of Compliance must be in a form acceptable to the Engineer, identifying the material and its source, and the lot. The Certificate of Compliance must be signed by the material producer stating that the material fully complies with the applicable requirements of the specifications. Submission of a Certificate of Compliance will not limit Contractor's continuing obligation to use only materials that conform with the requirements of the Contract Documents.

7.7 Substitutions.

(A) **"Or Equal."** Any specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name that is followed by the words "or equal" is intended to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service.

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

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

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

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City with no increase in Contract Price or Contract Time.

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

(G) **Additional Requirements for Substitutions.** Any additional requirements for substitutions may be included in the Special Conditions or Specifications.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, provide City with safe access to the Worksite and make all portions of the Work available for inspection.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than two Working Days before any inspection or testing, and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond specified Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by City's inspectors or any independent testing consultants retained by City, subject to the following exceptions:

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

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

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs. If the Engineer requests to see a covered or concealed portion of the Work that was not subject to such testing or inspection, Contractor must promptly uncover the Work but may also submit a request for a Change Order for the cost of uncovering and then recovering that portion of the Work. However, if the uncovered Work does not conform to the Contract Documents, Contractor must pay all such costs and will not be entitled to any adjustment to the Contract Time or Contract Price.

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

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

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

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

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

(G) **Additional Requirements for Testing and Inspection.** Any additional requirements for inspection and testing may be included in the Special Conditions or Specifications.

7.9 Worksite Maintenance and Operation. Contractor must at all times, on a 24 hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean and neat condition and in compliance with all regulatory requirements for air quality and dust control. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

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

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If the Engineer determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Worksite and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials. Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

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

(2) If the Contract Documents include the Caltrans Standard Specifications, Contractor must comply with the Caltrans requirements for disposal of material outside of the highway right of way.

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

(E) **Completion.** At the completion of the Work, Contractor must remove from the Worksite all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Worksite, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas, leaving those areas in the condition originally found or better.

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

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

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

(B) **Instruction of Personnel.** Contractor or its Subcontractors must instruct City's personnel in the operation and maintenance of any complex equipment as a condition precedent to Final Completion, if required in the Contract Documents.

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

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Progress payments may be delayed, in whole or in part, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Drawings must be shown in detail. The location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation.

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

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

7.13 Notice of Excavation. Government Code Section 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert ("USA") at 800-642-2444 (for Northern California), at least two working days but not more than 14 calendar days before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations, and, if practical, Contractor must delineate with white paint or other suitable markings the area to be excavated. Contractor is required to contact USA before beginning Work on the Project, and take appropriate measures to avoid damaging or obstructing access to subsurface installations.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code Section 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;

(2) Subsurface or latent physical conditions at the Worksite differing from those indicated by information about the Worksite made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Worksite of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (A) above, Contractor will not be excused from any scheduled completion date provided for in the Contract Documents, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between Contractor and City.

- 7.15 Trenching of Five Feet or More.** As required by Labor Code Section 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.
- 7.16 New Utility Connections.** Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.
- 7.17 Lines and Grades.** Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must engage a California licensed surveyor to provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans.
- 7.18 Historic or Archeological Items.**
- (A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").
- (B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. Any suspension of Work required due to discovery of Historic or Archeological Items will be treated as a suspension for convenience under Article 13.
- 7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.
- (A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control. The noise level from Contractor's operations must not exceed 86 dBa at a distance of 50 feet at any time. In addition, Contractor must comply with all applicable noise control laws, ordinances, regulations and rules, including any noise mitigation requirements in an environmental document applicable to the Project, such as a mitigated negative declaration or environmental impact report. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

Article 8 - Payment

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

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods stipulated in the Contract Documents. For progress payments, compensation for unit-priced items will be based on the actual quantities installed during the preceding month, with the exception of items identified by City as a "Final Pay" items on the Bid Schedule, which will be paid for based solely on City's estimated quantities, except as provided in Section 8.8, on Final Payment.

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

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

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

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code Section 20104.50. City will deduct a percentage from each progress

payment as retention, as set forth in Section 8.5, below, and may deduct additional amounts as set forth in Section 8.3, below.

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

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

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Worksite City may deduct an amount based on the estimated cost to repair or replace;

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments;

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct any amount based on the City's estimated cost to correct or complete the Work;

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed;

(F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount equal to five percent of the total amount requested;

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

(H) For Work performed without City review of Shop Drawings, when review of Shop Drawings is required before proceeding with the Work, City may deduct any amount based on the estimated costs to correct unsatisfactory Work or diminution in value;

(I) For fines assessed under the Labor Code, as required by law; or

(J) For any other costs or charges that may be offset against payments due, as provided in the Contract Documents, including liquidated damages.

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

8.5 Retention. City will retain five percent of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

(A) **Substitution of Securities.** As provided by Public Contract Code Section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this

provision must fully comply with Public Contract Code Section 22300, and will be subject to approval as to form by City's legal counsel.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or Section 8.6, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(D) below, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete under Public Contract Code Section 7107(c).

8.6 Setoff. City is entitled to set off any amounts due from Contractor against any payments due to Contractor. City's entitlement to setoff includes progress payments as well as Final Payment and unreleased retention.

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

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

(B) **Joint Checks.** City reserves the right to issue joint checks made payable to Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by City. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.8 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Adjustments to under-payment or over-payment in previous progress payments, including adjustments to payments for unit-priced items based on actual quantities, may be included in the calculation of Final Payment. However, compensation items for identified by City as a "Final Pay" item on the Bid Schedule (marked "F") will be based solely on the estimated quantities provided in the Bid Schedule. Only changes in quantities due to design changes will be measured and paid separately pursuant to a Change Order. The date of Final Payment is deemed to be effective on the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

8.9 Release of Claims. City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts, in accordance with Civil Code Section 8120, *et seq.* Any disputed amounts may be specifically excluded from the release.

8.10 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable federal and California laws, including the California Fair Employment and Housing Act (Government Code Sections 12900 *et seq.*), Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Under Labor Code Section 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Under Labor Code Section 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.
- (D) **Notices.** Under Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.
- 9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code Section 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Worksite.
- (A) **Penalties.** Under Labor Code Section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- (B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the current applicable prevailing wage rates under federal law, available online at <http://www.access.gpo.gov/davisbacon/ca.html>.
- (C) **Local Requirements.** If this Project is subject to Fremont's minimum wage requirements in addition to state and federal prevailing wage requirements, Contractor and its Subcontractors are required to pay the highest rate of pay provided by law.
- 9.4 Payroll Records.** Contractor must comply with the provisions of Labor Code Sections 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

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

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

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

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

(C) **Enforcement.** Upon notice of noncompliance with Labor Code Section 1776, Contractor or Subcontractor has ten days in which to comply with requirements of this Section. If Contractor or Subcontractor fails to do so within the ten day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.

9.5 Labor Compliance. Under Labor Code Section 1771.4, the Contract for this Project, if awarded on or after January 15, 2015, is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

(A) **Reporting Requirements.** Contractor must immediately provide a written report to City of all recordable accidents and injuries occurring at the Worksite. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by law or regulation.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor's safety program,

require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

- 10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.
- 10.3 Material Safety.** Contractor is solely responsible for complying with Section 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain **Material** Safety Data Sheets ("**M**SDS") at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The **M**SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

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

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

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

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection.** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. Based on that inspection, City will prepare a punch list of items that are incomplete, incorrectly installed, or not operating as required by the Contract Documents. The omission of any such item from this punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents.

(B) **Punch List.** City will deliver the punch list to Contractor and will specify the time by which all of the punch list items must be completed or corrected. The punch list may include

City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. Following the final inspection, City will charge Contractor for City's staff time and any other costs incurred for City's additional inspection(s) and review(s) of incomplete or unacceptable punch list Work.

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

(D) **Acceptance.** The Project will be considered accepted upon the date specified in the Engineer's written memorandum of acceptance. The City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list. With the exception of warranty work, City's acceptance, subject to any express exceptions, terminates Contractor's duty to perform the Work.

(E) **Final Payment.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment.

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of City's acceptance of the Project pursuant to Section 11.1(D) (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

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

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

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period.

(F) **City's Remedies.** If Contractor, or its responsible Subcontractor, fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform to the Contract Documents at Contractor's sole expense. Contractor, or its surety, must reimburse City for its costs within 30 days following City's submission of a demand(s) for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to correct the defective Work.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform to the Contract Documents at Contractor's sole expense. Contractor, or its surety, must reimburse City for its costs within 30 days following City's submission of a demand(s) for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to immediately correct the defective Work, including any associated overtime charges.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

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

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

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

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

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time,

including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

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

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

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

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

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

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

(1) General introduction, specifically identifying the submission as a "Claim" submitted under this Article 12.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City's rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

(a) The background of the issue, including references to relevant provisions of the Contract Documents;

(b) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

(c) A chronology of relevant events;

(d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and

(e) Use of a separate page for each issue.

(4) Summary of issues and damages.

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

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 *et seq.*)"

(C) **Submission Deadlines.**

(1) A Claim must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part.

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

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.8, above.

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

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

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

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

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

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

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

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

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

12.5 Mediation and Government Code Claims.

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

(B) **Government Code Claims.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

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

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

- 12.7 Arbitration.** It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Damages.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula may not be used for any recovery under the Contract.
- 12.9 Multiple Claims.** In the interest of efficiency, City, acting in its sole discretion, may elect to process multiple Claims concurrently, in which case the applicable procedures above will be based on the total amount of such Claims rather than the amount of each individual Claim. Any such election will not operate to change or waive any other requirements of this Article.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

- 13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City's satisfaction.
- (A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.
- (B) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.
- 13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work as directed by City. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience. However, the time for completing the Project will only be extended if the suspension causes or will cause delay in Final Completion.
- 13.3 Termination for Default.** Contractor may be deemed in default for any material breach of or inability to perform the Contract, including Contractor's: refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers; refusal or failure to correct rejected Work or replace or repair any damage caused by Contractor, its agents, or Subcontractors; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; abandonment of the Work; or responsibility for any other material breach of the Contract requirements.

(A) **Notice of Default.** Upon City's determination that Contractor is in default, City may provide Contractor and its surety a written notice of default. The notice may, in City's sole discretion: provide an opportunity for Contractor to immediately cure the default; inform Contractor of City's intent to cure the default; or inform Contractor of City's intent to terminate the Contract as set forth below.

(B) **City's Right to Cure.** City may choose to cure the default through use of its own forces and charge Contractor for all resulting expenses. Such expenses may include charges for all City staff time spent and charges for any replacement contractor(s) engaged to cure the default, and any associated expenses such as for City administrative staff time, consultant fees and attorney's fees. Interest on all expenses will also be charged, in the amount of seven percent per annum from the date of payment for each expense. City may deduct all such expenses and costs from amounts otherwise payable to Contractor under the Contract.

(C) **Notice of Termination.** Within seven calendar days after the written notice of default has been given, unless the default is otherwise cured or arrangements to cure the default have been made and memorialized in writing to City's satisfaction, City may terminate the Contract by providing written notice thereof to Contractor with a copy to Contractor's surety.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to, within seven calendar days from the date of City's notice of termination, arrange for completion of the Work in accordance with the Performance Bond, Contractor's surety will be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces. City may use City staff or hire a replacement contractor(s), or use any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional expenses and costs incurred by City to complete the Work following termination. Such expenses may include charges for all City staff time spent and charges for any replacement contractor(s) engaged to complete the Work, and any associated expenses such as for City administrative staff time, consultant fees, and attorney's fees. Interest on all expenses will also be charged, in the amount of seven percent per annum from the date of payment for each expense. In addition, City will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

(E) **Other Rights and Remedies.** No Contract termination by City, or other action City takes following such termination, will prejudice, limit or extinguish any other rights or remedies that will remain available to City by law or under the Contract Documents upon such termination. City may proceed against Contractor following Contract termination to recover all losses and costs City has suffered or incurred relating to Contractor's default.

(F) **Wrongful Termination.** If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

13.4 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. Subject to City's directions in the notice, Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the

Work that is not terminated. Contractor must also promptly cancel all existing subcontracts that relate to performance of the discontinued Work.

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

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

(2) *Demobilization.* Actual and substantiated demobilization costs; and

(3) *Markup.* Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

13.5 Effect of Any Contract Termination. Upon any termination pursuant to this Article, City may enter upon and take possession of the Project and the Work. City may also take possession of, for the sole purpose of completing the Work, all of Contractor's tools, equipment and appliances, and all materials on the Worksite or stored off the Worksite that will be incorporated in the Work. Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

14.1 Assignment of Unfair Business Practice Claims. Under Public Contract Code Section 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.

14.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

14.3 Waiver. City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

14.4 Titles, Headings, and Groupings. The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

14.5 Statutory and Regulatory References. With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.

END OF GENERAL CONDITIONS

Special Conditions

1. Authorized Work Days and Hours.

1.1 Authorized Work Days. Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project on the following days of the week and corresponding times, excluding holidays observed by City:

Weekday (Monday-Friday) from 7:00am to 7:00pm
Saturdays or holidays from 9:00am to 6:00pm

2. Warranty Bond Requirement Waived. The warranty bond requirement set forth in Section 4.4 and Section 11.1(C) is waived and does not apply to this Contract. Except as expressly stated, all other Final Completion and Warranty provisions set forth in Article 11 are unchanged and remain in full force and effect.

3. Weather Delays. This provision is intended to supplement the requirements of General Conditions Section 5.2 on Schedule Requirements and Section 5.3 on Delays and Extensions of Contract Time.

3.1 “Weather Delay Day.” A “Weather Delay Day” is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Worksite clean up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule.

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

Month	# Normal Weather Delay Days
January	09
February	10
March	09
April	06
May	03
June	01
July	00
August	00
September	01
October	03
November	06
December	10

3.3 Extension of Time. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month, as set forth in Section 3.2 above, subject to the following limitations:

- (A) Contractor must fully comply with the applicable procedures in Article 5 and 6 of the General Conditions regarding requests to modify the Contract Time.
- (B) Normal Weather Delay Days which do not occur during a given month do not carry over to another month.
- (C) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

END OF SPECIAL CONDITIONS

DIVISION 1: GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

1.01 GENERAL

- A. The Work to be performed under this Contract shall consist of furnishing all facilities, tools, labor and equipment, materials, supplies, and manufactured articles necessary for the completion of the Project. It shall also include, but not be limited to the furnishing of all transportation and services, including fuel, power, water, temporary facilities, permits, communications, and coordination for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. This project includes removing the existing concrete on the ramp leading to the Maintenance Admin building and walkway in the maintenance yard. Re-install concrete as required to comply with ADA Standards. Install new ADA path of travel from the maintenance yard to the exterior public sidewalk with a man gate. Modify existing restrooms, locker rooms, and a drinking fountain to comply with ADA per drawings and specifications.

B. SCOPE OF WORK

The required construction includes, but not limited to the following:

1. Demolition work required in order for new scope of work to take place;
2. Form work;
3. Concrete work;
4. Metal work;
5. Interior stud framing;
6. Building finishes;
7. Plumbing Work;
8. Electrical Work;

C. Preserve intact the following:

1. All existing facilities and elements not replaced by the new construction shall be protected or returned to an as-was condition, unless otherwise noted.

D. The following measures need to be taken for the duration of the Project:

1. The buildings will remain open and operational to the extent possible during the entire duration of construction. It is crucial for contractor to coordinate work with occupants to allow access to certain areas and provide adequate safety measures to block off work areas.
2. Recycling or re-use of the construction debris by weight per requirements specified in Section 01505.
3. Demolition shall be conducted in a manner that minimizes soil disturbance and maintains dust control and traffic flow on the adjacent streets as well as on the jobsite. The Contractor is responsible for alleviation or prevention of dust nuisance arising from the work on this project by use of water or dust palliatives or other most effective Best Management Practices, and as required by the Project Manager.

4. The site shall be maintained in a safe condition at all times and left at the end of the work free of garbage and demolition debris.
- E. The City may designate an area for Contractor's storage. However, the City will not be responsible for the safety and security for any of Contractor's items.

1.03 PERMITS REQUIRED

- A. Permits: The Contractor prior to performing any work governed by the permits shall obtain all permits required for the performance of the Work. The City makes the contractor aware that separate permits are required for all deferred approval items specified in the construction documents. The City shall pay for all permit fees.

1.04 BEGINNING AND COMPLETION OF THE WORK

- A. Contract Time: In accordance with the provisions of the Agreement, the Contractor shall begin the Work on the date specified in the written Notice to Proceed from the City, and shall complete all of the Work required by the Contract Documents including final cleanup of the premises, within the Contract Time set forth in the NOTICE INVITING BIDS.
- B. Liquidated Damages: In the event the Work is not completed within the Contract Time Liquidated Damages will be accessed as stipulated in the CONTRACT.

1.05 ORDER OF THE WORK

- A. The Work shall be carried on at such places on the project and also in such order or precedence as may be found necessary by the Construction Manager to diligently complete the Project. After work has begun on any portion of a designated part of the Project, it shall be carried forward to its final completion as rapidly as practicable. The order and time to complete shall conform to the requirements of the Contract and the "approved" schedules as submitted per the requirements of GENERAL CONDITIONS and Specification Section 01300 SUBMITTALS.

1.06 WORK BY OTHERS

- A. Interference with Work on Utilities: The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.
- B. Concurrent Work by Other Contractors: The Contractor's attention is directed to the fact that other contractors may conduct work at the site during the performance of the Work of this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors. See Section 01310 COORDINATION for additional information.

1.07 PROJECT MEETINGS

- A. Pre-construction Meeting:
 - 1 Prior to the commencement of Work at the site, a Pre-construction Meeting will be held at a mutually agreed time and place, which shall be attended by the Contractor, its Superintendent, its subcontractors as appropriate, the Design Professional, and the City Project Manager.

- 2 Unless previously submitted to the Construction Manager, the Contractor shall bring to the conference five copies each of the submittals required in accordance with Section 01300 SUBMITTALS. These can also be e-mailed.
- 3 The purpose of the Pre-construction Meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

B. Progress Meetings:

- 1 Regular, on-site Progress Meetings will be held weekly and at other times as requested by City's Project Manager or as required by progress of the Work. The Contractor, Construction Manager, and all subcontractors active on the site shall be represented at each meeting. The Contractor or Engineer may at its discretion request attendance by the Contractor's suppliers, manufacturer's, and other subcontractors.
- 2 The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems, which may develop.

