



Menlo Park Fire Protection District

170 Middlefield Road • Menlo Park, CA 94025 • Tel: 650-688-8400 • Fax: 650-323-9129

Website: www.menlofire.org • Email: mpfd@menlofire.org

BOARD MEETING

07/16/2019

Regular Session, 7:00 PM, Station 1 Classroom
300 Middlefield Road, Menlo Park

*Virginia Chang Kiraly, Board President ~ Robert Jones, Vice President
Chuck Bernstein, Director ~ Jim McLaughlin, Director ~ Robert J. Silano, Director*

AGENDA

REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT #1

A fundamental element of democracy is the right of citizens to address their elected representatives. Therefore under Public Comment #1, the public may address the Board on any subject not listed on the Agenda. Each speaker may address the Board for a limit of three minutes. The filing of speaker cards is not mandatory, but is helpful in creating an accurate record. The Board cannot act on items not on the agenda and therefore the Board cannot respond to non-agenda issues brought up under Public Comment other than to provide general information. District policy assures members of the public the opportunity to speak to any regular or special meeting agenda item before final action. This opportunity to speak is during the public discussion of each agenda item and must be related to matters under consideration for that agenda item.

1. Menlo Park Firefighters' Association Benevolent Activities Report
2. Report of the Fire Chief for Discussion and Direction

PRESENTATIONS

3. Commendation for Mike Bavister for His Retirement from and Dedication to the California Task Force 3 (CA-TF3) Urban Search & Rescue (US&R) Team

CONSENT CALENDAR

Items on the Consent Calendar are generally routine in nature and will be acted upon collectively with one motion, unless removed by a member of the Board, Staff, or Public.

4. Approve the Minutes of the June 18, 2019, Regular Board Meeting
5. Accept the Treasurer's Report for the Month Ended May 31, 2019 (Unaudited)

Board Agenda
07/16/2019

REGULAR AGENDA

The public may address the Board on any subject listed on the Regular Agenda. Each speaker may address the Board once for a limit of three minutes. The filing of speaker cards is not mandatory, but is helpful in creating an accurate record. Each speaker will be called upon to speak by the President when the item is heard.

6. Consider and Approve a Resolution to Recover Costs for Weed Abatement
7. Consider and Adopt a Resolution Authorizing the Fire Chief to Execute a Sole Source Contract with Avocette for Implementation and Completion of a Fire Permit Tracking System in an Amount Not to Exceed \$67,000
8. Consider and Approve a Resolution Authorizing the California Task Force 3 (CA-TF3) Urban Search & Rescue (US&R) Division Sole Source Purchase of Five Motorola Radios in an Amount Not to Exceed \$40,000
9. Consider for Adoption a Resolution Authorizing the Fire Chief to Execute a Contract with McKim Corporation for Fire Station 2 Driveway Ramp Improvements in an Amount of \$96,861.28 and Establish a \$15,000 Budget Contingency for Unanticipated Change Orders
10. Consider and Discuss Board Goals and Recommendations from the Ad Hoc Committee

REPORTS AND REQUESTS

11. Reports/Requests/Liaison/Committee Reports of Directors
12. President's Report

PUBLIC COMMENT #2

A fundamental element of democracy is the right of citizens to address their elected representatives. Therefore, under Public Comment #2, the public may address the Board on any subject not listed on the Agenda. Each speaker may address the Board for a limit of three minutes. The filing of speaker cards is not mandatory, but is helpful in creating an accurate record. The Board cannot act on items not on the agenda and therefore the Board cannot respond to non-agenda issues brought up under Public Comment other than to provide general information. District policy assures members of the public the opportunity to speak to any regular or special meeting agenda item before final action. This opportunity to speak is during the public discussion of each agenda item and must be related to matters under consideration for that agenda item.

ADJOURNMENT TO NEXT SCHEDULED MEETING OF AUGUST 20, 2019

Notice regarding Board of Directors Meetings: The Board of Directors regularly meets on the Third Tuesday of each month at 7:00 PM in the Classroom at Station 1 at 300 Middlefield Road, Menlo Park. The Agenda is available through the Internet at <https://www.menlofire.org/board-agendas-and-minutes> 72 hours prior to the meeting and are also available at the Administration Office located at 170 Middlefield Road, Menlo Park

The Board may take action on any item on the agenda with the exception of Public Comment section. In compliance with the Americans With Disabilities Act of 1990, if you need special assistance to participate in MPFPD Board meeting or if you need a copy of the agenda and/or agenda packet materials in alternative format, please contact the Clerk of the Board during normal working business hours at 650-688-8400 at least 48 hours prior to the meeting so that request can be handled.



Fire Chief's Report – July 16, 2019

Chief Officers Transition:

Deputy Chief Don Long has announced that he will be retiring on October 15, 2019 instead of in December, as earlier planned. Division Chief Jim Stevens has graciously changed his retirement plans and instead of retiring in July, he will serve as the interim Deputy Chief until the end of the Calendar year.

I have asked Human Resources to immediately retain a consultant to conduct a search for a new Deputy Chief per our established process, which includes inside and outside candidates. The goal is to have the new Deputy Chief in place by October/November so that he, or she, can transition with the help of Chief Stevens.

A complete transition plan that includes the actual reduction of Division Chiefs, addition of three more Battalion Chiefs and modification of others will be presented as part of an overall strategy for succession within my staff, later in the year.

Semi-Annual Staff Meeting:

The semi-annual staff meeting was held and important topics like Chief Officer Transition and Critical Incident Debriefing were discussed.

Fire Station 6 Dedication Ceremony and Community Open House:

My thanks to all of the Directors who attended the dedication and open house events for Fire Station Six. This eleven year project was extremely rewarding to bring to a successful completion.

The community open house brought out hundreds of visitors and lots of positive comments about the new facility, historical preservation efforts and overall look, theme, functionality, resilience, use and essential purpose of this new Fire Station.

Town of Atherton:

Police Officers and Firefighters responded to a tragic call involving the drowning death of a three year old in an un-fenced pool. A joint debriefing was conducted for all first responders.

The Town is seeking to meet with the Fire District regarding the 'Partnership Opportunities' list it provided to the Fire District earlier this year.

City of East Palo Alto:

The City was active on the 4th of July with the number of illegal fireworks demonstrations. The Police Department and Fire District jointly partnered together on public safety messages that the use of any Fireworks was illegal.

The Fire District used its Drone's to conduct safety over flight and situational awareness operations over the approved, annual Sharon Heights Country Club Fireworks event and in East Palo Alto, for illegal Fireworks displays.

City of Menlo Park:

The City Manager and I are scheduled to meet later this month regarding a variety of topics, including emergency management.

A drowning call at Burgess Pool has resulted in a local 13 year old girl successfully being saved and resuscitated by our personnel and others, on and off-duty. More details to follow in the weeks ahead but she recently walked out of Stanford Hospital.

San Mateo County:

We are still working with the County on the area known as Weekend Acres along Alpine Road to update and change this shared emergency response block. Residents continue to be concerned about response, traffic related issues/accidents and development.

The Alameda De las Pulgas Task Force was successful in temporarily shutting down the north bound turn lane to Santa Cruz Avenue at the wye for testing purposes.

San Mateo County Fire Chiefs:

The County Fire Chief's did not meet this month but critical issues like Wildland Fire Season rotation and the operational emergency implications of potential PG&E power outages are of concern.

Facebook:

Mike Davis, our new liaison to Facebook, has been successful in his integration into the Facebook Emergency Management Team and is currently working on a variety of planning and preparedness projects.

Several operational critiques and meetings will be held in follow-up to the reported false Sarin incident involving the mail and package facilities screening process incident earlier this month.

Space Needs Assessment RFP:

Four vendors bid between \$220 - \$360k to accomplish the scope of work scheduled to be completed between November 2019 to February 2020. After reviewing their proposals, three have been scheduled for final bid interviews, prior to staff making a recommendation to the Board for approval and award of a contract.

Board related meetings and contacts:

President Kiraly and Vice President Jones:

We met to discuss and establish the July Fire Board Agenda.