C. Specialty Meetings:

- 1 City's Project Manager, at their sole discretion, may require a specialty meeting to review the specific regulations, materials, procedures and/or coordination related to the execution of any discrete portion or portions of the project. The Contractor and subcontractors involved or affected by the execution of subject work shall attend.

1.08 PUBLIC SAFETY

- A. For the protection of traffic in public street and private driveway, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Traffic Controls for Construction and Maintenance Work Zones," current edition, published by the State of California, Department of Transportation.

1.09 TEMPORARY STREET CLOSURE

- A. If closure of any street is necessary during the Work, a formal application with a complete detour plan signed and stamped by a registered professional engineer shall be made to the City and/or other authority having jurisdiction at least 30 days prior to the necessary street closure in order for the City and other agency having jurisdiction to determine the necessary signing and detour requirements to be provided by the Contractor.

1.10 SEQUENCE OF CONSTRUCTION OPERATIONS

- A. Before starting construction operations, Contractor shall confirm with the City to review sequence of construction operations. It is not the City's intent to delineate means and methods, which remain the sole responsibility of the contractor.
- B. Contractor shall prepare schedules as set forth in Section 01300, Submittals.

C. Work Constraints, Sequence and Definitions:

1. Building entries, exits / Offices / Parking Spaces:
 - a. An on-site parking and setup area will be designated to Contractor.

- b. At no time shall Contractor block or complicate building entries, exits, or walk paths between and around parking areas and the building so as to make the building, or parts of the building, inaccessible or dangerous for access by employees, patrons, or maintenance personnel.
- c. Contractor is required to notify the City 5 calendar days in advance of any temporary vehicle parking space, drive aisle, or pedestrian circulation area impacts. The contractor is required to allow the City 3 calendar days to arrange for alternate parking or circulation plans.

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Drawings and general requirements of the Contract, including General and Special Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 01600 PRODUCT REQUIREMENTS for Product Options
- C. Section 01630 PRODUCT SUBSTITUTION PROCEDURES for product substitutions.

1.02 DESCRIPTION

- A. A Submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, record drawings, bonds, or similar items required to be submitted to the City or the Construction Manager under the terms of the Contract.
- B. Timing:
 - 1. Make submittals within the times specified herein. Do not submit all at one time. Submit in accordance with the sequence of procurement, fabrication and construction.
 - 2. Make submittals far enough in advance of scheduled dates of installation to allow the time required for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- C. Refer to Section 01600 PRODUCT REQUIREMENTS for Product Options and Section 01630 PRODUCT SUBSTITUTION PROCEDURES for product substitutions.
- D. Identification:
 - 1. Using a standardized, uniform cover sheet, acceptable to the Project Manager, Identify each submittal and any re-submittals with the following information:
 - (a) Project name and address as they appear on the Contract Documents.
 - (b) Contractor's name and address.
 - (c) Date of submission.
 - (d) Submittal identification number
 - (e) Document reference: List relevant Specification Section and/or Drawing numbers to reference the submittal to the Contract Documents.
 - (f) Certification of review: Contractor's stamp, initialed or signed, certifying to review of submittal, compliance with Contract Documents, coordination with other impacted work, and verification of field measurements.
 - (g) Subcontractor's or supplier's name and address.
 - (h) Name and telephone number of the individual to contact for additional information regarding the submittal.
 - 2. A unique identification (ID) number shall identify each submittal and resubmittal.
 - (a) The ID numbers shall be sequential (ie, 001, 002, 003, etc.) and assigned by the

Contractor.

- (b) Related submittals that, with the approval of the Construction Manager, will to be submitted separately (ie, technical data, followed by samples, followed by shop drawings for the same Specification Section) shall include an alphabetical suffix (ie, 001A, 001B, 001C, etc.)
- (c) Re-submittals shall be numbered according to the original ID number, followed by the subscript ".1, .2, .3" (ie, 001.1, 001.2, etc.).
- (d) Submittals and re-submittals shall be kept intact with the original ID number. Do not add new drawing or information outside the scope of the original submittal, unless specifically requested. Do not assign a new ID number for a re-submittal.

E. Coordination of Submittals:

- 1. General: Prior to submittal for the Construction Manager's review, as applicable, fully coordinate material as follows:
 - (a) Determine and verify field dimensions and conditions, materials, catalog numbers, and similar data.
 - (b) Coordinate shop drawing submittals with previously issued Addenda and Information Bulletins.
 - (c) Coordinate with the various types of Work and public agencies involved.
 - (d) Secure necessary approvals from public agencies and others and signify by stamp, or other means, that approvals have been secured.
 - (e) Unless otherwise specifically permitted by the Construction Manager, make submittals in groups containing all associated items.
 - (f) Annotate all submittals to have information about the percentage % of recycled content (recovered materials including pre-consumer and post consumer materials, in a material).
 - (g) Coordinate submittals to be printed or copied on both sides to reduce the use and purchase of paper, whenever possible. Use recycled paper.

F. Completeness: Submittals shall be complete; partial submittals will be rejected, prior to further review, for not complying with the Contract Documents.

G. Re-submittals:

- 1. Subject to same terms and conditions as original submittal.
- 2. Construction Manager will accept not more than one (1) resubmittal without reimbursement.
 - (a) Should additional resubmittals be required, Contractor shall reimburse City for the time spent in processing additional resubmittals at a rate of 2.7 times the Direct Personnel Expense (DPE) of the personnel engaged in processing additional resubmittals. DPE is defined as direct salary and the costs of mandatory and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions.

1.03 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER SUBMITTALS

A. Shop Drawings:

- 1. Submit two (2) copies, black-line print, or as required by the General Conditions or at the

discretion of the Project Manager, to the Project Manager as applicable.

2. The Project Manager will as appropriate, forward submittals to the Design Consultant, who, will review the Shop Drawings; mark the prints with required revisions; stamp them to indicate "No Exceptions Noted," "Implement Exceptions Noted," "Revise and Resubmit," or "Rejected," and return them via the Project Manager.

"Revise and Resubmit" or "Rejected" stamps shall not be construed by the Contractor as a valid reason for an extension of time request.

3. The Contractor will review the returned submittal and take appropriate action as indicated.
 - (a) If prints are marked "Revise and Resubmit," make revisions and indicate them with a "cloud," stamp and date, and resubmit in the same manner with the same ID number, subscripted as appropriate, as the original submittal.
 - (b) If prints are marked "Rejected," make a new submittal and resubmit in the same manner with the same ID number, subscripted as appropriate, as the original submittal.
 - (c) If prints are marked "No exceptions" or "Implement Exceptions Noted", print and distribute copies required for Contractor and Subcontractors.
4. The Project Manager, as applicable, may accept at their discretion up to one resubmittal and take action, as appropriate, in the same manner as for the original submittal. If more than one resubmittal is required, any associated costs as a result of additional reviews shall be an extra service of the Construction Manager, (or his consultants) (or the Owner's consultants, as applicable), and will be processed as a deductive Change Order in accordance with the GENERAL CONDITIONS and SPECIAL CONDITIONS.
5. As with the original submittal, the Contractor shall review the returned prints and take appropriate action as indicated. As specified hereinabove, resubmit and revise until final action by the Construction Manager, as applicable. Final action is signified by the markings "No Exceptions Noted," or "Implement Exceptions Noted," on the documents.
6. Following final action by the Construction Manager, the Contractor shall make copies and distribute as required for accomplishment and inspection of the indicated Work.
7. Only those Shop Drawings, which bear stamps showing final review of the Contractor, Design Consultant and /or the Owner's consultants, as applicable, shall be used.
8. Reproduction and Mailing Costs: The Contractor shall pay the reproduction and mailing costs of all prints.

B. Product Data:

1. Submit two (2) copies, or as required by the General Conditions or at the discretion of the Construction Manager, to the Project Manager as applicable.
2. Comply with all requirements for submittals of material chemical content, ventilation requirements during installation, maintenance requirements, and emissions test data specified in Division 1 and technical Specification Sections.
3. Review, processing, and distribution of Product Data shall be the same as that for Shop Drawings.

C. Samples:

1. Submit in the size specified in the individual Specification Sections, and in the quantity required to be returned, together with two additional Samples, which will be retained by the Design Consultant, Project Manager, or the City, as applicable.
2. Where Samples have natural variations in texture, color, or dimension, submit Samples showing the extreme range plus the middle range of variation.

3. Deliver samples to the Construction Manager either on site or at the Project Manager's preference deliver the samples to the Construction Manager's Project office.

D. Other Submittals: Submit as specified in the individual Specification Sections.

1.04 PATTERNS AND COLORS

- A. Unless the exact pattern and color of a product are indicated in the Contract Documents, whenever a choice of pattern or color is available for a product, submit accurate color charts and pattern charts to the Construction Manager and Design Consultant for their review and selection.

1.05 CERTIFICATES OF COMPLIANCE

- A. Submit certificates of compliance with the associated Shop Drawings, Product Data, Samples, and other submittals required for the product.
 1. Submit on 8-1/2 x 11 inch white paper.
 2. Submit four (4) copies.
 3. The Project Manager will retain the certificates of compliance; no review reply is intended.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 SUBMITTALS REQUIRED AT THE KICKOFF DESIGN MEETING

- A. At the Kickoff Design Meeting, the Contractor shall submit the following items to the City's Project Manager for review:
 1. Preliminary Design and Construction Schedule: A preliminary Construction Schedule, in Bar Chart form indicating the start and completion of design, permit application, plan reviews by governing agency, order for major building components and materials, and start of construction, shall be submitted to the City's Project Manager for review and approval.
 - (a) The City's Project Manager shall, within seven (7) days, provide the Contractor with the results of the schedule review. If needed, the Contractor shall, within seven (7) days, revise as necessary and resubmit.
 - (b) The Contractor shall adhere diligently to the approved schedule in the prosecution of the work and shall provide an updated schedule to the City's Project Manager as required per General Conditions, and Specification Section 01320.
 - (c) No progress payments shall be processed or paid until the complete Contractor's Construction Schedule has been properly prepared and submitted as stipulated in General Conditions and Specification Section 01320.
 1. Site Operations Workplan (SOW): A preliminary SOW shall be submitted to the Project Manager for approval.
 - (a) The SOW shall identify the work areas, including a site plan showing location of site access, temporary offices, proposed stockpile/staging areas, equipment operation and storage areas, subcontractor parking, and storm water runoff control measures. The SOW shall describe the Contractor's sequence of activities, including: mobilization; termination of existing utilities; landscape maintenance; control of materials arriving on-site; salvaging and recycling; disposal of hazardous and non-hazardous materials

off-site; grading; and site work.

- (b) The Contractor shall submit, as part of the SOW, a plan for minimizing the amount of dust and noise affecting the neighborhood and any traffic control measures needed.
 - (c) The Project Manager shall, within seven (7) days, provide the Contractor with the results of the SOW review. The Contractor must address and resolve all edits and questions, and resubmit a final SOW prior to start of Work.
2. Health and Safety Plan (HASP): The Contractor shall submit a preliminary HASP for the approval of the Construction Manager.
- (a) The HASP shall conform to the requirements of Title 8 of the CCR and title 29 of the CFR, as well as all other relevant statutes and requirements.
 - (b) The Project Manager shall, within seven (7) days, provide the Contractor with the results of the HASP review. The Contractor must address and resolve all edits and questions, and resubmit a final HASP prior to start of Work.
3. Recycling/Disposal Plan (R/DP): The Contractor shall submit a preliminary R/DP for the review and approval of Construction manager.
- (a) The Project Manager shall, within seven (7) days, provide the Contractor with the results of the R/DP review. The Contractor must address and resolve all edits and questions, and resubmit a final R/DP prior to start of Work.
 - (b) The Contractor shall maintain records of all debris generated and the amount of other materials removed from the site, including the identity and location of recycling and disposal facilities.
 - (c) All permits, applications, manifests, disposal receipts, and compliance records pertaining to the Work shall be submitted to the Project Manager at weekly site meetings.
4. A list of all permits and licenses the Contractor shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.
5. A preliminary schedule of values (lump sum price breakdown) for all of the Work, which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail, as acceptable to the Project Manager, to serve as the basis for progress payments during construction.
6. A list of all subcontractors, contractor license numbers, and City of Fremont Business Licenses.

3.02 SUBMITTALS REQUIRED AT THE COMPLETION OF PROJECT:

- A. Waste Management Table (per Section 01505).
- B. As- Built Record Drawings in full-size hard copy and PDF files.
- C. Operations and Maintenance Manuals.
- D. Warranty Documents
- E. Others as required by the Construction Documents.

END OF SECTION

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SECTION 01310 - COORDINATION

1.01 GENERAL

- A. The Contractor shall be responsible for the coordination of all work and the coordination of the work of all subcontractors. The Contractor shall not delegate coordination to any subcontractor. Coordination, as referred to herein, shall include the establishment of on-site lines of authority and communication and assistance in scheduling of and attendance of progress meetings between the Construction Manager or the City and the Contractor and its subcontractors. The Contractor's onsite supervisory person shall be present and represent the General Contractor whenever a meeting is held that involves any interface between the City and any subcontractors/ suppliers.

1.02 SCHEDULING

- A. The Contractor shall prepare and submit construction schedules per the requirements specified in Section 01300 SUBMITTALS and the GENERAL CONDITIONS.

1.03 GENERAL COORDINATION

- A. All Work covered in the Contract Documents shall be coordinated as a part of the Contractor's obligations under the Contract.
- B. The Contractor shall coordinate all inspections governed by permits obtained in conjunction with the Work. The Contractor shall schedule all inspections with adequate notice, and in accordance with the requirements of the permit issuer, to assure no delays while waiting for an inspector to review the work before proceeding.
- C. The Contractor shall coordinate the efforts of all individuals and subcontractors in the execution of the Work, including work by others as specified in Section 01010, SUMMARY OF WORK.
- D. The Contractor shall resolve differences or disputes between subcontractors concerning coordination, interferences, or extent of work between Sections. The Contractor's decisions, if consistent with the Contract Document requirements, shall be final.
- E. The Contractor shall coordinate and stage work to minimize noise and disruption to the Project Site's neighbors.
- F. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- G. Coordinate construction operations of the different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
- H. Prior to commencement of a particular type or kind of work examine relevant information, contract documents and subsequent data issued to the project.
- I. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- J. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- K. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- L. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating or installing any of the elements required to be coordinated.
- M. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- N. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- O. After the City's occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of the City's activities.
- P. Coordinate all utility company work in accordance with the General Conditions.
- Q. Coordinate field engineering.

1.04 SPECIAL COORDINATION

- A. Drawings showing the location of equipment, piping, and various appurtenances, are diagrammatic only. Although every effort has been made to provide adequate routing and placement, actual job conditions may not permit their locations in the field where indicated on the drawings. Whenever the Contractor encounters this condition, he or she shall notify the City's Project Manager immediately to obtain determination of any necessary relocation. Minor adjustments in locations or rerouting due to ill-timed or improper sequence of trades shall be the responsibility of the Contractor and shall be performed at no additional cost to the City.
- B. The Contractor shall provide advance notification to the City's Project Manager of specific tasks and inspections specified. Failure to provide such advance notification may be cause for rejection of the Work.
- C. The Contractor shall not impede the existing building operation. The Contractor shall provide advance notification to the City's Project Manager for any work which may impact the building operation.
- D. A building permit is required prior to construction. The City has applied for a building permit for the work and Contractor is responsible for pulling the required building permit for the contracted work. All permit fees shall be paid by the City.

1.05 COORDINATION OF SUBCONTRACTOR RESPONSIBILITIES

A. The Contractor shall be responsible for coordination of the work of each of its subcontractors and suppliers. Special attention is directed to the following obligations of the Contractor:

1. Verify that subcontractors have obtained permits for inspections.
2. Review all subcontractor shop drawings, product data, and sample submittals for compliance with Contract Documents prior to submittal to Project Manager for general review for compliance with design intent.
3. Maintain onsite documentation and keep current record drawing set at Project site.
4. Verify that the required cleaning is done during progress of Work and at completion of each subcontract.

END OF SECTION

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SECTION 01420 - REFERENCE STANDARDS

1.01 GENERAL

- A. **Applicable Documents:** To the extent that references are made in the Contract Documents to published documents (including specifications, codes, standards, or other documents), the Contractor shall use the latest published version of the document (as of the date of the Bid Opening) unless a more specific version is specifically identified herein, and only the specifically referenced portion of the published document shall be incorporated by reference into these specifications.
- B. Any portion of a published document that is not specifically referenced herein is not incorporated by reference into these specifications. Specifically, whenever references to "Standard Specifications" are made, the provisions therein for measurement, payment, and bidding shall not apply."
- C. **Conflicts:** To the extent that published documents are incorporated by reference into these specifications, and the published documents are in conflict (either with one another, or with the specifications or drawings), the most stringent requirements shall govern (subject to the interpretation of Contract Documents as defined in the Agreement). Upon discovery of any and all conflicts, the Contractor shall promptly notify the Construction Manager of the conflict and obtain clarification prior to proceeding with Work (to the extent affected by the conflict) including ordering or providing any materials or labor.
- D. The Contractor shall perform the Work in accordance with the requirements of the portions of the published documents incorporated herein by reference, subject to interpretation in accordance with this section.
- E. **Specialists, Assignments:** In certain instances, the text of these specifications requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction process or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. References to codes shall mean those codes, editions as adopted by the City of Fremont, including all addenda, modifications, amendments, or other lawful changes thereto, that are listed at the front of the Contract Drawings.
- B. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be promptly brought to the attention of the Construction Manager for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.
- C. **Applicable Utility Regulations:** Regulations and tariffs utilized by the utility companies shall govern minimum utility-related requirements for the Work.

- D. References in the Contract Documents to "State Standard Specifications" or "Standard Specifications" shall mean the Standard Specifications of the State of California, Department of Transportation ("Caltrans"). Specifically, whenever references to "Standard Specifications" are made, the provisions therein for measurement, payment, and bidding shall not apply."
- E. References in the Contract Documents to "Fremont Standard Specifications" or "City Standard Specifications" shall mean the City of Fremont Standard Technical Specifications, Division 2 thru Division 16, current edition at the time of bid opening.
- F. References in the Contract Documents to "State Standard Plans" or "Standard Plans" shall mean the Standard Plans, of the State of California, Department of Transportation ("Caltrans").
- G. References in the Contract Documents to "Manual of Traffic Controls" shall mean the Manual of Traffic Controls for Construction and Maintenance Work Zones, of the State of California, Department of Transportation ("Caltrans"), current edition at the time of bid opening.
- H. References in the Contract Documents to "Fremont Standard Details", "City Standard Details" or "Standard Details" shall mean the City of Fremont, Standard Details, current editions at the time of bid opening.
- I. References herein to "Cal-OSHA" shall mean State of California, Department of Industrial Relations, General Industry, Electrical and Construction Safety Orders, as amended to Date, and all changes and amendments thereto which are effective as of the date of construction.
- J. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto, which are effective as of the date of construction.

SECTION 01422 - ABBREVIATIONS

1.01 ABBREVIATIONS AND ACRONYMS

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

AASHTO	American Association of State Highway and Transportation Officials
ACEH	Alameda County Health Agency - Environmental Health
ACI	American Concrete Institute
ACFCD	Alameda County Flood Control District
ACWD	Alameda County Water District
AGC	Associated General Contractors
AI	The Asphalt Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
BBC	Basic Building Code, Building Officials and Code Administrators International
CBC	California Building Code
CBSC	California Building Standards Commission
Cal-OSHA	California Occupational Safety and Health Administration
CALTRANS	State of California Department of Transportation
CLFMI	Chain Link Fence Manufacturer's Institute
COF	City of Fremont
CRSI	Concrete Reinforcing Steel Institute
FFD	Fremont Fire Department
ICBO	International Conference of Building Officials
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
LEED	Leadership in Energy and Environmental Design
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards

NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration (Federal)
PCA	Portland Cement Association
PG&E	Pacific Gas and Electric
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USD	Union Sanitary District
USGBC	U.S. Green Building Council

END OF SECTION

SECTION 01450 - QUALITY CONTROL

1.01 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check all field conditions continuously during the Work. The Contractor shall be solely responsible for any inaccuracies built into the Work.
- B. The Contractor shall inspect related and appurtenant work and shall report in writing to the Project Manager, any conditions which will prevent proper completion of the Work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at its sole cost and expense.

1.02 INSPECTION OF THE WORK

- A. The Work shall be conducted under the general observation of the Project Manager and shall be subject to inspection by representatives of the City to assure strict compliance with the requirements of the Contract Documents.
- B. The Building Department and Fire Department Inspections required by permit are separate code inspections than QA/QC inspections by the Owner. Inspections by representatives of the City as the Owner do not satisfy the permit authorities.
- C. The presence of representatives of the City and/or inspectors shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is distinctly a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the inspector(s).
- D. All materials and articles furnished by the Contractor shall be subject to rigid inspection, and no material or articles shall be used in the Work until it has been inspected and accepted by the Construction Manager or the City.

1.03 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM or other specified published standards, as applicable to the class and nature of the article or materials considered; however, the City reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the City Engineer will assure the City that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the City of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a "performance bond" to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any prescriptive or performance requirements of the Contract Documents. "Performance bond" as used herein is a separate bond in addition to the Faithful Performance Bond required as part of the CONTRACT.
- C. Notwithstanding the existence of such waiver, and in addition to any testing and inspection performed by any other inspector on behalf of the City or any other public agency having jurisdiction, the Construction Manager shall have the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the Contract

Documents, shall be reasonable cause for the Project Manager to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

1.04 TIME OF INSPECTIONS AND TESTS

- A. Samples and test specimens required under the Contract Documents shall be furnished by the Contractor and prepared for testing in ample time for the completion of the necessary tests and analyses before the subject materials or articles are to be used. The Contractor shall furnish all required test specimens at its own expense. Except as otherwise provided in the Contract Documents, performance of the required initial test and first re-test will be by the City, and all costs therefore will be borne by the City; except, that the cost of any test after the first re-test shall be borne by the Contractor.
- B. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover or make inaccessible any work under the Contract, the Contractor shall notify the Construction Manager not less than 48 hours in advance of beginning any such work of backfilling, burying, casting in concrete, hiding, covering, or making inaccessible any portion of the Work to be inspected, so that the required inspections can be scheduled and performed. Failure of the Contractor to notify the Construction Manager at least 48 hours in advance of any such inspections shall be reasonable cause for the Construction Manager to require sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective work required, and all costs of such delays, including its impact or effect upon other portions of the Work shall be borne by the Contractor.
- C. Provide timely coordination for inspection by permit and code authorities.

1.05 PROTECTION OF INSTALLED WORK

- A. Provide humidity and temperature control for installed products as recommended by materials manufacturer.
- B. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy equipment.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain and implement recommendations for protection from waterproofing or roofing material manufacturer.
- E. Prohibit traffic from landscaped areas.

END OF SECTION

SECTION 01505 - CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. This section specifies requirements for managing construction and demolition debris, diverting debris from the landfill and accepted hauling practices.
- B. Related requirements specified elsewhere include, but are not limited to:
 - 1. Fremont Municipal Code
 - 2. California Building Standards Code, most current version
 - 3. Alameda County Waste Management Authority Ordinance 2008-01

1.02 PERFORMANCE REQUIREMENT

- A. Performance Requirement: The performance requirement for this project is to divert:
 - 100% of the asphalt and concrete through reuse or recycling
 - 100% of plant debris to be composted or used as mulch
 - 65% of remaining construction and demolition debris to be reused or recycled
- B. The Performance Requirement shall be satisfied by providing all of the following:
 - 1. An approved Waste Handling Plan within 10 days of Notice to Proceed
 - 2. Two Debris Diversion & Disposal Reports that include:
 - receipts, weigh tags or other acceptable documentation from approved recycling facilities that clearly indicate the performance requirement was met
 - the City of origin listed as Fremont
 - the type and weight of material reused or recycled
 - the weight of material landfilled (garbage).

1.03 DEFINITIONS

- A. "**Approved Recycling Facility**" means an off-site facility that provides processing of material for recycling, composting or other diversion from landfill and is approved by the City of Fremont.
- B. "**Construction and Demolition Debris**" shall mean material generated as a result of construction, repair or demolition on pavement, houses, commercial buildings and other structures, as well as construction job sites, including discarded packaging, containers and waste construction materials. Materials may include, but are not limited to, brick, mortar, concrete, plaster, scrap wood, scrap metal, sheet rock, packaging and rubble.
- C. "**Divert**" includes reuse and recycling, and to use material for any purpose other than disposal in a landfill or transformation.
- D. "**Generator**" means an owner or responsible party (including employees and contractors of generators) of a residential dwelling, business, commercial or residential facility, and construction site, which generates municipal solid waste, organics and recyclable materials as a result of its business, facility or property activity, including construction sites.
- E. "**Hauler**" means any person or entity that transports municipal solid waste, recyclables, organics or other discarded materials.

- F. **“Municipal Solid Waste”** means all putrescible and non-putrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial waste, and other discarded wastes, including residue from recycling, composting and other similar processes.
- G. **“Recyclable Materials”** mean materials which may be returned to the economic mainstream as commodities for reuse, or for processing to create new or reconstituted products, which if not segregated from municipal solid waste would otherwise become municipal solid waste. Recyclable materials include single commodity construction and demolition debris.
- H. **“Self Haul”** means generators who transport their own materials by using a vehicle owned by the generator and driven by the generator or their employee, rather than using the hauling services of the City’s franchise hauler or a third party hauling company.
- I. **“Single Commodity Construction and Demolition Debris”** means soil, asphalt and concrete resulting from construction, remodeling, repair or demolition on pavement, houses, commercial buildings, multi-family dwellings and other structures, including construction job sites and that is source separated from each other and other materials, and contains less than 10% garbage or municipal solid waste.

1.04 SUBMITTALS

- A. The Contractor is required to submit a schedule that will describe all construction, demolition and removal procedures, sequence of activities, and schedule of activities. The schedule must be submitted within 10 calendar days after receipt of the Notice to Proceed, prior to any demolition or construction activities, and must be approved by the Project Manager.
- B. The Contractor is required to submit a Waste Handling Plan to indicate how materials will be diverted from landfill and which facility or service will be used. The Waste Handling Plan must be submitted within 10 calendar days after receipt of Notice to Proceed and must be approved prior to any demolition or construction activities. Submit this form to: City Project Manager (See Notice to Bidders for contact information).
- C. The Contractor is required to submit a completed Debris Diversion & Disposal Report including receipts, weigh tags or other acceptable documentation at 50 percent completion of the Work. The report should be submitted within 30 calendar days of 50% completion of the Work.
- D. The Contractor is required to submit a completed Debris Diversion & Disposal Report including receipts, weigh tags or other acceptable documentation at 100 percent completion of the Work. The report should be submitted within 30 calendar days of the completion of the Work. Final payment will not be issued until the documentation is approved or outstanding fines resolved.
- E. Contractors who choose to self-haul construction debris instead of using a Republic Services debris box will be required to submit monthly Debris Diversion & Disposal Reports.

1.05 QUALITY ASSURANCE

- A. Republic Services is the only hauler authorized to haul construction and demolition debris from Fremont. The contractor must subscribe to debris box service with Republic Services for all materials, except soil, asphalt and concrete.
- B. Alternately, the contractor may self-haul the construction and demolition debris, using their own employees, equipment and vehicles, to an approved recycling facility, as long as the debris hauling is an incidental part of construction or demolition services provided by the contractor.
- C. A City of Fremont Business tax (license) is required of all hired persons working in Fremont, including all contractors, subcontractors, and vendors.

1.06 WASTE HANDLING PLAN DEVELOPMENT and IMPLEMENTATION

- A. The Waste Handling Plan is an estimate of the amount and type of debris that will be generated from the project. It is important to create a Waste Handling Plan prior to starting the project to identify costs, potential savings and ensure proper recycling of the materials needed to achieve the diversion requirement. Estimate the amount and type of debris generated from the project, and then develop a plan for diverting the required percentage of construction and demolition debris from the landfill.
1. Identify each type of debris item generated during the project (wood, scrap metal, etc.). Propose means and methods for collecting and separating each type of debris deemed reusable or recyclable. Recommended Handling and Storage Procedures with suggested actions for salvage or recycling of each type of demolition and construction debris are provided at the end of this section.
 2. Estimate the weight or volume, by number of tons or cubic yards (CY), of each item that will be reused, recycled, or disposed in a landfill. Enter this number in the appropriate columns. If the materials are to be reused on site, list that in Reuse column: i.e., "wood waste chipped on site for mulch."
 3. Include an estimate of each type of construction debris generated by the project. Items subject to the estimate and diversion requirement include:
 - a. Asphalt & Concrete
 - b. Brick/Masonry/Tiles
 - c. Building Materials (doors, windows, fixtures, etc.)
 - d. Cardboard
 - e. Carpet/Padding/Foam
 - f. Ceiling Tiles (acoustic)
 - g. Dirt/Soil/Clean Fill
 - h. Drywall/Sheetrock
 - i. Electrical Components (light fixtures, cables, etc.)
 - j. Film Plastic
 - k. Landscape Debris (Plant & Tree Trimmings)
 - l. Metal
 - m. Mixed C&D (3+ materials in one load that will be taken to an approved facility for recycling)
 - n. Mechanical Debris (ducts, plumbing fixtures, etc.)
 - o. Plastic
 - p. Trash/Garbage
 - q. Universal waste (thermostats, batteries, fluorescent tubes, etc.)
 - r. Wood and Pallets
 4. All the asphalt/concrete must be reused or recycled. All plant debris must be separated from other materials and composted or used for mulch. 65% of everything else must be reused or recycled to comply with the construction and demolition debris recycling ordinance. Asphalt, concrete and plant debris do not count toward meeting the 65% diversion requirement.
 5. List the name of an approved recycling facility for each type of debris. Contact the facility and verify that they can accept that debris item in the proposed quantities anticipated. Schedule each debris item and list the recycling service and recycling company name, telephone number, address, and person contacted.
- B. Implementation
1. Maintain a log of each load, of each debris category item diverted from landfill and materials sent to recycling facilities. Maintain the receipts and weigh tags from all disposal and recycling activities.

- a. Include the following information in the log: type of load, load weight, name of recycling service or facility, and date accepted by recycling service or by facility.
 - b. The Project Manager reserves the right to audit the log at any time. Contractor shall retain and provide to Project Manager all weight tickets, copies of receipts, invoices, and any other documentation related to the recycling or disposal of debris generated by the job.
 - c. Units of measure: Use same units as stated in the approved plan "good faith" estimate of construction or demolition debris (tons or cubic yards).
2. Designate specific on-site area(s) to facilitate separation of materials for potential reuse, salvage, and recycling. Do not mix garbage with materials designated for reuse, recycling or composting. Loads designated for recycling may not contain more than 10% garbage by weight or volume.
- a. Keep garbage bins and pile areas neat and clean. Signage is required to clearly mark bins for each category of debris.
 - b. When ordering a debris box, be sure to specify that the materials are from a construction site and must be recycled, not landfilled. Inform the debris box vendor that you will require documentation that clearly states the city of origin as Fremont, and identifies the type and weight of material reused or recycled.
 - c. Landscape/plant debris: Separate plant and tree debris from other materials. The landscape debris must be composted, used for mulch or fuel. Alameda County ordinance requires that plant and tree debris is composted. Landscape debris shall not be taken out of Alameda County to avoid this requirement.
3. Training and Coordination
- a. Provide on-site instruction of appropriate salvage, reuse, separation, handling, and recycling methods to be used by all entities at the appropriate stages of the Project.
 - b. Provide copies of the Waste Handling Plan to all on-site supervisors, each subcontractor, and the Project Manager.
 - c. Include construction debris management on the agenda of meetings. At a minimum, discuss mandatory recycling requirements and debris management issues at the following meetings:
 - 1) Pre-demolition/pre-construction meeting
 - 2) Regularly scheduled job-site meetings

PART 2 – MATERIALS, EQUIPMENT AND FACILITIES

- 2.01** Furnish all materials, tools, equipment, devices, appurtenances, and services required for performing the salvage, demolition, and construction. Dispose of debris in a safe, acceptable manner, at approved facilities. Burying of trash and debris on the site is not permitted.
- A. Republic Services is the only approved debris box hauler for materials in Fremont (except for separated loads of concrete, asphalt or soil). It is illegal to subcontract with a third party to haul garbage.
 - B. Alternately, the contractor may self-haul construction and demolition debris to an approved recycling facility, with some restrictions. Debris removal must be provided incidentally to construction or

demolition services provided by the contractor. Contractors can self-haul construction debris off site, if all these conditions are met:

- Contractor is providing a construction or demolition service on site and the debris removal is an incidental part of the work performed; and
- Contractors use their own employees, company vehicles and equipment; and
- Contractors deliver the construction debris to an approved facility (see list of approved facilities)
- A City of Fremont Business tax (license) is required of all hired persons working in Fremont, including all contractors, subcontractors, and vendors.

C. The following facilities are approved to accept mixed loads of construction and demolition debris for recycling:

Name of Facility	Address	Phone
Fremont Recycling/Transfer Station	41149 Boyce Road, Fremont	(510) 252-0500
Newby Island Landfill	1601 Dixon Landing Road, Milpitas	(408) 432-1234
Zanker Material Processing Facility	675 Los Esteros Road, San Jose	(408) 263-2384
Davis Street Recycling and Transfer Station	2615 Davis Street, San Leandro	(510) 563-4257
Berkeley Transfer Station	1201 2nd St, Berkeley	(510) 981-7270
Vasco Road Landfill	4001 N. Vasco Rd, Livermore	(925) 447-0491
Guadalupe Landfill	15999 Guadalupe Mines Road, San Jose	(408) 268-1670

D. Approved services for specific construction debris types:

<i>Type of Material</i>	<i>Approved Hauling Options</i>
All Garbage and Construction / Demolition debris	<ul style="list-style-type: none"> • Republic Services debris box or • Contractor self-haul to approved facility
Source separated recyclable material (wood, plant debris/green waste, sheetrock)	<ul style="list-style-type: none"> • Republic Services debris box or • Contractor self-haul to approved facility
Source separated recycling commodity (metal, cardboard)	<ul style="list-style-type: none"> • Republic Services debris box or • Contractor self-haul to approved facility or • Any approved debris box from metal recycler (Schnitzer Steel, Sims Metals etc.)
Source separated inerts (concrete, asphalt, soil)	<ul style="list-style-type: none"> • Republic Services debris box or • Contractor self-haul to approved facility/quarry or • Any approved debris box from inert recycler (Vulcan Materials, etc.)
The following materials cannot be collected in Republic Services debris box containers: asbestos, batteries, hazardous waste, liquids, paint, oils, medical waste, tires, televisions, monitors and appliances containing chlorofluorocarbons(CFCs)	

PART 3 - EXECUTION

3.01

- A. Conduct construction and demolition to minimize interference with adjacent building areas.
- B. Conduct operations with minimum interference to public or private access.
- C. Maintain protected egress and access at all times.
- D. Perform demolition work in accordance with ANSI A10.6 and the accepted demolition plan or program.
- E. Remove items indicated for demolition within the limits of the work, and as required to complete the work of this contract. Do not remove anything beyond the limits of work indicated without prior written approval by the Project Manager. If in doubt whether to remove an item, obtain written approval by the Project Manager prior to proceeding.
- F. Remove materials from site as work progresses, but at least once per week. Remove debris from the site so that the debris accumulation will not delay the progress of the work. Debris shall be containerized at all times. Debris shall be the property and responsibility of the Contractor, unless otherwise specified and shall be removed and disposed of in a legal manner off the City's property.