Director McLaughlin

Requested additional information on Acting Battalion Chief training and qualifications.

Director Silano

Requested a briefing on the Facebook Sarin Incident.

END



Menlo Park Fire Protection District

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BOARD MEETING

MINUTES

JUNE 18, 2019

REGULAR MEETING

ROLL CALL

The Menlo Park Fire Protection District Board Regular Session Meeting was called to order on Tuesday, June 18, 2019 by President Kiraly at 7:05 p.m. in the Station 1 Classroom located at 300 Middlefield Road, Menlo Park, CA 94025.

PRESENT: President Kiraly, Vice President Jones, Director Bernstein, Director McLaughlin, and Director Silano

ABSENT: None

STAFF PRESENT: Fire Chief Harold Schapelhouman, Deputy Chief Don Long, Division Chief Manny Navarro, Fire Marshal Jon Johnston, Administrative Services Manager Kathleen Jackson, Human Resources Manager Brenna Rowe, Fire Inspector I Marlon Spencer, Legal Counsel Tim Cremin, and Clerk of the Board Michelle Kneier

PUBLIC COMMENT #1

There were none.

2. Introduction of New District Employee: Marlon Spencer, Fire Inspector I

Fire Marshal Jon Johnston introduced Fire Inspector I Marlon Spencer to the Board.

1. Report of the Fire Chief for Discussion and Direction

The Board accepted the Chief's report.

PRESENTATIONS

3. OpenGov User Training

Administrative Services Manager Kathleen Jackson provided the training.

Board Minutes
6/18/2019

PUBLIC HEARINGS

4. Public Hearing on the District Budget for FY2019-20 and FTE Staffing Levels

President Kiraly opened the public hearing at 8:03 p.m. There were no public comments. President Kiraly closed the public hearing at 8:04 p.m.

5. Adopt by Resolution the FY2019-20 Proposed Budget and the Full Time Equivalent (FTE) Staffing Levels

Motion: Upon motion by Director Jones, seconded by Director Silano, the Board adopted the FY2019-20 budget and full-time equivalent staffing levels. (Vote: 5-0-0)

CONSENT CALENDAR

6. Approve the Minutes of the February 12, 2019, April 4, 2019, April 16, 2019, and May 14, 2019, Special and Regular Board Meetings

7. Accept the Treasurer's Report for the Month Ended April 30, 2019 (Unaudited)

8. Adopt by Resolution the Annual Appropriations Limit of \$135,424,806 for Fiscal Year 2019-20

9. Adopt by Resolution the District's Investment Policy for Fiscal Year 2019-20

10. Adopt a Resolution Approving the Master Pay Schedule for All District Employees

Motion: Upon motion by Director Silano, seconded by Director Jones, the Board approved the Consent Calendar. (Vote: 5-0-0)

REGULAR AGENDA

11. Discuss Report on Property Conditions at Fire District Warehouse Located at 2470 Pulgas Avenue in East Palo Alto

Legal Counsel Tim Cremin and the Chief provided an overview and answered questions from the Board.

12. Consider, Discuss, and Adopt a Board Work Flow Design and Process

Director Jones provided an overview of the Board work flow design and process.

Motion: Upon motion by Director Silano, seconded by Director McLaughlin, the Board adopted the Board work flow design and process as presented in the revised Attachment A. (Vote: 5-0-0)

13. Consider and Discuss Establishing a Board Ad-Hoc Committee to Address Fire Board Goals, Priorities and a Work Plan for 2019

Motion: Upon motion by Director Jones, seconded by Director McLaughlin, the Board established an Ad-Hoc Committee to address Fire Board goals, priorities, and a work plan for 2019, with Director Kiraly and Director Bernstein as the members of the Committee. (Vote: 5-0-0)

REPORTS AND REQUESTS

14. Reports/Requests/Liaison/Committee Reports of Directors

Director McLaughlin reported that in May he attended the 2019 Special Districts Legislative Days in Sacramento. Also, on June 14 he attended the Firefighter Academy graduation ceremony.

Director Silano reported that in May he attended the 2019 Special Districts Legislative Days in Sacramento. On May 19 he attended a Fair Oaks mural celebration. On June 1 he attended the Fair Oaks Community Clean-Up. On June 2 he attended the annual Suburban Park Picnic at Flood Park. On June 4 he attended the Emergency Preparedness Committee meeting. Lastly, on June 12 he attended a Menlo Park block party.

Director Jones reported that he attended meetings in East Palo Alto and the Laurel School in Menlo Park regarding neighborhood flood protection projects. On June 4 he attended the Human Resources Committee meeting and reported that the Committee has been working on a process for Board engagement and updates to the Board of Directors' Policy and Procedures Manual. Also, on June 4 he attended the Emergency Preparedness Committee meeting and reported that the Committee is waiting to hear from the CCM Board regarding forming a 501c3. He also reported that there was a CERT drill scheduled for Saturday, June 22.

Director Bernstein reported that he attended the opening of the pedestrian overpass in East Palo Alto. On June 4 he attended a meeting at Laurel School in Menlo Park regarding San Francisquito Creek and flood control. On June 14 he attended the Firefighter Academy graduation ceremony.

15. President's Report

Director Kiraly thanked Director Jones for holding down the fort while she was out of town. She reported that on May 15 she attended the Station 4 public workshop. Lastly, she reported that she received an email from a retired Greek navy officer who is on a transition team for a newly elected mayor and he was interested in learning about the District's drone program.

PUBLIC COMMENT #2

There were none.

ADJOURNMENT

Motion: Upon motion by Director Jones, seconded by Director McLaughlin, the Board adjourned from the open session at 10:20 p.m. (Vote: 5-0-0)

MENLO PARK FIRE PROTECTION DISTRICT

STAFF REPORT

TO: Board of Directors
FROM: Administrative Services

MEETING DATE: July 16, 2019
PREPARED BY: Long Lam
APPROVED BY: Kathleen Jackson

ITEM: ACCEPT THE TREASURER'S REPORT FOR THE MONTH ENDED MAY 31, 2019 (UNAUDITED)

RECOMMENDATION

It is recommended that the Board of Directors accept the report as presented.

EXECUTIVE SUMMARY

There were no unusual transactions to report for the month of May 2019. The District's significant cash inflows and outflows for the month of May were:

Significant Cash Inflows:

The notable revenues received for the month of May were for Property Tax Secured in the amount of \$3,631,885, Property Tax SB813 in the amount of \$267,808, and Unitary Tax in the amount of \$27,619.

Significant Cash Outflows:

The significant disbursements in the month of May were for two payrolls and CalPERS related expenditures totaling \$2,941,633.

DISCUSSION

The District's cash balances are distributed among several operating and restricted funds. These funds include the General fund, the Debt Service funds, the Capital Project funds, the FEMA Co-Op funds, and the Other Post-Employment Benefits (OPEB) Trust fund. Note that the Debt Service Funds contain both operating and restricted cash balances.

As of May 31, 2019, the District had a total pooled operating cash balance of \$67,055,081. These funds less the petty cash fund, are deposited at two different fiscal agents. In addition, the District has \$7,212,437 in restricted cash. The bank reconciliations have been completed through May 31, 2019.