END OF SECTION



**Waste Handling Plan - Form 1
(Pre-Demolition/Pre-Construction)**

Permit BLD/PWC # _____

Project Name: _____

Project Address: _____

Date: _____

Contractor: _____

Contact: _____

Phone: _____

Email: _____

To complete the form:

Place an "X" in the box next to each type of material that will be generated from the project

- For materials that will go in a **debris box**, place the **X** in that column
- For materials that the **contractor will self-haul** using their own equipment and vehicles, place the **X** in that column
- For materials that the contractor will self-haul, provide the name of an approved recycling facility where the materials will be delivered. Approved facilities are listed in Section 01505.
- Return form to Project Manager within 10 days of the Notice to Proceed

Material	Republic Services Debris Box	Other Debris Box	Self-Haul by Contractor	Name of Recycling Facility
Asphalt / Concrete / Soil (100% recycle required)				
Plant or Tree Debris – (100% compost)				
Cardboard				
Metal				
Mixed Construction & Demolition debris (ie, wood, metal, drywall, plastic)				
Wood – unpainted/pallets				
Garbage				
Universal Waste (thermostats, batteries)				
Other:				

Recycling requirements:

- **RECYCLE 100% of asphalt and concrete and non-contaminated dirt/soil.**
- **RECYCLE 65% of remaining materials generated**
- **SEPARATE plant/tree debris from other material, and COMPOST 100% of plant debris**

SAVE ALL RECEIPTS FOR SUBMITTAL WITH A FINAL DIVERSION REPORT
Failure to provide proper documentation may result in a \$1000/ton penalty for each ton not recycled

Waste Handling Plan Acknowledgment			
<p>The Foreman for each Subcontractor that comes on site is to receive a copy of the Construction Waste Handling Plan and complete this Acknowledgment Form.</p> <p>I have read the Waste Handling Plan for the project; I understand the goals of this plan and agree to follow the procedures in the Fremont Municipal Code (<i>Fremont Municipal Code § 8.40-Solid Waste, Recyclables and Organics Management Ordinance</i> www.fremont.gov).</p>			
DAT	SUBCONTRACTOR COMPANY NAME	FOREMAN NAME	SIGNATURE

All Subcontractors shall comply with the project’s Waste Handling Plan, and will provide weight and waste diversion data for their debris. Foremen shall sign the Acknowledgment Sheet.

Subcontractors who fail to comply with the Waste Handling Plan will be subject to backcharges or withholding of payment, as deemed appropriate. For instance, Subcontractors who contaminate debris boxes that have been designated for a single material type will be subject to backcharge or withheld payment.

1. The project’s debris diversion requirements are 100% of asphalt, concrete, inerts, plant debris.
2. 65% of the remaining waste that is generated on this jobsite will be diverted from the landfill and recycled for other use.
3. The Waste Handling Plan identifies the materials that will be generated from the project, and the diversion strategy for each material type.
4. Waste prevention and recycling activities will be discussed at the beginning of subcontractor meetings. As each new subcontractor comes on-site, the contractor will present him/her with a copy of the Plan and provide a tour of the jobsite to identify materials to be salvaged and the procedures for handling jobsite debris. All Subcontractor foremen will acknowledge in writing that they have read and will abide by the Plan. The Waste Handling Plan will be posted at the jobsite trailer.
5. Salvage: Excess materials that cannot be used in the project should be returned to the vendor, the owner, or donated to charity if feasible.
6. Republic Services will provide a debris box at the jobsite for the construction debris. The debris boxes will be taken to the Fremont Recycling and Transfer Station. As site conditions permit, additional debris boxes should be used for particular phases of construction (e.g., concrete and wood waste) to ensure the highest amount of diversion possible.

7. In the event that the waste diversion rate is projected to be lower than what is required, then a strategy of source-separated waste diversion and/or waste stream reduction will be implemented. Source separated waste refers to jobsite waste that is not mixed but is instead allocated to a debris box designated for a single material type, such as clean wood or metal.

8. In the event that site use constraints (such as limited space) restrict the number of debris boxes that can be used for collection of designated waste the project Superintendent will, as deemed appropriate, allocate specific areas onsite where individual material types are to be consolidated. These collection points are not to be contaminated with non-designated waste types.



Debris Diversion & Disposal Report (After Demolition/Construction)

Attach copies of receipts, gate tags, or other verifying documentation.

Applicant must reuse or recycle 100% of asphalt/concrete and 65% of remaining items. Failure to provide documentation will result in a \$1000 per ton penalty for each ton not recycled or documented properly.

Permit BLD/PWC: _____ Project Name: _____
 Project Address: _____ Date: _____
 Contractor: _____ Contact: _____
 Phone: _____ Email: _____
 Type of Project: _____

Material	Tons/CY Reused	Tons/CY Recycled	Tons/CY Landfilled	Name of Recycling Facility or Service
Asphalt/ Concrete (100% reuse/recycle required)			N/A	
Plant or Tree Debris (100% reuse/compost required)			N/A	
Dirt/Clean Fill			N/A	
Brick				
Building Materials (doors, etc.)				
Cardboard				
Carpet/Foam/Padding				
Dry Wall/Sheetrock (scrap)				
Film Plastic				
Metal				
Mixed Const & Demo (C&D) (ie, wood, metal, drywall, film plastic)				
Plastic				
Wood - unpainted or pallets				
Wood - treated/painted	N/A	N/A		
Garbage	N/A	N/A		
Other:				
Totals:				

PROJECT SUMMARY

- A. Total tons of materials salvaged, reused, or recycled (except A/C): _____
- B. Total tons of materials landfilled (not recycled): _____
- C. Total tons of materials generated for the project (Line A+B): _____
- D. Percentage of materials recycled/reused (divide A by C x100%): _____ %

For City Use Only: **Approved** _____ **Not Approved** _____
 Waived _____ **Staff Initials** _____

Instructions for Completing the Debris Diversion & Disposal Report (DDDR)

The Debris Diversion & Disposal Report lists the actual amount of debris that was generated from the construction or demolition project.

1. Identify each type of debris item generated during the project (wood, scrap metal, etc.)
2. Enter the total weight or volume (by number of tons or cubic yards (CY)), of each item that was reused, recycled, or disposed in a landfill. Enter this number in the appropriate columns.
3. All the asphalt/concrete was to be reused or recycled. 65% of everything else must be reused or recycled to comply with the mandatory debris recycling ordinance. The asphalt and concrete tonnage will not count towards the 65% diversion requirement.
4. Attach receipts from each of the approved facilities or service providers who recycled/processed that material. Approved facilities are listed below. The receipts must indicate "Fremont" as the City of origin to be accepted.
5. If the materials were reused on site, list that in Reuse column: i.e., "wood waste chipped on site for mulch" with an estimate of the weight or volume.

Attach all receipts from all facilities and vendors for each type of debris item. The totals on the form should match the receipts. This report is due within 30 days of completing your project. An approved report and the receipts are needed before Final Permit Approval is issued from the City and the Building Inspector. Failure to provide documentation will result in a \$1000 per ton penalty for each ton not recycled.

Approved Construction & Demolition Recycling Facilities

Fremont Recycling & Transfer Station:

41149 Boyce Road, Fremont 510-252-0500 www.fremont-recycling.com

Newby Island Landfill/Recycling Facility

1601 Dixon Landing Road, Milpitas 408-262-1401

Zanker Material Processing Facility

675 Los Esteros Road, San Jose 408-263-2384

Guadalupe Landfill

15999 Guadalupe Mines Road, San Jose 408-268-1670

Davis St Transfer Station

2615 Davis Street, San Leandro 510-563-4257

Stevens Creek Quarry (concrete, asphalt, dirt only)

12100 Stevens Canyon Rd, Cupertino 408-253-2512

Recommended Handling & Storage Procedures

Item or Material by Division	Suggested Action
02 SITEWORK	
Asphalt Paving	Salvageable - reuse for temporary road construction
Chain Link Fencing	Salvageable - roll up chain link and cut off posts to maximum length allowable - all accessories (tops, clamps, bolts, straps, etc.) should be kept together in a container
Wood Fencing	Salvageable - if possible, dismantle in sections for easy re-erection - cut posts off at ground level
03 CONCRETE	
Cast-in-place Concrete	Recyclable - typically too large for salvage and reuse
Precast Concrete	Recyclable - typically too large for salvage and reuse
04 MASONRY	
Concrete Block	Salvageable - if not concrete filled - recyclable if filled with concrete
Paving Stones	Salvageable - stack and palletize for easy removal
Brick	Salvageable - if set with lime-based mortar - recyclable if set with concrete
Decorative Concrete Block	Salvageable - if not concrete filled - recyclable if filled with concrete
05 METALS	
Reinforcing Steel (rebar)	Recyclable - usually imbedded in concrete, therefore not reusable
Steel Flashing	Recyclable - usually not in suitable condition for reuse
Interior Metal Wall Studs	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Structural Steel	Salvageable - includes I-Beams, H-Beams, Square Tubing, Pipe, and Chanel Iron - ensure care is taken to keep straight - separate by size
Cast Iron	Recyclable - usually too old and brittle for reuse
Copper	Recyclable - rarely salvageable due to the possibility of damage while salvaging
Aluminum Soffit	Recyclable - usually not in suitable condition for reuse
Misc. Steel	Salvageable - includes Pipe, Q-decking, Square-tubing, and Wilson joists - prior to reuse must determine the item's structural ability to meet current Building Code - recyclable if item is bent or structural ability is compromised
06 WOOD & PLASTICS	
Regular Wood Framing	Salvageable - all lumber should be slated, stacked and banded according to dimension and lengths - stacks should be kept uniform (ensure piles fit in accordance with truck deck, 2 piles side by side - each pile a maximum width of 4' each including dunnage, height of piles should be kept to 3' to 4' maximum)
Pressure Treated Wood Framing	Salvageable - same as regular wood framing
Regular Plywood Sheathing	Salvageable - stack in piles keeping full sheets together and partial sheets together in lots of 50 pieces - separate by 1/4", 1/2", 3/4" etc. - recommend stacking nail side to nail side - materials should be kept dry by covering with plastic sheeting (which also allows for air flow)
Pressure Treated Plywood Sheathing	Salvageable - same as regular plywood sheathing
Laminated Beams	Salvageable - beams should be kept dry by covering with plastic sheeting (which also allows for air flow) - beams should be supported in such a manner as to keep them straight and should be slated to allow air flow when stacked
Wood Truss Joists	Salvageable - joists should be supported in such a manner as to keep them straight and should be slated to allow air flow when stacked

Item or Material by Division	Suggested Action
Heavy Timbers/Posts	<i>Salvageable</i> - all timber should be sorted according to dimension and length - timber should be slated to allow air flow - all damaged ends should be trimmed
Washroom Counters	<i>Salvageable</i> - if fixtures are removed, counters can be stored vertically (like doors) - should be kept dry

07 THERMAL & MOISTURE PROTECTION	
Roofing Gravel	<i>Salvageable</i> - reusable
Fiberglass Bat Insulation	<i>Salvageable</i> - prevent from getting wet
Rigid Fiberglass Insulation	<i>Salvageable</i> - prevent from getting wet
Plastic sheeting Rigid Insulation	<i>Salvageable</i> - stack and band for easy transport
Copper Flashing	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Roof Drains, Metal	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
08 DOORS & WINDOWS	
Doors, Metal	<i>Salvageable</i> - remove with full frame and hardware - apply a metal self tapping screw through the top of the door to hold it in the frame as a unit - label keys belonging to each door
Doors, Wood	<i>Salvageable</i> - remove with full frame and hardware - nail the door through the frame to hold it from falling out of jam - label keys belonging to each door
Bi-Fold Doors, Metal	<i>Salvageable</i> - remove all hardware parts and attach to door (e.g. in plastic zip lock bags) - wrap track on edge of door with duct tape
Bi-Fold Doors, Wood	<i>Salvageable</i> - remove all hardware parts and attach to door (e.g. in plastic zip lock bags) - screw track on edge of door
Overhead Doors	<i>Salvageable</i> - must be removed carefully (as doors have spring assembly) - all door hardware should be kept together - (hinges, screws, rollers, guides etc.) - door panels should be stacked face to face - track should be marked left and right - note, it is very important to keep all parts
Patio Doors	<i>Salvageable</i> - remove and stand vertically with drains to the bottom
Metal Sliding Doors	<i>Salvageable</i> - dependent on size and condition of doors and hardware - recyclable otherwise if too large or not in suitable condition
Mechanical Closures	<i>Salvageable</i> - dependent on age and physical condition
Panic Hardware	<i>Salvageable</i> - keep all parts together (e.g. in plastic zip lock bags)
Pre-Finished Aluminum Thermal Windows	<i>Salvageable</i> - dependent on the size - smaller windows should always be salvaged but larger windows can be difficult to resell (especially if fixed/non-opening)
Metal Sash Windows	<i>Salvageable</i> - if small but limited marketability - recyclable otherwise by removing glass and recycling metal frame
Glass Panels	<i>Salvageable</i> - limited marketability - store vertically or horizontally - ensure panels are level or supported in order to prevent damage to the seal
Unframed Glass Mirrors	<i>Salvageable</i> - store vertically on either a carpet, cardboard, or rubber surface for protection - recommend storing face to face
Store Fronts	<i>Salvageable</i> - best to be kept in one unit - store on A-frame rack and tie back
Skylights	<i>Salvageable</i> - ensure that seal is not broken - store where not affected by wind
09 FINISHES	
Carpet/Carpet Tiles	<i>Salvageable</i> - if in very good condition
Terra Cotta Tile	<i>Salvageable</i> - dependent on quantities available, since sometimes difficult to match if product is obsolete
Metal Base Board	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Wood Base Board	<i>Salvageable</i> - remove, denail (if possible), stack face to face, and hold together with duct tape - keep sizes and lengths together (if possible)

Hardwood Flooring	<i>Salvageable</i> - if tongue and groove flooring - remove, denail, stack face to face, and hold together with duct tape - keep lengths together (if possible) - thin strip flooring is not salvageable (i.e. too thin for refinishing)
Gypsum Panels	Recyclable
Wood Paneling	<i>Salvageable</i> - if in suitable condition (otherwise not cost effective) - recyclable otherwise (with clean wood)
Metal Suspension System	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Specialty Wood Finishes	<i>Salvageable</i> - includes mantels, built-in shelving, bookcases, crown moldings, and window sash - keep all trim work where possible
Cabinets	<i>Salvageable</i> - includes kitchen and bathroom cabinets - if possible, take a picture of the cabinet in place prior to removal as this will give potential purchasers a better idea of how the cabinets look in place
10 SPECIALTIES	
Toilet Partitions	<i>Salvageable</i> - must ensure all hardware is available
Framed Glass Mirrors	<i>Salvageable</i> - store vertically on either a carpet or rubber surface for protection - recommend storing face to face
Towel Racks, Soap Dispensers, and Other Washroom Accessories	<i>Salvageable</i> - for commercial products ensure all keys to open units are included
Shower Stalls	<i>Salvageable</i> - if acrylic stalls - ensure the stall is suitable condition and not cracked or overly worn
Chalk boards and White boards	<i>Salvageable</i> - limited marketability
Metal Lockers	<i>Salvageable</i> - for ease of handling and resale, break into units of 6 or less
Old Hardware	<i>Salvageable</i> - includes glass door knobs, hinges, and antique items
11 EQUIPMENT	
Household appliances	<i>Salvageable</i> - if in suitable condition - includes fridges, stoves, stove hoods, dish washers, freezers, washers, and dryers
12 FURNISHINGS	
Metal File Cabinets	<i>Salvageable</i> - only if in very good condition
Metal Shelving Unit	<i>Salvageable</i> - when dismantling ensure all bolts, nuts and additional parts are kept together - recommend marking sections in order to make it easier to re-erect
Commercial Metal Racking	<i>Salvageable</i> - when dismantling ensure all bolts, nuts and additional parts are kept together - recommend marking sections in order to make it easier to re-erect
Metal Desks	<i>Salvageable</i> - if in suitable condition - recyclable otherwise
Wood Desks	<i>Salvageable</i> - if in suitable condition
14 CONVEYING SYSTEMS	
Winches	<i>Salvageable</i> - if in suitable mechanical condition - recyclable otherwise
15 MECHANICAL	
Toilets	<i>Salvageable</i> - limited marketability due to current Plumbing Codes (white toilets offer the best resale opportunities) - recyclable otherwise (sink with concrete and taps with metals)
Urinals	<i>Salvageable</i> - ensure there are no cracks and the hardware is working - recyclable otherwise (sink with concrete and taps with metals)
Ceramic Sinks	<i>Salvageable</i> - if in suitable condition, recyclable otherwise (sink with concrete and taps with metals)
Stainless Steel Tanks	<i>Salvageable</i> - dependent on previous usage (sometimes required to destroy for contamination reasons) - recyclable otherwise
Janitor Sinks	<i>Salvageable</i> - dependent on its condition - recyclable if made of old cast iron
Bath Tubs	<i>Salvageable</i> - dependent on its condition and colour (white bath tubs and old claw foot tubs offer the best resale opportunities)

Radiators	<i>Salvageable</i> - dependent on size (for ease of handling, 20 to 25 ribs would be the maximum suitable size for salvaging) and condition - recyclable otherwise
Hot Water Tanks	<i>Salvageable</i> - if year 1995 or newer - recyclable otherwise
Suspended Blow Heaters	<i>Salvageable</i> - if year 1990 or newer - recyclable otherwise
Wall Mount Radiators	<i>Salvageable</i> - dependent on its condition - recyclable otherwise
Wall Mount Electric Radiators	<i>Salvageable</i> - dependent on its condition - recyclable otherwise
Mechanical Water Pumps & Tanks	<i>Salvageable</i> - dependent on its condition - recyclable otherwise
Oil Interceptor	Recyclable
Oil Storage Tank	<i>Salvageable</i> - dependent on previous usage (sometimes required to destroy for contamination reasons) - recyclable otherwise
Ventilation Ducting	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Metal Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Stainless Steel Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Copper Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Aluminum Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Piping	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Exhaust Hood, Galvanized Metal	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Exhaust Hood, Stainless Steel	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Supply Air Units	<i>Salvageable</i> - dependent on age, condition, and marketability - specialty item
Return Air Metal Grill	<i>Salvageable</i> - if in suitable condition or collectable, recyclable otherwise (with metals)
Fresh Air Metal Diffuser	<i>Salvageable</i> - if in suitable condition or collectable, recyclable otherwise (with metals)
Fire Bells	<i>Salvageable</i> - if in suitable condition or collectable, recyclable otherwise (with metals)
Air Receiver Tank	<i>Salvageable</i> - based on marketability - specialty item
Compressor Tank	<i>Salvageable</i> - based on marketability - specialty item
Compressor Motor	<i>Salvageable</i> - dependent on age and condition - recyclable otherwise
After Cooler	<i>Salvageable</i> - based on marketability - specialty item
Boilers (hot water heating)	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
HVAC Roof Systems	<i>Salvageable</i> - dependent on age and condition - recyclable otherwise
Gas Furnaces	<i>Salvageable</i> - dependent on size and condition and if year 1995 or newer - recyclable otherwise
16 ELECTRICAL	
Transformers	Usually tested for PCBs and if confirmed, then handled as a special waste - <i>salvageable</i> otherwise
Switch Boxes	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Receptacle Switches	<i>Salvageable</i> - dependent on age and condition - landfilled otherwise
Receptacle Plugs	<i>Salvageable</i> - dependent on age and condition - landfilled otherwise
Heat Detectors	<i>Salvageable</i> - dependent on age, size and condition - landfilled otherwise
Exhaust Fans	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Electrical Ceiling Blade-Fans	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Incandescent Light Fixtures	<i>Salvageable</i> - dependent on age, size and condition - recyclable or landfilled otherwise
Fluorescent Light Fixtures	Usually tested for PCBs and if confirmed, then handled as a special waste - <i>salvageable</i> otherwise - dependent on age and condition
Battery Lighting Fixtures (wall mount)	<i>Salvageable</i> - dependent on age (as sometimes batteries are limited to holding a charge) - landfilled otherwise
Exit Lights	<i>Salvageable</i> - dependent on age (as sometimes batteries are limited to holding a charge) - landfilled otherwise
Panel Boxes	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Commercial Vapor Lights	<i>Salvageable</i> - dependent on age and condition - landfilled otherwise
Street Lights on Poles	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise

END OF SECTION

SECTION 01550 - SITE ACCESS AND STORAGE

1.01 GENERAL

- A. The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public.
- B. Security of the Project site and the designated staging and parking area is solely the responsibility of the Contractor. The Contractor shall secure any open access points to the project area during all hours when Contractor is not actively engaged in the performance of the Work. The Contractor may at the Contractor's elective option station guards or other additional deterrent devices, as may be required to deter vandalism or theft, including but not limited to barricades, fencing, and security lighting.
- C. The Contractor shall provide its own sanitary facility for its workers, subcontractors, and vendors. No workers, subcontractors, and vendors shall use the public restrooms.
- D. General construction hours in accordance with Section 8-2205 of the Fremont Municipal Code:
 - Monday- Friday 7 a.m. to 7 p.m.
 - Saturday or Holiday 9 a.m. to 6 p.m.
 - Sunday - no construction is allowed
- E. The building will remain in operation during the entire course of construction. Contractor shall coordinate with the City's Project Manager and obtain prior approval for works with the following conditions:
 - 1. Any works that generate dusts, vibration, or hazards to the building occupants, surrounding parking area, pedestrian walkway, or require access or clearance to any interior space of the building.
 - 2. Any works that impact the use or functioning of the building.The City will review and approve the Contractor's request on a case by case basis.

1.02 CONTRACTOR'S WORK AND STORAGE AREA

- A. At or before the pre-construction meeting the Contractor shall submit to the Construction Manager, as part of the Site Operations Workplan (SOW) required per Specification Section 01300 – SUBMITTALS, a Project site plan, drawn to scale, indicating the proposed layout and use of the site and the designated staging and parking area. At a minimum the plan will show the location and configuration of security fencing and gates, site access, storage, staging, the temporary offices, subcontractor parking and storm water runoff control measures.
- B. The City will designate an adjacent parking area for Contractor's parking, staging, setup, and storage area subject to City approval. The Contractor is responsible to provide temporary fencing for security for this designated area.

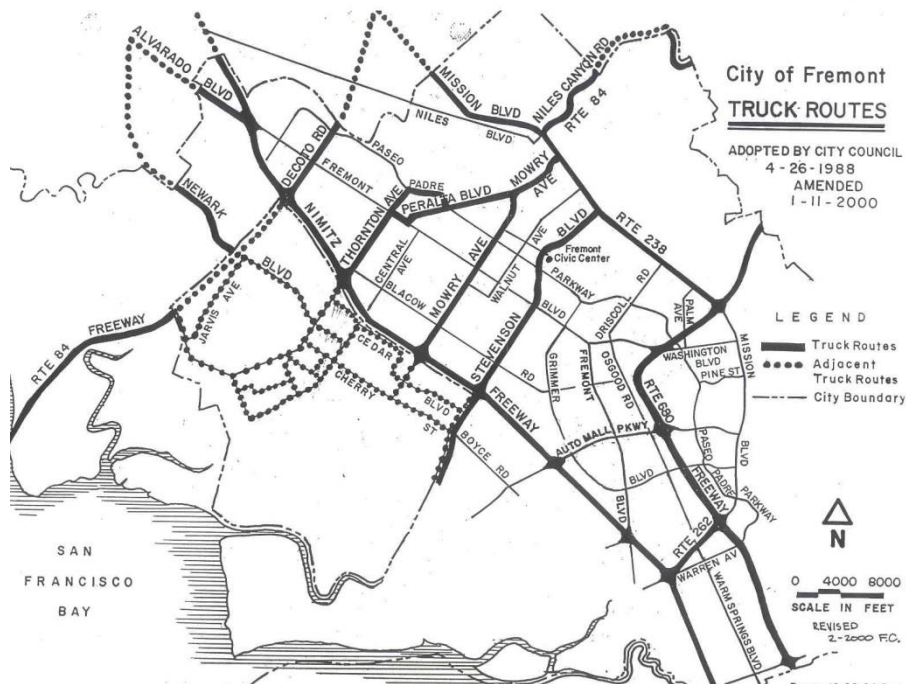
1.03 TEMPORARY USE OF PUBLIC FACILITIES

- A. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alley, way, or parking area during the performance of the Work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the public's use of the surrounding public area, or the authorized of the City, utility companies, or other agencies in such streets, alleys, ways, or parking areas.

- B. Any work in the Public Right-of-Way will require a separate street encroachment permit to be obtained by the Contractor from the City of Fremont Engineering Division, 39550 Liberty Street, 2nd Floor, Fremont, California 94538, (510) 494.4700 or <http://www.fremont.gov/Permits/EngineeringPermits/EncroachmentPermit.htm>.
- C. Any work in the Public Right-of-Way shall use all applicable traffic control safety measures per CALTRANS Standard Specification Section 7-1.09 Public Safety; CALTRANS Standard Specification Section 12 Construction Area Traffic Control Devices and CALTRANS Manual of Traffic Controls for Construction and Maintenance Work Zones.
- D. Temporary provisions shall be made by the Contractor to assure the public's safe and continuous use of the sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.
- E. Fire hydrants on or adjacent to the Project site shall be kept accessible to fire fighting apparatus.

1.04 HIGHWAY LIMITATIONS

- A. The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to and from the project site. It shall be the Contractor's responsibility to construct and maintain any access or haul roads required for its operations.
- B. All hauling by motor vehicles shall be confined to truck routes, except where otherwise authorized in writing by the Construction Manager. Truck routes are those shown on the map titled "City of Fremont Truck Routes, Adopted by City Council 4-26-1988" incorporated into these specifications, and as designated in the Fremont Municipal Code. The Contractor is responsible for acquiring all oversize/overweight vehicle permits from agencies having jurisdiction when transporting materials or equipment with size and weight exceeding established hauling criteria.



<http://www.fremont.gov/Permits/EngineeringPermits/TransportationPermit.htm>

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SECTION 01560 - PROTECTION OF EXISTING IMPROVEMENTS AND RESOURCES

1.01 GENERAL

- A. The Contractor shall protect all existing utilities, trees, shrubbery, landscaping, irrigation facilities, wells, buildings, fences, roadside signs, poles, and all other improvements not designated for demolition and removal, and shall restore damaged or temporarily relocated utilities and other improvements as listed above to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. All oil, gas or water pipelines and mains; power, telephone or other communication wires and cables and their associated raceway and poles; irrigation lines, wells, or sewer and storm drain systems encountered during the Work shall remain continuously in service during all operations under the Contract, unless other arrangements satisfactory to the City are made with the owner of said services. The Contractor shall be responsible for and shall repair all damage to said services due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.
- C. The Contractor is responsible for any and all damages resulting from insufficient weather protection. Contractor is to coordinate exterior work to avoid damage.
- D. All reference markings made by the Contractor shall be done with spray chalk or approved equal, and shall be removed by the Contractor when no longer needed.

1.02 PROTECTION OF SURVEY MARKS

- A. The Contractor shall not destroy, remove, or otherwise disturb existing survey markers without proper authorization. No demolition or excavation shall be started until all survey or other permanent marker points that will be disturbed by the Work have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the Construction Manager of the time and location that work will be done. Such notification shall be sufficiently in advance of demolition so that there will be no delay due to waiting for survey points to be referenced for restoration. All survey markers or point disturbed by the Contractor without proper authorization of the Construction Manager, will be restored by the City at the Contractor's expense after all contract work has been completed.

1.03 EXISTING UTILITIES AND IMPROVEMENTS

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, or other pipelines; all buried power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway right-of-ways the Contractor shall notify the Underground Service Alert Agency (800.227.2600) and the respective authorities representing the owners or agencies responsible for such underground facilities not less than 48 hours prior to excavation so that a representative of said owners or agencies can mark the utility alignment or be present during such work if they so desire.
- B. The Contractor shall verify the exact locations and depths of all utilities and other improvements shown and the Contractor shall make exploratory excavations of all utilities and other improvements that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after issuance of the Notice to Proceed and, in any event, a sufficient time in advance to avoid possible delays to the Contractor's works. When such exploratory excavations show the utility or improvement location as shown to be in error, the Contractor shall notify the City via the Construction Manager.

- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.
- D. The Contractor shall protect all underground utilities and other improvements, which may be impaired during the Work. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- E. Where proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement, which is shown on the Construction Documents, the Contractor shall remove, and without unnecessary delay, temporarily replace or relocate such utility or the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- F. In case it shall be necessary to relocate or remove the property of any public utility or franchise holder and such work is not shown, the utility or franchise holder, will, upon the request of the Contractor, be notified by the City to move such property. The Contractor shall notify the Construction Manager a sufficient time in advance for the necessary measures to be taken to avoid unnecessary delay of the Work and to prevent interruption of service.
- G. Existing utility lines that are shown or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the Contractor.
- H. In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, a written report thereof, generated by the Contractor, shall be made immediately to the City. If directed by the City, the Contractor, under the provisions for changes and extra work, shall make repairs.
- I. All repairs to damaged improvements are subject to inspection and approval by an authorized representative of the improvement owner prior to concealment, backfill or other work.
- J. The right is reserved to the City and to the owners of public utilities and franchises to enter at any time upon any public property, right-of-way, or easement for the purpose of maintaining or making changes in their facilities.

1.04 TREES AND OTHER VEGETATION WITHIN PROJECT LIMITS

- A. The Contractor shall exercise all necessary precautions so as not to destroy or damage any trees, or other vegetation, including any landscaping material lying within the project limits, and shall not trim or remove any trees unless such trees have been approved, in writing, for trimming or removal by the City or other jurisdictional agency. All existing trees and other vegetation, which become damaged during demolition, shall be trimmed or replaced by the Contractor in consultation with a certified arborist to the satisfaction of the City and/or agency. Tree trimming and replacement shall be accomplished as approved and directed by the Construction Manager.
- B. City Tree Preservation Requirements, Tree Survey Standards, Arborist Analysis Report Standards and Standard Tree Preservation notes from the City Landscape Development Requirements and Policies are attached (pages 4-7) plus Sheet 8 depicting standard tree protection fencing. Contractor protection of existing trees, including protective fencing around the tree drip line is required.

- C. The Contractor shall immediately notify the City and/or other jurisdictional agency if any tree is damaged by the Contractor's operations. If, in the opinion of the City or said other agency, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the City or other jurisdictional agency. The size of the trees shall not be less than 1-inch diameter nor less than 6 feet in height. Fines will be assessed against the Contractor for removal of trees without the prior written approval of the City. The minimum amount of the fine or restitution to the City will be the replacement of the tree removed, with one of equal or greater size and maturity and as approved by the City. Larger fines may be assessed against the Contractor depending on the circumstances and type of tree removed, especially in the case of trees listed in the City's Historical Tree List.

1.05 PROTECTION OF ADJACENT STRUCTURES

- A. The Contractor shall take steps to protect adjacent structures from damage during all project activities, including, but not limited to, building hazardous materials removal, salvage/recycling, demolition, basement demolition, backfilling, grading and landscaping operations.
- B. Any and all damage to adjacent structures resulting from activities related to the Work shall be the responsibility of the Contractor.
- C. If damage occurs, the Contractor will take immediate steps to remedy the situation in the field.

1.06 CULTURAL RESOURCES

- A. The Contractor's attention is directed to the National Historic Preservation Act of 1966 (16 U.S.C. 470 and 36 CFR 800), which provides for the preservation of potential historical architectural, archaeological, or cultural resources (hereinafter called "cultural resources").
- B. The contractor shall conform to the requirements of the National Historic Preservation Act of 1966 as it relates to the preservation of cultural resources.
- C. In the event potential cultural resources are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
 - 1. The Construction Manager will issue a Field Order directing the Contractor to cease construction operations at the location of such potential cultural resources find.
 - 2. Such Field Order shall be effective until such time as a qualified archaeologist can assess the value of such potential cultural resources and make a recommendation to the State Water Resources Control Board Cultural Resources Officer.
- D. If the archaeologist determines that the potential find is a bona fide cultural resource, at the direction of the State Water Resources Control Board Cultural Resources Officer, the Contractor shall suspend work at the location of the find under the provisions for changes contained in Articles 10, 11, and 12 of the General Conditions.

END OF SECTION

RESERVED – NOT USED

SECTION 01570 - TEMPORARY CONTROLS AND FACILITIES

PART 1 – GENERAL

1.01 BEST MANAGEMENT PRACTICES

- A. Best Management Practices, as published by the Alameda Countywide Clean Water Program, are incorporated into these Special Provisions and are to be followed during the activities on this project. Full compensation for the adherence to the Best Management Practices shall be considered as included in the price paid for work involved in this project, and no separate payment will be made thereof.

1.02 DUST ABATEMENT

- A. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Construction Manager.
- B. Upon failure of the Contractor to remove the dust nuisance as specified in Paragraph A within 2 hours after notification by the Construction Manager, the City may order that such work be done by others, and all costs therefore shall be deducted from monies owned or to be owed the Contractor.

1.03 RUBBISH CONTROL

- A. During the progress of the Work, the Contractor shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals, satisfactory to the Project Manager, of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable laws and regulations.

1.04 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets and washing stations shall be provided by the Contractor for Contractor's employees, subcontractors, vendors, and suppliers.
- B. Sanitary and Other Organic Wastes: The Contractor shall establish a regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Construction Manager and in accordance with all laws and regulations pertaining thereto.

1.05 FEDERAL WATER POLLUTION CONTROL ACT

- A. The Contractor's attention is directed to the Federal Water Pollution Control Act amendments of 1972 (Public Law 92-500) which requires a Corps of Engineers permit under Section 404 of the Act, for the discharge of one cubic yard or more of any dredged or fill material into "navigable waters" as defined in "Permits for Activities in Navigable Waters or Ocean Waters," Paragraph (d)(2), Federal Register of 25 July 1975, page 3134.

1.06 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.07 HAZARDOUS WASTE MATERIALS

- A. The City's liability for the discovery of unforeseen deposits of hazardous waste materials shall be limited to the provisions included in the GENERAL CONDITIONS.

1.08 SITE SECURITY

- A. Security of the Project site is solely the responsibility of the Contractor. The Contractor, at its own expense shall enclose the Project Site with a fence adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism.
- B. The Contractor shall secure any open access points to the project area during all hours when Contractor is not actively engaged in the performance of the Work.
- C. The Contractor may at the Contractor's elective option station guards or other additional deterrent devices, as may be required to deter vandalism or theft, including but not limited to barricades, and security lighting

END OF SECTION

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements governing Contractor's selection of products for use in the Project.

1.02 RELATED SECTIONS

- A. Section 01300 Submittals
- B. Section 01630 Product Substitution Procedures

1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change meaning of other terms used in Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in construction industry.
 - 1. Products: Items purchased for incorporation in Work, whether purchased for the Project or taken from previously purchased stock. Term "product" includes terms "material," "equipment," "system," and terms of similar intent, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work
 - a. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of Contract Documents.
 - 2. Materials: Products substantially shaped, cut, worked, finished, refined or otherwise fabricated, processed, or installed to form part of the Work.
 - 3. Equipment: Products with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.04 SUBMITTALS

- A. Product List: Prepare list showing products specified in tabular form acceptable to Construction Manager and Architect. Include generic names of products required. Include manufacturer's name and proprietary product names for each item listed.
 - 1. Coordinate product list with Contractor's Construction Schedule and Schedule of Submittals.
 - 2. Prepare product list with information on each item tabulated under following column headings:
 - a. Related Specification Section number
 - b. Generic name used in Contract Documents
 - c. Proprietary name, model number, and similar designations
 - d. Manufacturer's name and address

- e. Supplier's name and address
 - f. Installer's name and address
 - g. Projected delivery data or time span of delivery period
3. Initial Submittal: Within FIVE (5) days after commencement of Work, submit three (3) copies of initial product list to the City. Provide written explanation for omissions of data and for known variations from Contract requirements.
- a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
4. Completed List: Within forty-five (45) days after commencement of Work, submit three (3) copies of completed product list to the City. Provide written explanation for omissions of data and for known variations from Contract requirements.
5. The City's Project Manager will promptly reply in writing if there is reasonable objection to listed items. No response within this period constitutes no objection to listed manufacturers or products but does not constitute waiver of requirement that products comply with Contract Documents. City response will include list of unacceptable product selections, containing brief explanation of reasons for rejection.