The following table provides an overview of the cash accounts:

Agent	Designation	Unaudited Amount	% of Investment/Deposit	% of Total Cash	Yes/No Interest Rate Risk*
Operating Cash:					
LAIF	Investment Account	\$ 31,876,620	47.54%	42.92%	No
Bank of America	General Banking	32,068,702	47.82%	43.18%	No
Bank of America	Compensation and Benefits	1,274,734	1.90%	1.72%	No
Bank of America	Merchant Deposits	1,828,360	2.73%	2.46%	No
Cash with Depository	Philanthropic Venture Foundatio	1,015	0.00%	0.00%	No
Petty Cash Funds	Deployment and General Use	5,650	0.01%	0.01%	No
Total Operating Cash Balance***		\$ 67,055,081	100.00%	90.29%	
Agent	Designation	Unaudited Amount	% of Investment/Deposit	% of Total Cash	Interest Rate Risk*
Restricted Cash:					
Bank of New York **	Lease Financing Reserve Fund	\$ 1,112,947	15.43%	1.50%	No
Innovative Claims Solution	Workers' Comp. Trust Fund	9,723	0.13%	0.01%	No
US Bank	Restricted CIP Fund	385,769	5.35%	0.52%	No
PARS/U.S. Bank	OPEB Trust Fund	5,703,998	79.09%	7.68%	Yes
Total Restricted Cash Balance		\$ 7,212,437	100.00%	9.71%	
Grand Total Cash Balance		\$ 74,267,518			

* Based on GASB Statement No. 40, Deposit and Investment Risk Disclosures, governments should disclose information as to how sensitive their investments are to changes in interest rates which can adversely affect the fair value.

** Bank of New York is the District's Bond trustee. However, the bond reserves are deposited in five CD's, at Exchange Bank, GE Capital, Goldman Sachs, Barclays Bank, and Webster Bank. The funds are FDIC insured up to \$250,000 per financial institution.

***The District is in compliance with its investment policy and has adequate cash flow to meet the District's needs for the next six months.

Fund Balances: The following table presents the ending fund balances for the General Fund, the Capital Improvement Projects Funds, and the Debt Service Funds as of May 31, 2019. The total fund balance of \$68,295,736 is the difference between assets and liabilities.

Fund Balance Classifications	General Fund	Capital Improvement Projects	Debt Service	Total
Nonspendable:				
Prepaid Apparatus	\$ -	\$ -	\$ -	\$ -
Total Nonspendable Fund Balances	-	-	-	-
Restricted for:				
Debt Service	-	-	1,112,947	1,112,947
Total Restricted Fund Balances	-	-	1,112,947	1,112,947
Committed to:				
Budgetary Deficit	18,128,125	-	-	18,128,125
FEMA Deployments	3,000,000	-	-	3,000,000
Apparatus	1,824,231	-	-	1,824,231
Equipment Replacement	2,224,381	-	-	2,224,381
Debt Service	-	-	1,816,876	1,816,876
Development Contribution	-	-	-	-
Special Operations Warehouse	-	1,291,920	-	1,291,920
Admin/Fire Prevention	-	327,525	-	327,525
Station 1	-	8,392,373	-	8,392,373
Station 2	-	286,931	-	286,931
Station 3	-	525,000	-	525,000
Station 4	-	4,113,265	-	4,113,265
Station 5	-	37,800	-	37,800
Station 6	-	53,134	-	53,134
Station 77	-	488,459	-	488,459
Total Committed Fund Balances	25,176,737	15,516,407	1,816,876	42,510,020
Assigned to:				
Encumbrances (Purchase Orders)	-	-	-	-
PERS-Future PERS Payments	1,145,503	-	-	1,145,503
General Services	1,411,252	-	-	1,411,252
Workers' Compensation	5,335,000	-	-	5,335,000
Compensated Absences	3,174,383	-	-	3,174,383
Total Assigned Fund Balances	11,066,138	-	-	11,066,138
Unassigned to:				
General Fund	13,606,631	-	-	13,606,631
Total Unassigned Fund Balances	13,606,631	-	-	13,606,631
Total Fund Balances (Unaudited)	\$ 49,849,506	\$ 15,516,407	\$ 2,929,823	\$ 68,295,736

Outstanding Debt: On December 1, 2009, the Board of Directors adopted Resolution No. 1347-2009, approving the December 8, 2009 issuance of \$3,055,000 Menlo Park Fire Protection District Certificates of Participation Series 2009A, and \$8,935,000 Certificates of Participation Series 2009B (Build America Bonds) with interest rates between 2.0% - 7.3%. Lease payments (Debt Service payments) are due on August 1st, and February 1st, each fiscal year, which began August 1, 2010, with maturity date of 2039. Series 2009A final maturities, with 5% coupons, due August 1st, 2019, 2020, 2021 and 2022, totaling \$1,270,000 are callable on August 1, 2019 at a price of 100 (par value).

The following table presents the outstanding debt balance of the District as of May 31, 2019. The total debt balance of \$19,152,398 consists of the remaining interest and principle balances.

Debt Service Payment Schedule Summary				
Payment Date	Coupon	Interest	Principal	Balance
8/1/2019-8/1/2039	4.0%-7.288%	\$ 8,947,398	\$ 10,205,000	\$ 19,152,398

MENLO PARK FIRE PROTECTION DISTRICT

STAFF REPORT

TO: Board of Directors

MEETING DATE: July 16, 2019

FROM: Fire Marshal Jon Johnston

PREPARED BY: FM Johnston

ITEM: CONSIDER AND APPROVE A RESOLUTION TO RECOVER COSTS FOR WEED ABATEMENT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Accept the report as presented; and
2. Approve a resolution to recover costs for weed abatement

BACKGROUND

On April 16, 2019, the Board was presented with a Resolution that declared a public nuisance and fire hazard at locations in the Fire District where uncontrolled vegetation (weeds) could be seen from the street, including unmaintained properties. Owners of the parcels were invited to the May 14, 2019 Board Meeting if they objected to the Fire District's abatement order. If the fire hazard was not corrected by June 1, the Fire District hired a contractor to mow, cut, disc, or plow the property as needed. Charges for the weed abatement contractor can be found in Attachment C of this report.

DISCUSSION

The Fire District ordered the weed abatement contractor to cut seventeen (17) parcels. The attached Resolution includes a cost break down of each parcel that required the Fire District to perform weed abatement work. Each parcel owner is charged individually for the cost of the weed abatement contractor, an administrative fee to recover Fire District costs, and an administrative fee charged by the County of San Mateo to collect the assessed fees.

When approved by the District Board, a copy of the attached Resolution will be submitted to the San Mateo County Tax Assessor's Office for final cost recovery.

FISCAL IMPACT

There is no fiscal impact on the Fire District. Menlo Park Fire District pays the weed abatement contractor to abate the public nuisance. Costs, in the form of a tax lien, are passed on to the property owners for payment through their San Mateo County Property Taxes. Property owners

are charged the actual cost to abate the hazard, the administrative fee of \$1,068 to recover the Fire District's costs, and a San Mateo County fee of \$1.42 that is charged by the Tax Assessor's Office to collect the additional fees.

ATTACHMENTS

- A. Resolution
- B. Exhibit A - Cost Break Down Per Parcel
- C. Invoice from weed abatement contractor Timberline Tree Service

Resolution XXXX-2019

RESOLUTION OF THE MENLO PARK FIRE PROTECTION DISTRICT BOARD OF DIRECTORS CONFIRMING REPORT OF COSTS FOR WEED ABATEMENT PROCEEDINGS

WHEREAS, the District has previously initiated proceedings pursuant to California Health & Safety Code §14875 et seq. for abatement of seasonal and recurrent public nuisances due to noxious or dangerous weeds growing upon parcels of land within the District; and

WHEREAS, a report of the charges for the costs of the abatement proceeds has been presented to the Board pursuant to Section 14905 of the California Health and Safety Code and notice has been given concerning the Board's consideration of the report pursuant to Section 14906 of the California Health and Safety Code; and

WHEREAS, objections of property owners, if any, to the report have been considered by the Board, and such modifications as the Board deems necessary, if any, have been made to the report; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Menlo Park Fire Protection District that:

1. The report in the form annexed to this Resolution, Exhibit A, is confirmed and approved.
2. A certified copy of this Resolution shall be promptly recorded in the Office of the County Recorder of the County of San Mateo, and the amounts chargeable to each parcel of land as indicated in the report shall constitute special assessments against the respective parcels in accordance with Section 14912 of the California Health and Safety Code.
3. A certified copy of this Resolution shall be delivered to the Auditor Controller of the County of San Mateo for collection of the special assessments on the County's property tax roll pursuant to sections 14915 et seq.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Board of Directors of the Menlo Park Fire Protection District at its regular meeting held on the 16th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTESTED:

APPROVED:

Michelle Kneier, Clerk of the Board

Virginia Chang-Kiraly, Board President

Exhibit A - Weed List 2019

Exhibit A

City	State	ZIP	Job	Lot Number	Notice Description	Cost	Admin	CNTY	Total
East Palo Alto	CA	94303	Parcel	063-042-300	Fordham X Purdue	\$165.00	\$1,068.00	\$1.42	\$1,234.42
Hammond	LA	70403	Parcel	063-046-150	Illinois x Purdue	\$165.00	\$1,068.00	\$1.42	\$1,234.42
Los Gatos	CA	95030	Parcel	063-630-030	891 Tea Ct	\$165.00	\$1,068.00	\$1.42	\$1,234.42
1981 Tate St. Apt. B208	CA	94303	Parcel	063-042-310	Purdue X Gonzaga	\$165.00	\$1,068.00	\$1.42	\$1,234.42
East Palo Alto	CA	94303	Parcel	063-311-040	648 Donohoe St	\$165.00	\$1,068.00	\$1.42	\$1,234.42
Mountain View	CA	94040	Parcel	063-311-060	630 Donohoe St	\$165.00	\$1,068.00	\$1.42	\$1,234.42
PO Box 3260	CA	95156	Parcel	063-044-330	Illinois x Purdue	\$165.00	\$1,068.00	\$1.42	\$1,234.42
San Carlos	CA	94070	Parcel	063-492-460	1954 Clarke Ave	\$165.00	\$1,068.00	\$1.42	\$1,234.42
San Carlos	CA	94070	Parcel	063-492-470	1950 Clarke Ave	\$165.00	\$1,068.00	\$1.42	\$1,234.42
San Carlos	CA	94070	Parcel	063-352-210	2108 Clarke (vacant lot)	\$165.00	\$1,068.00	\$1.42	\$1,234.42
Seattle	WA	98101	Parcel	063-361-260	700 Blk Schembri Ln (vacant lot)	\$330.00	\$1,068.00	\$1.42	\$1,399.42
San Jose	CA	95135	Parcel	063-374-350	717 Donohoe St	\$165.00	\$1,068.00	\$1.42	\$1,234.42
Tracy	CA	95378	Parcel	063-321-200	644 Bell St.	\$165.00	\$1,068.00	\$1.42	\$1,234.42
Bridgewater	NJ	08807	Parcel	063-271-480	1200 Blk of Weeks Street	\$440.00	\$1,068.00	\$1.42	\$1,509.42
Burlingame	CA	94010	Parcel	063-262-060	1062 Runnymede St EPA	\$440.00	\$1,068.00	\$1.42	\$1,509.42
Palo Alto	CA	94301	Parcel	063-252-170	726 Runnymede St	\$165.00	\$1,068.00	\$1.42	\$1,234.42
San Jose	CA	95122	Parcel	063-221-030	1600 blk Bay (vacant lot)	\$220.00	\$1,068.00	\$1.42	\$1,289.42
TOTALS						\$3,575.00	\$18,156.00	\$24.14	\$21,755.14

ATTACHMENT B



TIMBERLINE

TREE SERVICE, INC.

BILL TO

Invoice

Menlo Park Fire District
170 Middlefield Road
Menlo Park, CA 94025

DATE INVOICE #

7/2/2019 19762

DESCRIPTION

AMOUNT

063-630-030	891 Tea Ct.	165.00
063-374-350	717 Donohoe St.	165.00
063-492-460	1954 Clarke	165.00
063-492-470	1950 Clarke	165.00
063-361-260	700 Block of Schembri Ln.	330.00
063-311-040	648 Donohoe St.	165.00
063-311-060	630 Donohoe St.	165.00
063-321-200	644 Bell St.	165.00
063-352-210	2108 Clarke	165.00
063-262-060	1062 Runnymede St.	440.00
063-271-480	1200 Block of Weeks St.	440.00
063-221-030	1600 Block of Bay	220.00
063-046-150	Illinois x Purdue	165.00
063-044-330	Illinois x Purdue	165.00
063-042-310	Purdue x Gonzaga	165.00
063-042-300	Fordham x Purdue	165.00
063-252-170	762 Runnymede St.	165.00

PLEASE PUT INVOICE NUMBER ON YOUR CHECK

Net Due Upon Receipt

Total

\$3,575.00

MENLO PARK FIRE PROTECTION DISTRICT

STAFF REPORT

TO: Board of Directors

MEETING DATE: July 16, 2019

FROM: Fire Prevention

PREPARED BY: FM Jon Johnston

APPROVED BY: Chief Schapelhouman

ITEM: CONSIDER AND ADOPT A RESOLUTION AUTHORIZING THE FIRE CHIEF TO EXECUTE A SOLE SOURCE CONTRACT WITH AVOCETTE FOR IMPLEMENTATION AND COMPLETION OF A FIRE PERMIT TRACKING SYSTEM IN AN AMOUNT NOT TO EXCEED \$67,000

RECOMMENDATION

1. Accepts the report as presented; and
2. Adopt a resolution authorizing the Fire Chief to execute a contract with Avocette for implementation and completion of Phase II of a permit tracking system.

BACKGROUND

In 2014, the Board approved funding for a new permit tracking system in order to streamline processes and maintain precise records on projects through all phases of construction (plan review to final inspection). Implementation of this system was to be conducted in multiple phases.

The staff report from December 2014, included a February 2010 Management Partners report, "Consolidated Fire Prevention Fees, Technology Evaluation and Performance Measurement Report," providing three recommendations for the Menlo Park Fire Protection District Fire Prevention Division.

- 1- Extend the use of TRAKiT to fire prevention bureau construction related activities.
- 2- Plan the implementation of mobile data devices for fire prevention activities.
- 3- Develop workload, efficiency and effectiveness measures for the fire prevention divisions in each agency to ensure that the operations are meeting the goals and objectives of the organization.

According to an audit of the Fire Prevention Bureau by Management Partners in August of 2009, "All customer jurisdictions, including the District, concur that the biggest issue regarding the permitting and inspection process is the lack of an automated permit tracking system. Such a system would streamline the process and provide quality control."

“The lack of a sophisticated and automated permit tracking system is costing the bureau real dollars and the valuable time of limited human resources....”

DISCUSSION

Since the time of the Management Partners audit, the Fire Prevention Division partnered with County of San Mateo and completed the Phase I implementation of Accela, the District’s permit tracking program. Phase I is the beginning system for construction permits only. After having success with Phase I, the Division is ready to move forward with Phase II in order to further expand the digital tracking system that would include annual occupancy permits, hazardous material permits, code enforcement cases, weed abatement and fire investigation.

San Mateo County has a sole contractor, Avocette, to implement and maintain Accela within their system; therefore, they will be conducting the Division’s buildout of Phase II. Avocette has completed seventy five percent (75%) of our buildout within San Mateo County until it was determined we needed to separate from the County. During the buildout of Phase II, San Mateo County has expressed that we are past their capabilities and they are slowing us down with buildout and implementation and recommended we separate to maintain our pace of growth and be able to implement all features we need. To complete the remaining portion, we need to use Avocette who has built seventy five percent (75%) of our existing system. Using another vendor at this point would cause delays.

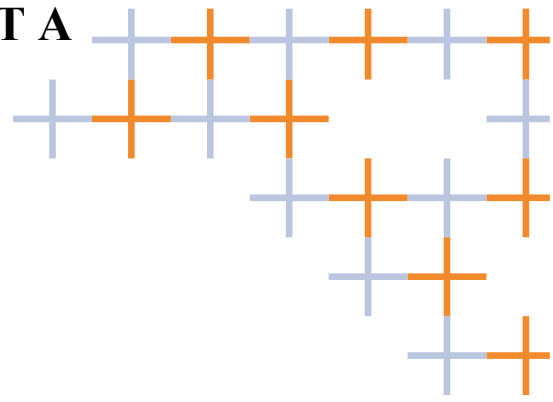
Accela is known for its enhanced capabilities and has proven its ability to meet our Division’s needs. With the implementation of Phase II, it will enhance the current system and bring the Division into compliance with record availability, retention and transparency standards.