1.05 QUALITY ASSURANCE

- A. General Requirements: Provide products that comply with Contract Documents, that are undamaged and, unless otherwise, indicated, new at time of installation.
- B. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- C. Source Limitations: To fullest extent possible, provide products of same kind from single source.
- D. Provide products complete with accessories, trim, finish, safety guards, and other devised and details needed for complete installation and intended use and effect.
- E. Compatibility of Options: When given option of selecting between two (2) or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- F. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on exterior.
 - 1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
 - 2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate on easily accessible surface that is inconspicuous in occupied spaces. Nameplate shall contain following information and other essential operating data:
 - a. Name of product and manufacturer
 - b. Model and serial number

- c. Capacity
- d. Speed
- e. Ratings

1.06 PRODUCT DELIVERY, STORAGE, PROTECTION, AND HANDLING

- F. Deliver, store, and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage at site (if space is available) and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to site (if space is available) in undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products upon delivery to ensure compliance with Contract Documents and to ensure that products are undamaged, and property protected.
 - 5. Store products at site in manner that will facilitate inspection and measurement of quantity or counting of units.
 - 6. Store heavy materials away from Project structure in manner that will not endanger supporting construction.
 - 7. Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- G. Transport and handle products in accordance with manufacturer's instructions.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage. Provide special protection where specified in individual specification Sections.
- J. The City does not take responsibility of any material until it has been installed and work has been accepted.

PART 2 – PRODUCTS

2.01 PRODUCT SELECTION

- A. Product Selection Procedures: Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
 - 1. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in Work, but do not restrict Contractor to use of these products only. Contractor may propose any available product that complies with Contract requirements.

2. Products Specified by Indicating Basis for Design: Design and approval is based on Systems, products, and assemblies of manufacturer indicated. Equivalent systems, products, and assemblies of other named manufacturers may be used; however, Contractor is responsible for additional approvals required, for coordination with remainder of Contract Documents, and for costs of redesign or recalculation required. Comply with Section 01630 to obtain approval for use of unnamed product.
3. Descriptive Specification Requirements. Where Specifications describe product or assembly, listing exact characteristics required, with or without use of brand or trade name, provide product or assembly that provides characteristics and otherwise complies with Contract requirements.
4. Performance Specification Requirements. Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by manufacturer for application indicated.
 - a. Manufacturer's recommendations may be contained in published product literature or by manufacturer's certification of performance.
5. Visual Matching: Where Specifications require matching established sample or existing product, the City's decision will be final on whether proposed product matches satisfactorily.
 - b. Where no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of Section 01630 for selection of matching product in another product category.
6. Visual Selection: Where specified product requirements include phase ". . .as selected from manufacturer's standard colors, patterns, textures. . ." or similar phase, select product and manufacturer that complies with other specified requirements. Architect will select color, pattern, and texture from product line selected.

PART 3 – EXECUTION

3.01 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in applications indicated. Anchor each product securely in place accurately located and aligned and other Work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

SECTION 01630 - PRODUCT SUBSTITUTION PROCEDURES

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for handling requests for substitution made after award of Contract.

1.02 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by Contractor after award of Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 1. Substitutions requested during bidding period, and accepted by Addendum prior to award of Contract, are included in Contract Documents and are not subject to requirements specified in this Section for Substitutions.
 2. Revisions to Contract Documents requested by the City or their representative.
 3. Specified options of products and construction methods included in Contract Documents.
 4. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.03 SUBMITTALS

- A. Substitutions will not be considered when:
 1. Indicated on shop drawings or product data submittals without separate formal request.
 2. Requested directly by subcontractor or supplier.
 3. Acceptance will require substantial revision of Contract Documents.
 4. Proposed changes are not in keeping with general intent of Contract Documents.
- B. Requests for substitution will be considered only within thirty-five (35) days after selection of Contractor. The Contractor hereby agrees that failure to submit alternative product requests within the stipulated time period shall act as a waiver of any future rights to offer such substitutes, and the Contractor hereby agrees to provide one of the specific products called for in the Contract Documents. Other requests will be considered only when:
 1. Specified product or method of construction cannot be provided within Contract Time. Construction Manager will not consider request if product or method cannot be provided as result of failure to pursue Work promptly or coordinate activities properly.
 2. Subsequent information or changes indicate specified product will not perform as intended.
 3. Specified product or method of construction cannot receive necessary approval by governing authority, and requested substitution can be approved.
 4. Specified product or method of construction cannot be provided in manner that is compatible with other materials and where Contractor certified that substitution will overcome incompatibility.
 5. Specified product or method of construction cannot be coordinated with other materials and where Contractor certifies that proposed substitution can be coordinated.

6. Specified product or method of construction cannot provide warranty required by Contract Documents and where Contractor certifies that proposed substitution provides required warranty.
- C. Submit two (2) copies of each request to the City's Project Manager. Submit separate form for each substitution.
1. Identify products by Specification Section and Article numbers.
 2. Provide manufacturer's name and address, trade name of products, and model or catalog number.
 3. List fabricators and suppliers as appropriate.
 4. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents including independent laboratory testing reports, approval numbers, listings, and approved assembly descriptions as requested by Construction Manager, or as required by agencies having jurisdiction.
 5. Attach product data as specified in Section 01300.
 6. Give itemized comparison of proposed substitution with specified product, listing variation, and reference to Specification Section and Article numbers.
 7. Give quality and performance comparison between proposed substitution and specified product.
 8. Submit written certification from manufacturer that proposed substitution is appropriate for this application.
 9. List availability of maintenance services and replacement materials.
 10. State effect of substitution on construction schedule, and changes required in other Work or products.
- D. Only one (1) request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
- E. Construction Manager will determine acceptability of substitutions.
- F. Do not order or install substitute products without written acceptance.
- G. By making request for substitutions, Contractor:
1. Represents that Contractor has personally investigated proposed substitute product and determined that it is equal to or superior in all respects to that specified, including, but not limited to, meeting or exceeding the project's environmental requirements.
 2. Represents that Contractor will provide same warranty for substitution that Contractor would for that specified.
 3. Will coordinate installation of accepted substitute, making such changes as may be required for Work to be compatible with substrates and adjacent materials, and complete in all respects.
 4. Waive claims for additional time related to substitution, which may later become apparent.
 5. Certifies that cost data presented is complete and includes related costs under this Contract, including redesign costs, and waives claims for additional costs related to substitution which may later become apparent.

- H. Modification of Documents: Where substitution required, for proper installation, changes to design of Work as indicated on accepted Shop Drawings, furnish drawings and specifications, revising Contract Documents, prepared by and bearing the seal and signature of the appropriate design Professions licensed in the state of California.
1. Submit revised Documents for acceptance in accordance with Section 01300.
 2. Provide revised drawings sufficiently complete for proper installation of substitution and related Work.
 3. If, in the sole judgment of the City's Project Manager, proposed substitution is of such significance or deals with product or system affecting basic design or aesthetics, Contractor will reimburse the City for changes required to Contract Documents as follows:
 - a. Reimburse the City for time spent in changing Contract Documents at rate of 2.7 times rate of Direct Personnel Expense (DPE). DPE is defined as direct salaries of personnel engaged on Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contribution and benefits.
 4. Contractor is responsible for the cost of revised Documents, obtaining and paying for review and plan check by authorities having jurisdiction, and cost of revised construction.
 5. Revised drawings shall be submitted with Record Documents.

1.04 SUBMITTAL PROCEDURES

- A. The City's Project Manager will, if necessary, request additional information or documentation for evaluation within one (1) week of receipt of request for substitution.
1. Construction Manager will make a reasonable attempt to determine products proposed for substitution are equivalent to, or can be modified in order to be equivalent to specified products. Where extensive investigation is required and requested by the Contractor, Contractor shall reimburse the City for the time spent in processing additional resubmittals at rate of 2.7 times rate of Direct Personnel Expense (DPE).
 2. Products proposed for substitution are accepted subject to modifications by manufacturer, if necessary, to meet detailed requirements of Drawings, and Specifications.
- B. The City will notify Contractor of acceptance or rejection of substitution within two (2) weeks of receipt of request of additional information or documentation, whichever is later. Acceptance will be in form of Change Order.
- C. Use product specified if the City's Project Manager cannot make decision on use of proposed substitute with time allocated.
- D. For Accepted Products: Submit shop drawings, product data, and samples in accordance with Section 01300.
- E. Contractor's submittal, and the City's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with Contract Documents to not constitute acceptable or valid request of substitution, nor do they constitute approval.

END OF SECTION

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SECTION 01770 - PROJECT CLOSEOUT

1.01 FINAL CLEANUP

- A. The Contractor shall promptly remove all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

1.02 CLOSEOUT TIMETABLE

- A. The Contractor shall establish dates for equipment testing, acceptance periods, (as required under the Contract). Such dates shall be established not less than ten (10) working days prior to beginning any of the foregoing items, to allow the City, the Engineer, and their authorized representatives and consultants sufficient time to schedule attendance at such activities.
- B. All temporary buildings, including field offices, storage buildings, and sheds shall be removed from the project site within 7 calendar days after completion of the Work as defined in the Contract Documents. All temporary services such as water, power, utilities, service contracts, pager contracts, telephones, and other temporary services shall remain in service for 7 days following execution of a Notice of Completion of the Work by the City, and shall be discontinued within 7 days after said execution of a Notice of Completion of the Work.

1.03 FINAL SUBMITTALS

- A. The Contractor, prior to requesting its final progress payment, shall submit the following items to the Engineer:
 - 1. Certificates of inspection and acceptance by local governing agencies having jurisdiction
 - 2. As- Built Drawings of any features added or discovered not shown on the plans.
 - 3. Any other required documents specified in the contract documents.

1.04 COMPLETION OF THE WORK

- A. When requested by the Engineer or Building Official, the Contractor shall certify that all Work on the project has been substantially completed in accordance with the approved Contract Documents.
- B. Completion of the Work, as the term is used in this Contract shall mean substantial completion of the Work and acceptance by the City. Substantial completion shall mean substantial performance of the Contract, which shall exist where there has been no willful departure from the terms of the Contract, and no omission in essential points, and the Contract has been honestly and faithfully performed in its material and substantial particulars, and the only variance consists of technical or relatively unimportant omissions or defects, and the Work can be used or occupied for the purpose for which it was intended.
- C. The date of substantial completion of the Project shall be the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the City can occupy or utilize the project for the use for which it was intended, and the legislative body of the City has accepted the Project as evidenced by execution and recording of a Notice of Completion.

1.05 REMAINING PUNCH LIST ITEMS

- A. Upon attaining substantial completion as defined in the General Conditions and upon acceptance of the Work by the City, by agreement between the parties some small remaining punch list items may remain to be completed by the Contractor, as provided under the provisions for "Completion of the Work" in Paragraph 1.04A, herein.
- B. The City shall have the right to retain an additional amount of money from the final progress payment due the Contractor, equal to 1.25 times the Engineer's estimate of the value of such uncompleted punch list items. The Contractor hereby agrees to complete all such outstanding punch list items within 30 calendar days following the date of the Notice of Completion and acceptance of the Work by the City.
- C. As provided in the General Conditions, failure of the Contractor to complete or correct all such outstanding punch list work to the satisfaction of the Engineer within 30 calendar days following acceptance and Notice of Completion, shall constitute a waiver by the Contractor of all rights to any and all claims it may have to all monies withheld by the City under the Contract to cover the value of such uncompleted or uncorrected items.

1.06 MAINTENANCE, CORRECTION AND REPAIR PERIOD

- A. The Contractor shall comply with the correction and repair requirements contained in the General Conditions and Supplemental Conditions.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the Contractor shall have obtained a statement in writing from the affected private owner or public agency releasing the City from further responsibility and liability in connection with such repair or resurfacing.
- C. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the City. If the Contractor fails to make such repairs or replacements promptly, the City reserves the right to do the work or to have the work done by others and the Contractor and its Surety shall be liable to the City for the cost thereof.

- END OF SECTION -

DIVISION 1 - APPENDIX - A

The following documents and information are included in this appendix.

1. Register a Business
2. Business Tax Application
3. Subcontractor Business Tax Status Sheet
4. Building & Safety
 - i. Plans and Permits Division
 - ii. Building Permit
 - iii. Permit Application
5. Building Inspection
6. Scheduling an Inspection
7. Clean Bay Blueprint- Best Management Practices
 - i. Useful Phone Numbers

1. Register a Business



Search Fremont...

Your Government Departments Our Community Doing Business How Do I

- Guide to Doing Business in Fremont
- Apply for a Business Tax Account
- Home-Based Business
- Out of Town Business
- Renew Your Business Tax Account
- Change Your Business Tax Account
- Close Your Business Tax Account
- Pay Business Tax Balance Due
- Business Tax Exemptions
- Credit Card Authorization Form
- Subcontractor List

[Council Meetings](#)

[Jobs](#)

Home > Departments > Finance > Businesses > Apply for a Business Tax Account

Establishing a Business Tax Account

Steps to Create and Pay Your Business Tax Account

In order to establish a business tax account with the City of Fremont, please follow these steps:

- Check to see if you qualify for a [Business Tax Exemption](#)
- If you do not qualify for an exemption, you will be required to complete a Business Tax Application
- **If you have never had a business tax account with the City of Fremont, you may apply for a business tax account online.** Go to the following page and click on 'Apply': <https://blweb.fremont.gov/primeweb>
- **If you have previously had a business tax account with the City of Fremont, you will need to complete our fillable [Business Tax Application](#),** print and submit it with check or [Credit Card Authorization Form](#) payment to the City of Fremont Revenue Division, 39550 Liberty Street, P.O. Box 5006, Fremont, CA 94537-5006. Alternatively, you may print, scan, and email your completed application and [Credit Card Authorization Form](#) to businesstax@fremont.gov.

Additional information

- If you will be registering your business using a name other than your legal name, you will need to register the business name with the County of Alameda, County Clerk, at 1106 Madison Street, Oakland, CA 94607; contact the [County Clerk's Office](#) at (510) 272-6362
- If your business will sell a product, you may be required to have a Seller's Permit; contact the [State Board of Equalization](#) at 1515 Clay Street, Suite 303, Oakland, CA, at (510) 622-4100, or at (800) 432-7115 to find out if you need a Seller's Permit
- If you will be doing business in Fremont from a location outside of the City limits, you will need to complete a Business Tax Application
- If you will be running a business from a residence, you will need to complete the Home Occupation Permit Application. See [Home-Based Business](#) for more information
- Certain businesses may require additional permits and may incur different tax rates; contact the Revenue Division at (510) 494-4790 for more information
- Registration tax is due at the time you start your business; the tax is \$30 for commercial and home-based businesses, except licensed contractors who pay \$125 for a one year business tax certificate. A \$4 State Mandated fee will need to be included in the total registration fee
- You are required to renew your Business Tax annually or close your business tax account prior to its expiration date
- Further information on the City of Fremont Business Tax can be found in the [Fremont Municipal Code](#)

If you have any questions, you may contact the Revenue Division during our business hours: Monday-Thursday 8 a.m. - 4 p.m. and Friday 8 a.m. - 12 p.m. (excluding City of Fremont Holidays).

Phone: (510) 494-4790
Email: businesstax@fremont.gov
Fax: (510) 494-4754

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2. Business Application



Finance Department - Revenue Division
 Ph: (510) 494-4790 | Fax (510) 494-4754 39550
 Liberty Street, P. O. Box 5006
 Fremont, CA 94537-5006
 www.fremont.gov

BUSINESS TAX APPLICATION

Business Tax No. _____

- New Business
- Home Occupation Form Required
- Out-Of-Town Business
- Change of Owner
- Change of Business Name
- Location Change 2nd Location

Click to print: Print

Please complete ALL SPACES related to your business. Please type or print clearly in ink.			
Business Name		Bus. Start Date in Fremont	
Corporation Name <small>(if different)</small>		Sellers Permit No.	
Business Location <small>(Cannot be P.O. Box per State of California Business & Professions Code-Section 17538.9)</small>		Federal Tax ID No.	
Mailing Address		State Tax ID No.	
Phone No.	Alternate/Cell	State License No.	
Email Address		License Type	
Website Address		Expiration Date	
Ownership	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Trust		
CHECK ALL APPROPRIATE BOX(ES) AND DESCRIBE BUSINESS ACTIVITY. WRITE PERCENTAGE IF MORE THAN ONE.			
Provide detailed description of business activity conducted in Fremont.			
Does your company sell products over the Internet? <input type="checkbox"/> Select <input type="checkbox"/> Or by catalog? <input type="checkbox"/> Select		Number of employees at Fremont Location including owner: _____	
Retail Sales _____ %	Service _____ %	What is the square footage at your location: _____	
Wholesale _____ %	Professional Services _____ %	Does your business share occupancy with another business? If yes, list name of business: _____	
Warehousing _____ %	Administrative Office (No Sales) _____ %	If your business has more than one location in Fremont, indicate the location(s): _____	
Manufacturing _____ %	Rental Property _____ %	<input type="checkbox"/> Please check here if you do not wish to have your business information listed on 3rd party business lists.	
Real Estate _____ %	Property Management _____ %		
Enter below names of Owners, Partners, or Corporate Officers - DO NOT LEAVE BLANK (attach additional sheet, if necessary)			
1st Owner Name	Title	Phone No.	
Home Address <small>(Cannot be P.O. Box)</small>		Driver Lic. No.	
		Soc. Sec. No.	
2nd Owner Name	Title	Phone No.	
Home Address <small>(Cannot be P.O. Box)</small>		Driver Lic. No.	
		Soc. Sec. No.	
In case of emergency, please contact (attach additional sheet, if necessary)			
Contact Name		Phone No.	
Address		Cell No.	
<p><small>NOTE: Payment of Business Tax does not relieve the Applicant (Business) of the requirement to comply with Zoning, Health, Safety and other regulations (State, City and Federal). All persons conducting a business in/from the City of Fremont are required to pay the City Business Tax and any related fees. It is important that the City has a correct and accurate record of your business. The application for a FREMONT BASED BUSINESS is subject to a review process. I hereby certify under penalty of making a false oath that the information contained herein is, to the best of my knowledge and belief, a true and complete statement.</small></p> <p>I understand that it is my responsibility to renew or close my business tax account prior to its expiration date.</p>		<p><small>NOTICE: Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies: The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx - The Department of Rehabilitation at www.rehab.ca.gov/dnet.gov - The California Commission on Disability Access at www.cdda.ca.gov.</small></p>	
Signature of Owner or Authorized Agent		OFFICIAL USE ONLY	
Applicant's Printed Name		Date Paid	Seq. No.
Phone Number		Amount Paid	Check No.
Date			

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Finance Department - Revenue Division
 (510) 494-4790
 39550 Liberty Street, P. O. Box 5006
 Fremont, CA 94537-5006
 www.fremont.gov
 Fax (510) 494-4754

BUSINESS TAX APPLICATION, p.2

All persons conducting a business in/from the City of Fremont are required to pay the City Business Tax and any related fees. It is very important that the City has a correct and accurate record of your business.