FISCAL IMPACT

Funding in the amount of \$200,000 was previously approved by the Board in FY2017/18 for the build out of the tracking program. The remaining funds will have not been used due to the PO being secured with San Mateo County, and ended as of FY 18/19. The source of funds will be the 73310 Licenses and Software budget within the Fire Prevention Program 5000. The cost to complete Phase II is \$66,875. Staff may need to return at mid-year after a review and assessment to determine if an increase in funds are needed to complete the project, knowing the remaining funds for the project on the PO with San Mateo County were not used in FY18/19.

ATTACHMENTS

- A. Scope of Work - Avocette
- B. Resolution



Menlo Park Fire Department Enhanced Functionality Project Completion

STATEMENT OF WORK

CYNTHIA TOMEY

JUNE 5, 2019

Document History

Version	Issue Date	Updated By	Changes
0.1	June 5, 2019	Cynthia Tomey	Draft for project team review

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Purpose of Document

The purpose of this document is to define the objectives, scope, characteristics and structure of the completion of the MPFD Enhanced Implementation project. The statement of work is an agreement between all stakeholders as to how the project will be executed and completed.

Project Outline

Project Objectives

The Objective of the project is to complete the MPFD Enhanced Implementation project. Due to technical constraints the Enhanced Implementation project (Reference: County of San Mateo Resolution No. 075007 SR001) could not be completed with the current configuration. In order to complete the project Menlo Park Fire Department (MPFD) will be extracted from the SMC GOV Agency and moved to its own SAAS licensing implementation. This project completion will be performed in two distinct phases:

1. MPFD Extraction
2. Enhanced Implementation Completion

Project Timeline

The term of the Project is planned for 6 months. This timeline is dependent on the scheduling of Accela resources.

Project Start Date: June 2019
Project End Date: December 2019

Phase	Stage	Approximate Dates
Phase 1 - MPFD Extraction	Stage 1 – Initiation and Preparation	June 10 th – 21 st
	Stage 2 – Agency Setup	June 24 th – July 12 th
	Stage 3 – SUPP Environment Setup	July 15 th – 26 th
	Stage 4 – TEST Environment Setup	July 29 th – August 9 th
	Stage 5 – User Acceptance Testing	August 12 th – September 6 th
	Stage 6 – Go Live	September 9 th – 16 th
Phase 2 - Enhanced Implementation Completion	Stage 1 – Initiation and Preparation	September 23 rd – 27 th
	Stage 2 - Analysis and Development	September 30 th – October 25 th
	Stage 3 – User Acceptance Testing	October 28 th – November 22 nd
	Stage 4 – Go Live	November 25 th – December 2 nd

The dates in the above table are approximate. Actual start dates of deliverables will be based on the project plan created in Stage 1 – Initiation and Preparation and will be adjusted based on the actual duration of previous and dependent stages/tasks. Resources will be assigned in accordance with the project plan and resource assignment will be adjusted based on the actual duration of previous and dependent stages/tasks.

Project Estimate

The Enhanced Functionality Completion project will be implemented as a Fixed Price contract based on a blended rate of \$125/hour and the following estimation. Deliverables will be invoiced on completion and signoff of deliverable acceptance.

Project Management will be billed monthly for the duration of the project.

Phase 1 - MPFD Extraction				
Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 1 – Initiation and Preparation	1	Create Project Plan	8	\$1,000
	2	Develop Migration Scope	10	\$1,250
	3	Create Migration Plan	20	\$2,500
Stage 2 – Agency Setup	4	Environment Setup	8	\$1,000
	5	Verify Environments	20	\$2,500
Stage 3 – SUPP Environment Setup	6	Implement Migration into SUPP	24	\$3,000
	7	Migration Testing	20	\$2,500
	8	Environment Verification	10	\$1,250
Stage 4 – TEST Environment Setup	9	Implement Migration into TEST	16	\$2,000
	10	Migration Testing	8	\$1,000
	11	Environment Verification	10	\$1,250
Stage 5 – User Acceptance Testing	12	Training and UAT Introduction	20	\$2,500
	13	Dry-Run of PROD Migration	8	\$1,000
	14	UAT	40	\$5,000
Stage 6 – Go Live	15	Prod Migration Plan	20	\$2,500
	16	Set Go-Live Date	8	\$1,000
	17	Go-Live	8	\$1,000
Phase 2 - Enhanced Implementation Completion				
Stage 1 – Initiation and Preparation	1	Create Project Plan	8	\$1,000
	2	Review Scope	8	\$1,000
Stage 2 - Analysis and Development	3	ACA Specifications, Setup and Deployment	54	\$6,750
	4	Payment Adaptor Specifications and Development	40	\$5,000
Stage 3 – User Acceptance Testing	5	Training and UAT Introduction	20	\$2,500
	6	UAT	40	\$5,000
Stage 4 – Go Live	7	Prod Migration Plan	16	\$2,000
	8	Set Go-Live Date	8	\$1,000
	9	Go-Live	8	\$1,000
Project Management and Oversight			75	\$9,375
TOTALS			535	\$66,875

Deliverables

For each stage of the project, a summary of the deliverables, responsibilities, effort and duration are provided.

Phase 1 – MPFD Extraction

Stage 1 – Initiation and preparation

Project Initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Menlo Park Fire Department and Avocette expectations regarding the implementation. The deliverables are comprised of project planning activities and environment preparation.

In conjunction with the Menlo Park Fire Department, Avocette will perform the following tasks:

- Finalize staffing for the project teams.
- Finalize and document formal deliverable acceptance criteria and signoff procedures, identify team members that will be responsible for signoff from the Menlo Park Fire Department and Avocette.
- Finalize an integrated baseline Project Plan that includes resource allocation for all tasks (in collaboration with the Menlo Park Fire Department Project Manager).
- Update and further expand the Project Charter to define deliverables, identify roles and responsibilities, and define how the project will be governed, including a detailed escalation plan.

The following deliverables are completed in this stage:

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 1 – Initiation and Preparation	1	Create Project Plan	8	\$1,000
	2	Develop Migration Scope	10	\$1,250
	3	Create Migration Plan	20	\$2,500

Avocette Responsibilities:

- Provide timely and appropriate responses to Menlo Park Fire Department's requests for information.
- Coordinate project planning activities.
- Complete deliverables and other project management and control tools and processes with input from appropriate Menlo Park Fire Department resources.

Menlo Park Fire Department Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.

- Provide timely and appropriate responses to Avocette's requests for project planning input and meeting logistics requests.
- Review and provide feedback on the draft documents
- Ensure that the document review periods established during Project Initiation and recorded in the Project Plan are adhered to by the Menlo Park Fire Department team

Deliverables:

- 1 Create project plan
 - i. Responsibility – Avocette and Menlo Park Fire Department
- 2 Develop migration scope
 - i. Identify what Configuration pieces to include in extraction
 - ii. Responsibility – Menlo Park Fire Department with Consultation from Avocette
- 3 Create migration plan
 - i. Responsibility –Avocette

Stage 2 – Agency Setup

Avocette will work with the Accela to create new MPFD agency environments (SUPP, TEST, PROD)

The following deliverables are completed in this stage

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 2 – Agency Setup	4	Environment Setup	8	\$1,000
	5	Verify Environments	20	\$2,500

Avocette Responsibilities:

- Provide timely and appropriate responses to Menlo Park Fire Department's requests for information
- Assist Accela where necessary
- Verify environments are operational
- Continue PM activities.

Menlo Park Fire Department Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information
- Assist Accela where necessary
- Coordinate with Accela
- Provide any existing supporting documentation as required

Deliverables:

- 4 Environment Setup
 - i. Responsibility - Accela with Consultation from Avocette and MPFD
- 5 Verify environments
 - i. Smoke test of all three environments
 - ii. Responsibility - Avocette

Stage 3 – SUPP Environment Setup

Avocette will work with the Menlo Park Fire Department Information Technology Department to create a MPFD specific SUPP environment.