The application for FREMONT BUSINESS TAX is subject to a review process.*

* In order to open a business, approval may be required from the Planning Division, Building & Safety Division, Police Department, Fire Department, and/or the Alameda County Health Department.

Business Name: _____

Business Location: _____
 (Cannot be P.O. Box) Number Street City State Zip

OFFICIAL USE ONLY

Returned to Revenue by: _____ Bldg. Insp. File #: _____
 Taxpayer #: _____ MIS #: _____ SIC: _____
 Occ. Grp.: _____ Construction Type: _____

Zoning District	Appl Rec'd	Reviewed (See Comments)	Name of Reviewer	Date
Zoning	494-4455			
Building Inspection	494-4460			
Fire/Hazardous Mat Dept.	494-4285			
Police Dept.	790-8972			
Health Dept.	567-6700			

Department	Reviewer Comments

Department	Other Comments

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Attached please find a copy of "Subcontractor Business Tax Status Sheet". It shall be the responsibility of the person obtaining a Building Permit to complete this form and return it to the Building & Safety Department prior to obtaining a final inspection and/or utility release.

The following steps shall be taken to complete this form:

1. List job address and Building Permit Number.
2. Print the name, address and telephone number section for each specialty class of contractor that will be working on your project. If you will not be using a specific specialty class such as C-61 "Limited Specialty", please print N/A on line. If additional space is needed, use spaces provided on back side of the form.
3. Complete the "Prepared By" section and date.
4. Return the form to Revenue & Treasury Division for validation. Should the Building Inspector have no knowledge of the status of your Subcontractor Business Tax Status Sheet, a final inspection shall not be authorized and re-inspection fee assessed.

If you have any further questions about the completion of this form or associated procedure, please contact the Revenue & Treasury Division at (510) 790-6950.

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3.Subcontractor Business Tax Status Sheet



Revenue Division | Finance Department
 39550 Liberty Street | PO BOX 5006, Fremont CA 94538
 510-494-4790 ph | 510-494-4754 fax | businessstax@fremont.gov email

Must Be Validated

Prior to Any Inspection

SUBCONTRACTOR BUSINESS TAX STATUS SHEET

General Contractor's Name:

Job Address: Bldg. Permit No.

License Class	Specialty Class	Business Name	Address & Telephone No.	State Contractor's License No.	Fremont Business Tax No.	Expiration Date
N/A	Architect / Designer Drafter					
N/A	Engineer / Project Consultant					
N/A	Permit Expediter					
A	General Engineering					
B-1	General Contractor					
C-2	Insulation / Acoustical					
C-4	Boiler / Water Heater					
C-5	Framing / Rough Carpentry					
C-6	Cabinet, Millwork / Finish Carpentry					
C-7	Low Voltage Systems					
C-8	Concrete					
C-9	Drywall					
C-10	Electrical					
C-11	Elevator					
C-12	Earthwork & Paving					
C-13	Fencing					
C-15	Flooring & Floor Covering					
C-16	Fire Protection					
C-17	Glazing					
C-20	Heating / Vent / Air-Cond					
C-21	Bldg. Moving / Demo					
C-22	Asbestos Abatement					

Rev. 02/08/2017

See Reverse

Job Address: Bldg. Permit No. Page 2

License Class	Specialty Class	Business Name	Address & Telephone No.	State Contractor's License No.	Fremont Business Tax No.	Expiration Date
C-23	Ornamental Metal					
C-27	Landscape					
C-29	Masonry					
C-32	Parking & Highway Improvement					
C-33	Painting / Decorating					
C-34	Pipeline					
C-35	Lathing / Plastering					
C-36	Plumbing					
C-38	Refrigeration					
C-39	Roofing					
C-42	Sanitation System					
C-43	Sheet Metal					
C-45	Sign					
C-46	Solar					
C-47	Gen. Mfg. Housing					
C-50	Reinforcing Steel					
C-51	Structural Steel					
C-53	Swimming Pool					
C-54	Tile					
C-55	Water Conditioning					
C-60	Welding					
C-61	Limited Specialty					

Note: Inspection and/or Utility Release shall not be authorized until this form has been completed and returned to the City of Fremont Revenue Division; 39550 Liberty Street, P.O. Box 5006, Fremont CA 94538; Fax: 510-494-4754 / email: businesstax@fremont.gov.

Prepared by:
 Print Name Signature Date

Business Name: Official Use Only: Reviewed By: _____ Date: _____

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4. Building & Safety



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Building & Safety

Building and Safety is a division of the Community Development Department and performs the following services for the Fremont community.

Plans and Permits

The Plans and Permits team processes permits, reviews plans, and issues permits for construction projects within the City of Fremont. Plans and permit applications can be submitted via [email](#) or in person at the [Development Services Center](#).



Building Inspection

Inspections are performed to ensure that each construction project is in compliance with the approved plans, specifications, and codes. Inspections are required for all building permits and can be scheduled [online](#) or by calling 510-494-4885. For commercial AFES, fire alarm, and fire code inspections, contact us via [email](#) or by calling 510-494-4428.



Code Enforcement

The Code Enforcement team enhances safety within the community and protects property values. Residents can report issues like blighted properties, dangerous buildings, and unsanitary homes. Complaints can be submitted [online](#) or by calling 510-494-4430.



Contact Us

Building & Safety
39550 Liberty St.
Fremont, CA 94538
[View Map](#)

Ph: 510-494-4460
Fx: 510-494-4820

Office Hours
Monday - Thursday
8 a.m. - 4 p.m.
Friday
8 a.m. - 12:00 p.m.

Phone Hours
Monday - Friday
8 a.m. - 5 p.m.

FAQs

- [Do I need a permit for a storage shed, playhouse, etc.?](#)
- [What are the requirements for carbon monoxide detectors?](#)
- [What are the hours that construction work is allowed to take place?](#)

[View All](#)

Quick Links

[Citizen Access](#)

Introducing [Citizen Access](#), the City of Fremont's new online tool for looking up permitting information on a specific property, checking on the status of a permit, requesting a building inspection, and submitting a complaint to the City's Code Enforcement division. Citizen Access is quick, convenient, and easy to use. Visit Fremont.gov/CitizenAccess to get started.



[Civic Insight](#)

Introducing [Civic Insight](#), the City's new interactive map that plots major development (vertical construction) permit activity citywide over the past 10 years. For minor permit activity (e.g., solar, home occupation, encroachment permits), use [Citizen Access](#)



Resources

- [Building and Fire Code Information](#)
- [Building Permit Application](#)
- [Building Permit Information](#)
- [Building Permit and Plan Review Forms](#)
- [California Building Standards Codes](#)
- [Construction Hours](#)
- [Recognized Special Inspection Testing Agencies](#)
- [Residential Projects and Resources](#)
- [Third Party Field Evaluation Bodies](#)

- [Green Product Directory](#)
- [Building Code Handouts](#)
- [Guide to Engineering and Land Surveying](#)

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- 2016 California Building Code
- Application for Building Permit
- ADA Business Requirements
- Building and Fire Codes
- Building Code Handouts
- Building Permits
- Electronic Plan Review
- Forms
- Ordinances
- Plan Check Review
- Plan Review Schedule
- Residential Projects and Resources

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Plans & Permits



[Application for Building Permit](#)

[ADA Business Requirements](#)

[Building and Fire Codes](#)

Find ordinances for building and fire codes, energy reach does, earthquake hazard reduction, and post-disaster situations

[Building Code Handouts](#)

Find codes for building, electrical, mechanical, and plumbing

[Building Permits](#)

Find permit information related to building and construction

[Electronic Plan Review](#)

- [Electronic Solar Photovoltaic and Power Storage Unit Permits](#)
- [Electronic Commercial and Residential Plan Review](#)

[Forms](#)

[Plan Check Review](#)

Learn more about submitting your projects and plans for review

[Plan Review Schedule](#)

Look up timetables for the plan review process

[Residential Projects and Resources](#)

Find everything you need to start your residential project

Contact Us

Plans and Permits

[Email](#)

39550 Liberty St.
First Floor
Fremont, CA 94538

[View Map](#)

Ph: 510-494-4460

Fx: 510-494-4820

[Staff Contact List](#)

FAQs

- [Do I need a permit for a storage shed, playhouse, etc.?](#)
- [What are the requirements for carbon monoxide detectors?](#)
- [What are the hours that construction work is allowed to take place?](#)
- [Is a permit required to build a fence? If so, what inspections are required?](#)
- [How can I legalize an addition that was never permitted?](#)

[View All](#)

Business Hours

- Monday to Thursday: 8:00 a.m to 4:00 p.m.
- Friday: 8:00 a.m. to 12:00 p.m.

Permit applications submitted less than one hour before closing may require an additional business day for processing.

Starting July 1, 2018, the cashier in the Permit Center will close promptly at 4 p.m. on Monday through Thursday and at 12 p.m. on Friday. This is necessary to provide sufficient time for the daily processing of Permit Center financial transactions. **The City is recommending that persons needing to apply and/or pay for a permit should arrive by 3 p.m. on Monday through Thursday and 11 a.m. on Friday.** Persons arriving after these times may need to return the next business day to make a payment.

Citizen Access

Introducing [Citizen Access](#), the City of Fremont's new online tool for looking up permitting information on a specific property, checking on the status of a permit, requesting a building inspection, and submitting a complaint to the City's Code Enforcement division. Citizen Access is quick, convenient, and easy to use. Visit Fremont.gov/CitizenAccess to get started.



Save Time! Save Money!

- [Submit your project plans by email.](#)
- Over-the-counter plan check appointments can also be scheduled during normal office hours. Call 510-494-4461 or email dsc_recep@fremont.gov to schedule an appointment you will receive a response within 24 hours.
- Please be advised that expedited plan check reviews are not available at this time. We will continue to monitor this and provide updates when available.

Fees

- [Building Permit Fee Schedule](#)
- [Development Impact and Affordable Housing Fees \(effective until 6-30-2018\)](#)
- [Development Impact and Affordable Housing Fees \(effective starting 7-1-2018\)](#)
- [Development and Permit Fees in Master Fee Schedule](#)
- [Electrical Code Review and Permit Fee Schedule](#)
- [Fire Code / Alarm / AFES Application and Permit Fee Schedule](#)
- [Mechanical Code Review and Permit Fee Schedule](#)
- [Plumbing Code Review and Permit Fee Schedule](#)

- [What are the hours that construction work is allowed to take place?](#)

[View All](#)

Quick Links

- [Fee Schedules](#)
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- [Scheduling a Building Inspection](#)

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[Window Replacement Permit](#)

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Building Permits

Building permits are the way the City of Fremont regulates construction to ensure that it is safe for occupancy or use. This is done through the review of plans and periodic inspections to verify compliance with the current California Building Code and local regulations. Every permit requires a [building inspection](#).

How to Obtain a Building Permit

Building permits are issued at the [Development Services Center](#) at 39550 Liberty Street. A completed [Permit Application](#) is required, and permits can only be issued to a Licensed Contractor or a Property Owner. To verify contractor license information, visit the [Contractors State License Board](#).

Common Building Permits

- [Accessory Dwelling Unit Utility Fees \(USD & ACWD\)](#)
- [Accessory Structure Permit](#)
- [Construction Site Trailer](#)
- [Demolition Checklist](#)
- [Electrical, Mechanical, and Plumbing](#)
- [Electric Vehicle Charging Station Permit](#)
- [Fence Permit](#)
- [Interior or Tenant Improvements](#)
- [Pool Demolition](#)
- [Residential Addition Permit](#)
- [Residential New Single Family Dwelling](#)
- [Sign Permit](#)
- [Solar Panel Permit](#)
- [Window Replacement Permit](#)

Permit Fees

For fee information, see the [Fee Schedules](#).

Residential Projects and Resources

Check out our new [webpage](#) for the resources you need to complete your residential project!



FAQs

- [Do I need a permit for a storage shed, playhouse, etc.?](#)
- [What are the requirements for carbon monoxide detectors?](#)
- [What are the hours that construction work is allowed to take place?](#)
- [Is a permit required to build a fence? If so, what inspections are required?](#)
- [How can I legalize an addition that was never permitted?](#)

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Quick Links

- [Green Product Directory](#)
- [Building Code Handouts](#)
- [Guide to Engineering and Land Surveying](#)

[View All](#)

Coordinating with Other Agencies

To assist you in obtaining your permits, coordination with outside agencies may be necessary. Visit our [Agency Coordination List](#) for the contact information of these different agencies.

Other Resources

- [ADA Business Requirements](#)
- [Building and Fire Codes](#)
- [Electronic Plan Review](#)
- [Plan Check Review](#)
- [Pre-Construction Meeting](#)
- [Over-the-Counter Plan Review Residential](#)
- [Over-the-Counter Plan Review Non-Residential](#)
- [Plan Review Schedule](#)
- [Permit Exceptions](#)
- [Records Request](#)
- [Residential Projects and Resources](#)

California Green Building Standards

New green standards are in effect. See [Recycling Requirements for Construction & Demolition Projects](#).

Smoke Alarm and Carbon Monoxide Detectors

Projects for residential dwelling units with a valuation of \$1,000 or greater require verification of [smoke alarm and carbon monoxide detectors](#). Please contact the Inspection Division at 510-494-4400 for detector requirements for your project.



Introducing Accela Citizen Access,
the City of Fremont's new online tool!

- Look up permitting information on a specific property.
- Check on the status of a permit.
- Request a building inspection.
- Submit a complaint to the City's Code Enforcement division.
- Visit [Fremont.gov/Citizen.Access](#) to get started.



Community Development Department
 Development Services Center
 39550 Liberty Street, Fremont, CA 94538
 Phone (510) 494-4460 Fax (510) 494-4820

PERMIT APPLICATION

PLEASE COMPLETE THE FOLLOWING PROJECT INFORMATION - PLEASE PRINT

PROJECT ADDRESS: _____

PROJECT DESCRIPTION: _____

OWNER NAME: _____ PHONE: _____ E-MAIL: _____

OWNER ADDRESS: _____ FAX: _____

APPLICANT NAME: _____ PHONE: _____ E-MAIL: _____

APPLICANT ADDRESS: _____ FAX: _____

CONTRACTOR NAME: _____ PHONE: _____ E-MAIL: _____

CONTRACTOR ADDRESS: _____ FAX: _____

ARCH/ENG. NAME: _____ PHONE: _____ E-MAIL: _____

ARCH/ENG. ADDRESS: _____ FAX: _____

LICENSE NO.: _____

TOTAL PROJECT VALUATION: \$ _____

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class _____ License No. _____

Expiration Date _____ Contractor _____ (Signature)

WORKERS' COMPENSATION DECLARATION

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000); IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
 Policy No. _____

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
 Carrier: _____ Policy No. _____

Expiration Date: _____

Agent: _____ Phone No. _____

I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in the manner so as to become subject to the worker's compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Signature of Applicant _____ Date _____

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractors' State license Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (Section 7031.5, Business and Professions Code: Any city or county that requires a permit to contract, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).

I, as owner of the property, or my employees with wages as their sole compensation, will do all or portions of the work, and the structure is not intended or offered for sale. (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project. (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a licensed Contractor pursuant to the Contractors' State License Law.)

I am exempt from licensure under the Contractors' State License law for the following reason:

DECLARATION REGARDING CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civil Code).

Lender's Name _____

Lender's Address _____

By my signature below I acknowledge that, except for my personal residence in which I must have resided for at least one year prior to completion of the improvements covered by this permit, I cannot legally sell a structure that I have built as an owner-builder if it has not been constructed in its entirety by licensed contractors. I understand that a copy of the applicable law, Section 7044 of the Business and Professions Code, is available upon request when this application is submitted or at the following Web site: <http://www.leginfo.ca.gov/calaw.html>

Signature of Property Owner or Authorized Agent _____ Date _____

BY MY SIGNATURE BELOW, I CERTIFY TO EACH OF THE FOLLOWING:

I am the property owner or authorized to act on the property owner's behalf.
 I have read this application and the information I have provided is correct.
 I agree to comply with all applicable city and county ordinances and state laws relating to building construction.
 I authorize representatives of this city or county to enter the above-identified property for inspection purposes.