The following deliverables are completed in this stage

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 3 – SUPP Environment Setup	6	Implement Migration into SUPP	24	\$3,000
	7	Migration testing	20	\$2,500
	8	Environment Verification	10	\$1,250

Avocette Responsibilities:

- Provide timely and appropriate responses to Menlo Park Fire Department's requests for information
- Create migration package and import into SUPP environment
- Perform smoke testing to identify, document and resolve migration issues
- Assist MPFD during environment verification testing
- Continue PM activities.

Menlo Park Fire Department Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information
- Perform environment verification
- Schedule participants and meeting locations for workshop activities

Deliverables:

- 6 Implement migration into SUPP
 - i. Responsibility - Avocette
- 7 Migration testing
 - i. Responsibility - Avocette
- 8 Environment verification
 - i. Responsibility - Menlo Park Fire Department with support from Avocette

Stage 4 – TEST Environment Setup

Avocette will work with the Menlo Park Fire Department Information Technology Department to create a MPFD specific SUPP environment.

The following deliverables are completed in this stage

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 4 – TEST Environment Setup	9	Implement Migration into TEST	16	\$2,000
	10	Migration testing	8	\$1,000
	11	Environment Verification	10	\$1,250

Avocette Responsibilities:

- Provide timely and appropriate responses to Menlo Park Fire Department's requests for information
- Update migration package plan based on information from deliverable 7 and import into TEST environment
- Assist MPFD during environment verification testing
- Continue PM activities.

Menlo Park Fire Department Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information
- Perform environment verification
- Schedule participants for testing

Deliverables:

- 9 Implement migration into TEST
 - ii. Responsibility - Avocette
- 10 Migration testing
 - ii. Responsibility - Avocette
- 11 Environment verification
 - i. Responsibility - Menlo Park Fire Department with support from Avocette

Stage 5 – User Acceptance Testing

Once the TEST environment setup is complete Avocette will coordinate with Accela to perform a Practice Dry Run. This practice will assist in defining timing for the Final Go Live Deployment and create an environment for User Acceptance Testing (UAT).

The following deliverables are completed in this stage

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 5 – User Acceptance Testing	12	Training and UAT Introduction	20	\$2,500
	13	Dry-Run of PROD Migration	8	\$1,000
	14	UAT	40	\$5,000

Avocette Responsibilities:

- Provide timely and appropriate responses to Menlo Park Fire Department's requests for information
- Conduct training for MPFD staff
- Prepare MPFD for UAT
- Coordinate with Accela to plan and perform a Go Live Dry Run
- Support UAT process
- Identify and document and migration issues and coordinate with Accela to remediate

Menlo Park Fire Department Responsibilities

- Provide timely and appropriate responses to Avocette's request for information
- Schedule participants and meeting locations for training
- Perform User Acceptance Testing

Deliverables:

- 12 Training and UAT Introduction
 - i. Training to be defined
 - ii. Responsibility – Avocette and MPFD
- 13 Dry-Run of PROD Migration
 - i. Responsibility - Accela with Consultation from Avocette and MPFD
- 14 UAT
 - i. Responsibility – MPFD (Testing), Avocette/Accela (remediation fixes)

Stage 6 – Go Live

Production Go-Live date is defined as the official date in which Accela Automation moves from the test environment to production for daily Menlo Park Fire Department usage. This date will be agreed to by both Avocette and the Menlo Park Fire Department

The following deliverables are completed in this stage

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 6 – Go Live	15	PROD Migration Plan	20	\$2,500
	16	Set Go-Live Date	8	\$1,000
	17	Go-Live	8	\$1,000

Avocette Responsibilities:

- Lead the effort to transfer the configuration and any required data from Test to Production
- Assist in the development of a Deployment Checklist that details the critical tasks that must be accomplished prior to moving to Production
- Continue PM activities

Menlo Park Fire Department Responsibilities:

- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring
- Provide timely and appropriate responses to Avocette's request for information
- Assist in the development of a Deployment Checklist that details the critical tasks that must be accomplished prior to moving to Production

Deliverables:

- 15 PROD Migration Plan
 - i. Responsibility – Avocette, Accela and Menlo Park Fire Department
- 16 Set Go Live Date
 - i. Responsibility – Avocette with consultation from Accela
- 17 Go Live
 - i. Responsibility – Avocette and Accela

Phase 2 – Enhanced Implementation Completion

Stage 1 – Initiation and preparation

Project Initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Menlo Park Fire Department and Avocette expectations regarding the implementation. The deliverables are comprised of project planning activities and environment preparation.

In conjunction with the Menlo Park Fire Department, Avocette will perform the following tasks:

- Finalize staffing for the project teams.
- Finalize and document formal deliverable acceptance criteria and signoff procedures, identify team members that will be responsible for signoff from the Menlo Park Fire Department and Avocette.
- Finalize an integrated baseline Project Plan that includes resource allocation for all tasks (in collaboration with the Menlo Park Fire Department Project Manager).
- Update and further expand the Project Charter to define deliverables, identify roles and responsibilities, and define how the project will be governed, including a detailed escalation plan.

The following deliverables are completed in this stage:

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 1 – Initiation and Preparation	1	Create Project Plan	8	\$1,000
	2	Review Scope	8	\$1,000

Avocette Responsibilities:

- Provide timely and appropriate responses to Menlo Park Fire Department’s requests for information.
- Coordinate project planning activities.
- Complete deliverables and other project management and control tools and processes with input from appropriate Menlo Park Fire Department resources.

Menlo Park Fire Department Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Avocette’s requests for project planning input and meeting logistics requests.
- Review and provide feedback on the draft documents
- Ensure that the document review periods established during Project Initiation and recorded in the Project Plan are adhered to by the Menlo Park Fire Department team

Deliverables:

- 1 Create project plan
 - i. Responsibility – Avocette and Menlo Park Fire Department
- 2 Review scope
 - i. Review Scope from MPFD Enhanced Implementation Project and adjust current project scope as necessary
 - ii. The current scope is limited to ACA and Payment adaptor. Additional items will require a change order.
 - iii. Responsibility – Avocette and Menlo Park Fire Department

Stage 2 – Analysis and Development

This stage includes completion of two outstanding technical items from the initial enhanced implementation project:

1. Setup and configuration of the Accela Citizen Access Portal (ACA) with MPFD municipal branding
2. Setup and configuration of the online payment processing gateway for the supported payment vendors

In order to determine the MPFD interface requirements, analysis sessions will be conducted to determine if there are any updated requirements from the original enhanced implementation project.

The following deliverables are completed in this stage

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 2 - Analysis and Development	3	ACA Specifications, Setup and Deployment	54	\$6,750
	4	Payment Adaptor Specifications and Development	40	\$5,000

Avocette Responsibilities:

- Provide timely and appropriate responses to Menlo Park Fire Department's requests for information.
- Conduct analysis sessions
- Implement ACA based on MPFD's business need
- Build and test all aspects of the interface that interact directly with the Accela Automation
- Demonstrate completed functionality

Menlo Park Fire District Responsibilities:

- Provide timely and appropriate responses to Avocette's request for information
- Provide access to systems and individuals to assist with analyzing system interface

- requirements
- Allocate qualified business/technical experts time for interface testing sessions critical to the project's success
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house)
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system
- Validate interface through testing

Deliverables:

- 3 ACA Specifications, Setup and Deployment
 - i. Responsibility – Avocette with consultation from MPFD
- 4 Payment Adaptor Specifications and Development
 - i. Responsibility - Avocette with consultation from MPFD

Stage 3 – User Acceptance Testing

This deliverable is comprised of the assistance Avocette will provide to allow MPFD to accept that the solution meets the requirements as documented in all the deliverables. Avocette will assist MPFD in the testing and validation of the solution and its readiness to be migrated to production for active use.

Avocette will provide assistance to MPFD as needed by providing User Acceptance Testing (UAT) support and facilitating completion of UAT. Avocette will address and rectify issues discovered during the UAT process as the MPFD staff executes testing activities. Avocette will work with MPFD to develop a test plan and deliver sample test scripts, as well as an issue log to track the progress of testing.