Print Name of Applicant _____ Date _____

Signature of Property Owner or Authorized Agent _____

OFFICE USE ONLY: Flood Area: Yes _____ No _____

Fire Hazard Area: Yes _____ No _____

Inspection Area: _____

Planning No.: _____

Building Permit No.: BLD 20 _____

BLD

FIXTURE WORKSHEET

	<u>Quantity</u>	
ELECTRICAL:		
New dwelling 1-2 family	_____	
New dwelling 3+ family	_____	
Nonresidential Circuits (including motors, heaters, generators, furnaces, welders, transformers, and rectifiers)		
_____	_____	
Residential system additional circuit:		
Appliance Center	_____	
Baseboard heater	_____	
Built-in appliance	_____	
Dishwasher	_____	
Dryer	_____	
Exhaust fan	_____	
Furnace fan	_____	
Garbage disposal	_____	
Kitchen hood & fan	_____	
Range	_____	
Washer	_____	
Water heater	_____	
Other	_____	
Fixtures, switches, and/or receptacles		
Fixtures, other-mercury vapor, high or low pressure sodium	_____	
Service Panel (amps per panel)		
# Amps # Amps # Amps		
_____	_____	_____
_____	_____	_____
Temporary service (service pole)	_____	
Temporary service-additional drops	_____	
Other	_____	
GREEN BUILDING		
Commercial/Industrial, new or existing (per unit)	_____	
Residential, New 1-2 family dwelling (per unit)	_____	
Residential, New 3+ family dwelling (per unit)	_____	
Residential, Addition PER 500 square feet	_____	
MECHANICAL		
New dwelling 1-2 family dwelling, initial system	_____	
New dwelling 3+ family dwelling (per unit)	_____	
Air Handling with automatic shutoff		
Air Handling without automatic shutoff	_____	
Boiler or Compressor	_____	
Fire Damper		
_____	_____	
Furnace – floor, including vent (# of systems)	_____	
Gas piping system (# of outlets)	_____	
Heater-floor mounted	_____	
Heater-suspended	_____	
Heater-wall	_____	

	<u>Quantity</u>
MECHANICAL (continued)	
Heating/cooling appliance repair, alteration or addition	_____
Heating/cooling or ventilation system repair, alteration or addition-no other fee listed	_____
Hood - Type I and Type II including duct	_____
Domestic type incinerator installation/relocation	_____
Incinerator nonresidential installation/relocation	_____
Process piping-non-hazardous (per system)	_____
Process piping-hazardous (per system)	_____
VAV control box	_____
Vent (appliance) - not included with appliance	_____
Ventilation system for hazardous material	_____
Ventilation system - not part of any HVAC system	_____
Other	_____

PLUMBING	
<i>Residential</i>	
New dwelling 1-2 family	_____
New dwelling 3+ family	_____
Fixtures per trap	_____
Gas piping system (per outlet)	_____
Drainage or vent piping repair or alteration	_____
Rain water system (per drain)	_____
Sewage disposal system - private	_____
Water heater	_____
Water piping and/or water treating equipment	_____
Other	_____

<i>Nonresidential</i>	
Fixtures per trap	_____
Lawn sprinkler system -backflow devices (per meter)	_____
Gas piping system (per outlet)	_____
Storm drain - 10" diameter or greater (per system)	_____
Storm drain - less than 10" diameter (per system)	_____
Interceptor-industrial waste pre-treatment	_____
Interceptor-nonresidential kitchen -grease	_____
Rain water system (per drain)	_____
Sewer - building or trailer park	_____
Vacuum breakers for equipment	_____
Water piping and/or water treating equipment	_____
Water heater and/or water heater vent	_____
Other	_____

FIRE	
Automatic Fire Extinguishing System	
Alarms and/or detectors	_____
Sprinkler heads	_____
Underground fire line	_____
Valves/water flow supervision	_____

Fire Code	
Assembly permit	_____
Compressed gas extinguishing system	_____
Dry chemical extinguishing system	_____
Halon (clean agent) extinguishing system	_____
High pile combustible storage	_____
Hood and duct suppression system	_____
Industrial oven	_____
LPG container	_____
Spray booth	_____
Tent, Canopy, Temp Membrane Structure	_____
Other	_____

5. Building Inspection



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Doing Business

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Automated Inspection Line

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Volunteering

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Building Inspection

Building Inspection provides the following services to the Fremont community:

- Answer building code and inspection requirement questions
- Finalize permits
- Perform building inspections to assure compliance with the approved plans
- Conduct special investigations on in-progress work being done without building permits

Automated Inspection Line

- Request a building inspection by calling 510-494-4885.
- Request a commercial AFES, fire alarm, or fire code inspection by [email](#) or call 510-494-4428.
- Have your permit number available when you request an inspection.
- Inspection requests can be made 24 hours a day, seven days a week on the automated line.
- Please note that all building and fire inspections must be scheduled before 3:00 pm the day before the appointment.

Online Scheduling for Inspections

Anyone who is listed as a contact person on the permit/record can schedule a building inspection online through [Citizen Access](#). To add persons to a record so they can schedule an inspection online, an [authorization form](#) needs to be completed by the applicant. To learn more on how to do this, visit our [Citizen Access User Guide](#).

Inspection Area Assignments

Find out which inspector is assigned to your area.

Daily Inspection Schedule

- AM inspections are between 8 a.m.-12 p.m.
- PM inspections are between 12 p.m.- 4 p.m.
- Please call your assigned inspector the morning of your inspection for information regarding their inspection route.
- Please note that a narrower time window is not provided.

Always remember to ask for City identification if someone comes to your door claiming to be a Building Inspector or any other city employee.

Contact Us



Building Inspection

[Email](#)

39550 Liberty St.
Fremont, CA 94538

Ph: 510-494-4400
Inspection Scheduling Line:
510-494-4885
Fx: 510-494-4398
[Staff Contact List](#)

Hours

Monday - Friday
8 a.m. - 4:30 p.m.

FAQs

- [Do I need a permit for a storage shed, playhouse, etc.?](#)
- [What are the requirements for carbon monoxide detectors?](#)
- [What are the hours that construction work is allowed to take place?](#)

[View All](#)

Quick Links

- [International Code Council](#)

6. Scheduling an Inspection



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Automated Inspection Line

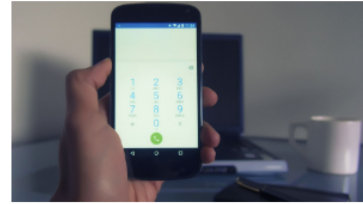
Through the Automated Inspection Line, you can do the following:

- Request a building inspection
- Cancel a building inspection
- Obtain inspection results

To request a **building inspection**, call 510-494-4885 and the automated inspection line will guide you through the system. Have your permit number available. [See detailed instructions.](#)

- Inspections can be scheduled 24 hours, 7 days a week.
- The cut off time for next day inspections is 3 p.m. the business day prior to the date.
- [Three-Digit Inspection Codes](#)
- [Rooftop Solar PV Inspection Codes](#)

To request a **commercial AFES, fire alarm, or fire code inspection**, [email us](#) or call 510-494-4428.



7. Clean Bay Blueprint – Best Management Practices



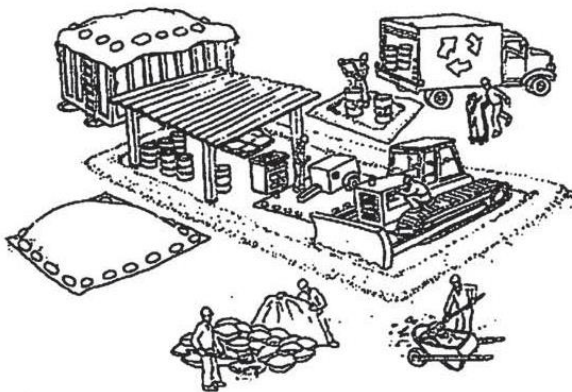
CLEAN BAY BLUEPRINT

Stormwater Pollution Prevention for Construction Projects

This *Clean Bay Blueprint* is an introductory guide to stormwater quality control on construction sites. It contains several principles and techniques that you can use to help prevent stormwater pollution. The Bay Area Stormwater Management Agencies Association (BASMAA) and the City of Fremont have developed these guidelines as a resource for all general contractors, home builders, and subcontractors working on construction sites.

Stormwater pollution is a major source of water pollution in California. It can cause declines in fisheries, disrupt habitats, and limit water recreation activities. Even more importantly, stormwater pollution poses a serious threat to the overall health of the ecosystem.

Common sources of pollutants from construction sites include: sediments from soil erosion; construction materials, stockpiles and waste (e.g., paint, solvents, concrete, drywall); and spilled oil, fuel, and other fluids from construction vehicles and heavy equipment.



In Fremont, the storm drain system consists of gutters, storm drains, underground pipes, open channels, culverts and creeks. Storm drain systems are designed to drain directly to the Bay with no treatment.

Fremont and the other municipalities in the Bay Area are required by the Federal Clean Water Act to develop stormwater management programs that include requirements for construction activities. Your construction project will need to comply with local municipal requirements (Ord. 2012). If your construction activity will disturb five acres or more, you must also obtain coverage under the General Construction Activity Permit issued by the State Water Resources Control Board. In 2003 this requirement will pertain to one acre sites or larger.

Train your employees and inform subcontractors about the stormwater requirements and their own responsibilities.

The property owner and the contractor are responsible for all activities at your site, including activities by your subcontractors and employees. Any violations of Federal, State or local laws are subject to fines.

BMPs = Best Management Practices

Useful Phone Numbers

Spill Response Agencies

Dial 911 for Hazardous Materials Spills

City of Fremont Environmental Services	(510) 494-4570
City of Fremont Maintenance	(510) 979-5700
Union Sanitary District	(510) 477-7500

Local Recyclers and Disposal Services

Allied Waste Industries (AWI)	(510) 657-3500
Alameda County Recycling Hotline	1 (877) STOPWASTE

City of Fremont/Alameda County

City of Fremont Website	http://www.fremont.gov
Development Services Center (Planning, Building Permits and Code Enforcement)	(510) 494-4460
Fire Department (Hazardous Materials)	(510) 494-4279
Environmental Services Division (Stormwater/ Urban Runoff and Solid Waste)	(510) 494-4570
Engineering	(510) 494-4700
Alameda Countywide Clean Water Program	(510) 670-5543

Call Environmental Services at (510) 494-4570 before dewatering and/or pumping into storm drain systems.

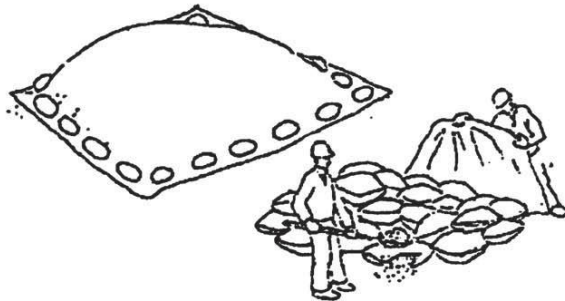
Call Union Sanitary District at (510) 477-7500 before pumping anything into the sanitary sewer system.

For more information on the Stormwater requirements, call the State Water Resources Control Board's Stormwater Information Line at (916) 657-1146, or Fremont's Environmental Services Division at (510) 494-4570.

Material Storage and Spill Clean Up BMPs

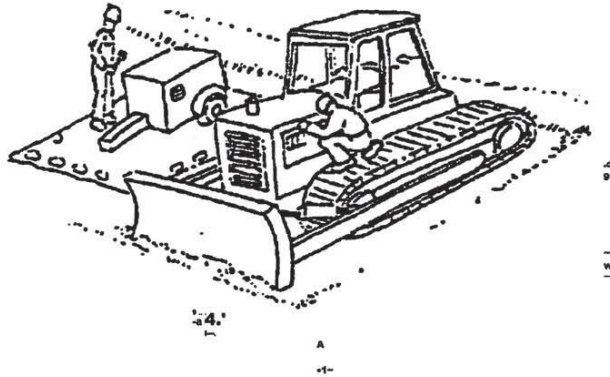
- ❑ Cover exposed piles of soil, construction materials and wastes with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.
- ❑ Build berms around storage areas to prevent contact with runoff.
- ❑ Store containers of paints, chemicals, solvents, and other hazardous material in accordance with secondary containment regulations and under cover during rainy periods.
- ❑ Cover open dumpsters with plastic sheeting or a tarp during rainy weather. Secure the sheeting or tarp around the outside of the dumpster. If your dumpster has a cover, close it.
- ❑ If a dumpster is leaking, contain and collect leaking material. Return the dumpster to the leasing company for repair or exchange.
- ❑ Sweep up spilled dry materials (for example cement, mortar, or fertilizer) immediately. Never attempt to "wash them away" with water, or bury them. Use only minimal water for dust control.
- ❑ Clean up liquid spills on paved or impermeable surfaces using "dry" cleanup methods (for example absorbent materials like cat litter, sand or rags). Have spill cleanup kits available.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of the contaminated soil.

***Report significant spills to the appropriate spill response agencies immediately.
(see Useful Phone Numbers)***



Vehicle and Equipment Maintenance BMPs

- ❑ Maintain all vehicles and heavy equipment. Inspect frequently and repair leaks.
- ❑ Designate specific areas of the construction site, well away from creeks or storm drain inlets, for auto and equipment parking and routine vehicle and equipment maintenance.
- ❑ Perform major maintenance, repair jobs and vehicle and equipment washing off-site, when feasible, or in designated and controlled areas on-site.
- ❑ Use drip pans or drop cloths to catch drips and spills if you must drain and replace motor oil, radiator coolant, or other fluids on-site. Collect all spent fluids, store in labeled separate containers, and recycle whenever possible. Keep all fuels, oils and lubricants within secondary containment.
- ❑ Refuel vehicles and heavy equipment in one designated location on the site and *clean up spills immediately*.
- ❑ Wash vehicles at an appropriate off-site facility. If equipment must be washed on-site, just use water and *prevent* water from *entering the storm drain*. Do not use soaps, solvents, degreasers, or steam cleaning equipment. Direct wash water to an area that will not flow to any storm drain inlets. The waste wash water can evaporate and/or infiltrate within this designated area.



Earth-Moving Activities and Erosion Control BMPs

- ❑ Avoid contaminating clean runoff from areas adjacent to your site by using berms and/or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams and/or berms, where appropriate.
- ❑ Construct diversion dikes and drainage swales to channel runoff around the site.
- ❑ Use berms and drainage ditches to divert runoff around exposed areas. Place diversion ditches across the top of cut slopes.
- ❑ Plant vegetation on exposed slopes. Where replanting is not feasible, cover with erosion control blankets (for example mulch netting or matting of jute, straw, glass fiber or excelsior).
- ❑ Cover stockpiled soil and landscaping materials with secured plastic sheeting and divert runoff around them. Keep exposed stockpiles off of paved roadways, sidewalks and driveways.
- ❑ Protect drainage courses, creeks, or catch basins with backup measures such as silt fences and/or temporary drainage swales.
- ❑ Conduct routine inspections of all erosion and sediment control measures and repair when necessary. This is particularly critical before, during and immediately after rainstorms.
- ❑ Protect storm drain inlets from sediment-laden runoff. Storm drain inlet protection devices include barriers of burlap bags filled with *drain rock*, filter fabric fences, block and gravel filters, and excavated drop inlet sediment traps.
- ❑ Limit on-site construction routes and stabilize construction entrances. Prevent construction vehicles from tracking soil onto adjacent streets.
- ❑ Dry-sweep, where possible, to clean sediments from streets, driveways and paved areas on construction sites. If water must be used to flush pavement, collect runoff to settle out sediments and protect storm drain inlets.
- ❑ Prevent all debris, construction materials, soil, rock, etc. from being introduced into any storm drain or sanitary sewer structures.



Paints, Solvents and Adhesives BMPs

- ❑ Sweep up or collect non-hazardous paint chips and dust from dry stripping and sandblasting in plastic drop cloths and dispose of as trash. Dispose of chemical paint stripping residue and chips and dust from marine paints or paints containing lead or tributyl tin as hazardous waste.
- ❑ *Never clean brushes or rinse paint containers into a street, gutter, storm drain, or creek.*
- ❑ For water-based paints, paint out brushes to the maximum extent possible and rinse to a drain leading to the sanitary sewer (i.e., indoor plumbing). Dried latex paint may be disposed of in the trash.
- ❑ For oil-based paints, paint out brushes to the maximum extent possible, and filter and reuse thinners and solvents. Dispose of unusable thinners and residue as hazardous waste.
- ❑ Unwanted paint (that is not recycled), thinners, and sludges must be disposed of as hazardous waste.

Have spill cleanup kits available.



Concrete, Cement and Mortars BMPs

- ❑ Avoid mixing excess amounts of fresh concrete or cement mortar on-site.
- ❑ Wash out concrete transit mixers only in designated wash-out areas where the water will flow into settling ponds or onto dirt or stockpiles of aggregate base or sand. Whenever possible, recycle washout by pumping back into mixers for reuse.
- ❑ *Never dispose of washout into the street, storm drains, drainage ditches, gutters, or creeks.*
- ❑ Whenever possible, return contents of mixer barrel to the yard for recycling. Dispose of small amounts of excess concrete, grout, and mortar in the trash.

Roadwork and Pavement Construction BMPs

- ❑ Apply concrete, asphalt, and seal coat during dry weather to prevent contaminants from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when paving or applying seal coat, slurry seal, fog seal, etc.
- ❑ Always park paving machines over drip pans or absorbent materials, since they tend to drip continuously. Do not spray diesel fuel to prevent asphalt build up on equipment. Use alternatives, such as citrus-based products.
- ❑ Use as little water as possible when making saw-cuts in pavement. Contain the slurry by placing sandbags, or temporary berms as close to the saw-cuts as possible. Vacuum "wet", or allow slurry to dry and shovel.
- ❑ Wash down exposed aggregate concrete only when the wash water can:
 - (1) Flow onto a dirt area;
 - (2) Drain onto a bermed surface from which it can be pumped and disposed of properly; or
 - (3) Be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- ❑ *Never wash sweepings from exposed aggregate concrete into a street or storm drain.* Collect and return to aggregate base stockpile, or dispose with trash.

Update pollution prevention measures as construction phases change or are completed.



Waste Disposal BMPs

- Keep pollutants off exposed surfaces. Place trash cans and recycling containers around the site to reduce litter. Dispose of non-hazardous construction wastes in covered dumpsters or recycling receptacles.
- Recycle leftover materials whenever possible. Materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials (e.g. used oil, antifreeze, batteries, and tires) are recyclable.
- Dispose of all wastes properly. Materials that cannot be reused or recycled must be taken to an appropriate landfill or disposed of as hazardous waste.
- Never throw or dispose of debris into channels, creeks or into wetland areas. Never store or leave debris in the street or near a creek where it may contact runoff.*
- Illegal dumping is a violation subject to a fine and/or time in jail. Be sure that trailers carrying your materials are covered during transit. If not, the hauler may be cited and fined.
- Do not dispose of plant material in a creek or drainage facility or leave it in a roadway where it can clog storm drain inlets.
- Avoid disposal of plant material in trash dumpsters or mixing it with other wastes. Compost plant material or separate and take it to a landfill or other facility that composts yard waste.
- Check with the Fire Department with questions on proper storage of hazardous materials.
- Protect all wastes from rainwater and runoff. Check drop boxes and dumpsters for leaks; repair or replace leaking containers promptly.



Source courtesy of the City of San Jose

DIVISION 2: Drawings (Include Technical Specifications)

Architecture Drawings – A0.01, A0.02, A0.03, A0.11, A1.01, A2.10, A2.11, A2.20, A2.21, A3.00, A3.01, A7.01, A7.11, A9.01, A10.01, A12.01, A12.11, A12.12, A12.13, A12.14, E001, E100, E200, E300, E301, P0.00 & P2.00 (Plan Check Response date 6/14/2021)