MPFD and Avocette agree that this deliverable is critical to project success and that adequate staffing is required in order to successfully test the system, end to end, and resolve all issues prior to go-live. MPFD and Avocette will work to identify and resolve any staffing issues as they occur.

The following deliverables are completed in this stage

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 3 – User Acceptance Testing	5	Training and UAT Introduction	20	\$2,500
	6	UAT	40	\$5,000

Avocette Responsibilities:

- Provide recommendations on testing strategy and best practices
- Lead MPFD in up to 4 weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use
- Resolution of mutually agreed to prioritized issues as a result of User Acceptance Testing activities

Menlo Park Fire District Responsibilities:

- Provide timely and appropriate responses to Avocette's request for information.
- Make available the appropriate MPFD key users and content experts to participate in user acceptance testing as defined and managed by MPFD
- Develop the User Acceptance test scripts with oversight of Avocette and sample scripts
- Utilize Analysis documents as the basis for the acceptance of this Deliverable

Deliverables:

- 5 Training and UAT Introduction
 - iii. Training to be defined
 - iv. Responsibility – Avocette and MPFD
- 6 UAT
 - ii. Responsibility – MPFD (Testing), Avocette/Accela (remediation fixes)

Stage 4 – Go-Live

Production Go-Live date is defined as the official date in which Accela Automation moves from the test environment to production for daily Menlo Park Fire Department usage. This date will be agreed to by both Avocette and the Menlo Park Fire Department

The following deliverables are completed in this stage

Stage	Deliverable #	Deliverable Name	Hours	Cost
Stage 4 – Go Live	7	Prod Migration Plan	16	\$2,000
	8	Set Go-Live Date	8	\$1,000
	9	Go-Live	8	\$1,000

Avocette Responsibilities:

- Lead the effort to transfer the configuration and any required data from Test to Production
- Assist in the development of a Deployment Checklist that details the critical tasks that must be accomplished prior to moving to Production
- Continue PM activities

Menlo Park Fire Department Responsibilities:

- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring
- Provide timely and appropriate responses to Avocette's request for information
- Assist in the development of a Deployment Checklist that details the critical tasks that must be accomplished prior to moving to Production

Deliverables:

- 7 PROD Migration Plan
 - ii. Responsibility – Avocette, Accela and Menlo Park Fire Department
- 8 Set Go Live Date
 - iii. Responsibility – Avocette with consultation from Accela
- 9 Go Live
 - ii. Responsibility – Avocette and Accela

Deliverable acceptance Form

Deliverable Acceptance Form

Date:

Project Name:

Agreement Date:

Avocette Manager:

Menlo Park Fire Department agrees that Avocette has successfully completed the following Deliverables / Deliverables:

Deliverable / Milestone Item Name/#	Source / Reference Details	Amounts Billable
Total:		

Menlo Park Fire Department agrees that Avocette has successfully completed the Deliverables/Deliverables described above and therefore agrees to pay all invoices in connection with the acceptance of the Deliverables/Deliverables in accordance with the terms of the related Contract/Agreement.

APPROVALS:

Menlo Park Fire Department Name:

Sign Off

Menlo Park Fire Department acknowledges that it has read this Document, understands it and agrees that the business processes in this document are accurate. Further, Menlo Park Fire Department agrees that this Document, including all documents and change orders referred to herein and attached hereto, constitutes the entire agreement of the parties on the subject matter hereof and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. The parties agree that this Document cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted By: Menlo Park Fire Department	Accepted By: Avocette Technologies
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Resolution No. XXXX-2019

**RESOLUTION OF THE MENLO PARK FIRE PROTECTION DISTRICT
AUTHORIZING THE FIRE CHIEF TO EXECUTE A SOLE SOURCE
CONTRACT FOR IMPLEMENTATION OF A FIRE PERMIT TRACKING
SYSTEM WITH AVOCETTE AT AN AMOUNT NOT TO EXCEED \$67,000**

WHEREAS, the Menlo Park Fire Protection District provides emergency services and plan review and construction services to the Town of Atherton, City of East Palo Alto and City of Menlo Park and portions of unincorporated San Mateo County areas in accordance with State law; and

WHEREAS, the Board of Directors approved in December 2014, Resolution 1766-2014, the purchase and design of Phase I Accela tracking system implementation from San Mateo County; and

WHEREAS, the company known as Avocette is the approved vendor working through contract with the County of San Mateo on their Accela tracking system to build Phase II for Menlo Park Fire Protection District; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Menlo Park Fire Protection District authorize the Fire Chief to execute a sole source contract for implementation of a fire permit tracking system using Avocette at an amount not to exceed \$67,000

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the Board of Directors of the Menlo Park Fire Protection District at its regular meeting held on the 16th of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTESTED:

APPROVED:

Michelle Kneier, Clerk of the Board

Virginia Chang Kiraly, Board President

MENLO PARK FIRE PROTECTION DISTRICT

STAFF REPORT

TO: Board of Directors

MEETING DATE: July 16, 2019

FROM: California Task Force 3

PREPARED BY: Amy Kraska

APPROVED BY: Ben Marra

ITEM: CONSIDER AND APPROVE A RESOLUTION AUTHORIZING THE CALIFORNIA TASK FORCE 3 (CA-TF3) URBAN SEARCH & RESCUE (US&R) DIVISION SOLE SOURCE PURCHASE OF FIVE MOTOROLA RADIOS IN AN AMOUNT NOT TO EXCEED \$40,000

RECOMMENDATION

It is recommended that the Board of Directors:

1. Accept the report as presented; and
2. Adopt a resolution approving the FY2019-20 California Task Force 3, Urban Search & Rescue Division sole source purchase of five Motorola APX8500 Radios in an amount not to exceed \$40,000.00.

BACKGROUND

Federal Emergency Management Administration (FEMA) and the National Urban Search and Rescue Response System has identified within the FY15 & FY16 Cooperative Agreements Statement of Work that the task forces place a priority on acquiring communications capability, computing and network equipment. CA-TF3 currently has five vehicles which do not have Motorola Radios installed.

FEMA has provided supplemental funding for the Communications Equipment Cache Upgrade and FEMA Program Directive 2018-012 which authorizes the purchase of mobile radios and permanent antennas to be installed on each CA-TF3 vehicle.

DISCUSSION

Staff recommends that CA-TF3 be authorized to purchase 5 Motorola APX8500 Radios and accessories. These funds were approved in the FY2018-19 budget within the Fund 716, EMW-2016-CA-K0008A&B Cooperative Agreements.

FISCAL IMPACT

There are adequate funds for this purchase within the FY16 Cooperative Agreement, Fund 716, Program 7010, Account 61955.

ATTACHMENTS

- A. Resolution
- B. Motorola Solutions Quote

Resolution No. XXXX-2019

RESOLUTION OF THE MENLO PARK FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING THE CALIFORNIA TASK FORCE 3 (CA-TF3) URBAN SEARCH & RESCUE (US&R) DIVISION SOLE SOURCE PURCHASE OF FIVE MOTOROLA RADIOS IN AN AMOUNT NOT TO EXCEED \$40,000

WHEREAS, the Board of Directors received a report from the US&R Division requesting that the Board of Directors approve the sole source purchase of Motorola APX8500 Portable Radios, and

WHEREAS, the Board of Directors accepts the report as submitted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Menlo Park Fire Protection District that they authorize the purchase of five Motorola APX8500 Portable Radios in an amount not to exceed \$40,000.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the Board of Directors of the Menlo Park Fire Protection District at its regular meeting held on the 16th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTESTED:

APPROVED:

Michelle Kneier, Clerk of the Board

Virginia Chang Kiraly, Board President



Quote Number: SC18986664

Date: 05/13/2019

Customer:

CALIFORNIA TASK FORCE 3, FEMA URBAN SEARCH & RESCUE
170 MIDDLEFIELD ROAD
MENLO PARK, CA 94025
UNITED STATES

Attention:

Name: MIKE BAVISTER
Email: MBAVISTER@CATF3.ORG
Phone: 510.468.9094

Sales Contact:

Name: Floyd Duffy
Email: Floyd.Duffy@motorolasolutions.com
Email: MSIFEDSALES@motorolasolutions.com
Phone: 518-366-5756

Federal End User: DHS FEMA USAR, CA

/DM 26733803 TO ADJUST QUANTITIES, PLEASE CHANGE HIGHLIGHTED FIELD ONLY

Item	Quantity	Nomenclature	Description	Unit Price	Extended Price
APX8500 MP Remote Mount Mobile					
1	5	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$3,339.00	\$16,695.00
1 a	5	W22	ADD: STD PALM MICROPHONE APEX	\$50.40	\$252.00
1 b	5	G67	ADD: REMOTE MOUNT MP	\$207.90	\$1,039.50
1 c	5	G806	ENH: ASTRO DIGITAL CAI OP APX	\$360.50	\$1,802.50
1 d	5	G48	ENH: CONVENTIONAL OPERATION	\$560.00	\$2,800.00
1 e	5	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$518.00	\$2,590.00
1 f	5	G851	ADD: AES FIPS 140-2 LEVEL 3/DES-XL/DES-OFB ENCRYPT	\$559.30	\$2,796.50
1 g	5	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00
1 h	5	GA00805	ADD: APX O7 CONTROL HEAD.	\$442.40	\$2,212.00
1 i	5	G387	ADD: MULITCAST VOTING SCAN	\$140.00	\$700.00
1 j	5	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/	\$66.50	\$332.50
1 k	5	GA09008	ADD: GROUP SERVICES	\$105.00	\$525.00
1 l	5	GA01515	ADD: J600 ADAPTER CABLE	\$66.50	\$332.50
1 m	5	G445	ADD: MOBILE PERSONAL ACCOUNTABILITY	\$105.00	\$525.00
1 n	5	GA09000	ADD: DIGITAL TONE SIGNALING	\$105.00	\$525.00
1 o	5	GA01580AA	ADD: COVERT GNSS GLASSMOUNT LMR100	\$49.00	\$245.00
1 p	5	B18	ADD: AUXILARY SPKR 7.5 WATT	\$42.00	\$210.00
1 q	5	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$319.00	\$1,595.00
SUB TOTAL					\$35,177.50
OPTIONAL APX8500 ACCESSORIES					
2	0	H1919	MULTIPLEXER QMA	\$175.00	\$0.00
3	0	CB000091A03	CABLE, COAXIAL,QMA PLUG TO MINI-UHF	\$23.21	\$0.00
4	0	HKN6187B	CABLE, REMOTE MOUNT, 15M OR 50FT	\$63.53	\$0.00
-					

Total Quote in USD**\$35,177.50****NOTES SECTION**

Note 1: Purchase orders received on local paper MUST be charged state sales tax at the destination point, unless Tax Exempt Certificate is supplied.

This submission includes Motorola Solutions' Proprietary data and is to be used only for evaluation purposes.

Item	Quantity	Nomenclature	Description	Unit Price	Extended Price
Individual Task Forces must make their own arrangements with FEMA USAR HQ for programming the specific FEMA code plugs.					
- Contact Bob Speakman with FEMA MERS after receipt of equipment.					
Please see the attached Contractual Terms and Conditions, which should be considered as part of this quotation.					
This quote is provided by Motorola's U.S Federal Government Markets Division (USFGMD) in support of a FEMA US&R Program Directive, with the understanding that your purchase will be made with Federal Readiness Cooperative Agreement Funding and that the Motorola communications equipment procured with these funds will remain Federal Government property.					
FOB DESTINATION SURFACE DELIVERY 90 DAYS OR LESS, ARO					
This open market quote is valid for 60 days from the date that this quotation was provided.					

Note 1: This submission is prepared to address a potential requirement for a U.S. Federal purchase. If applicable, this submission may be treated as a quote in accordance with FAR Parts 12, 13, 14, and 15, and an order can be issued against this quote. For Government Agency orders, the applicable terms and conditions to any resulting order or contract are provided at <http://www.motorolasolutions.com/fedgov/omterms>. For Reseller/Prime Contractor orders, the applicable terms and conditions to any resulting order or contract are the PartnerEmpower terms or other agreed upon terms between the parties, or Motorola's standard Terms for Federal Prime Contractors as provided at <http://www.motorolasolutions.com/fedgov/omterms>.

Note 2: Resulting orders should be sent to Motorola Solutions, Inc. via e-mail (MSIFEDSALES@motorolasolutions.com). Please specify in the resultant order that this Motorola quote is incorporated by reference.

MENLO PARK FIRE PROTECTION DISTRICT

STAFF REPORT

TO: Board of Directors **MEETING DATE: July 16, 2019**
FROM: Administrative Services **PREPARED BY: Jon Hitchcock**
 APPROVED BY: Harold Schapelhouman

ITEM: CONSIDER FOR ADOPTION A RESOLUTION AUTHORIZING THE FIRE CHIEF TO EXECUTE A CONTRACT WITH MCKIM CORPORATION FOR FIRE STATION 2 DRIVEWAY RAMP IMPROVEMENTS IN AN AMOUNT OF \$96,861.28 AND ESTABLISH A \$15,000.00 BUDGET CONTINGENCY FOR UNANTICIPATED CHANGE ORDERS

RECOMMENDATION

It is recommended that the Board of Directors:

1. Accept the report as presented; and
2. Adopt a Resolution to award a contract for Fire Station 2 driveway ramp improvements to McKim Corporation in the amount of \$96,861.28 and establish a \$15,000 contingency budget for unanticipated change orders.

BACKGROUND

Fire Station 2 phase 2 was completed in December 2012. This project included the site improvements at the rear of the Fire Station which included the removal and replacement of the rear driveway approach and sidewalk on Capital Avenue. The new Fire Station construction was completed in October 2016. This project encompassed all remaining site improvements which included the removal and replacement of the existing driveway approach and sidewalk on University Avenue.

The new sidewalks were constructed to ADA code and they were located in their original locations right outside the property line. This resulted in steep driveway approach slopes. The prior driveway approaches had a gradual slope because the prior sidewalks were constructed as part of the driveway approaches and therefore the slopes from the driveway to the street were gradual and less steep. The prior sidewalks were not ADA compliant.

Shortly after construction of the new station the firefighters identified a concern with the fire apparatus entering and departing from the site. The mechanical division feels that there is a lot of stress and flex occurring on the apparatus due to the steepness of the driveway approaches and the weight of the apparatus which in turn will reduce the life expectancy of the apparatus and increase the need for repairs.

The Finance Committee reviewed this report on July 2nd and recommended it be forwarded to the Board for consideration.

DISCUSSION

To address the slope concerns the District hired Green Valley Consulting Engineers. The District, Green Valley Consulting Engineers and the City Engineering Department worked together to come up with a solution to relocate the sidewalks which would in turn allow for the driveway approaches to be rebuilt at reduced slopes. The work was designed to be completed in two phases in order to allow for the continued operation of the Fire Station during construction. Phase 1 includes demolition and construction of the driveway approach and sidewalk on University Avenue and phase 2 includes the demolition and construction of the driveway approach on Capital Avenue. It is estimated that each phase will take approximately 1 month to complete.

Plans and specifications were drafted and a permit was issued on June 5, 2019, and bids were solicited per the formal bidding process. The District solicited multiple companies, notified several planning houses, and placed advertisements in a local newspaper. A mandatory site walk was held on June 20, 2019. Six Contractors attended the site walk. Bids were due and publicly opened on June 27, 2019. The District received six bids. Per the formal bidding process for public projects, the contract if awarded must be awarded to the lowest responsible bidder. The bids received are as follows:

Company Name	Bid Price
McKim Corp	\$ 96,861.28
Alaniz Construction	\$ 129,160.00
Escon Builders	\$ 132,000.00
Innovate Concrete	\$ 139,472.00
Vanguard Construction	\$ 161,504.00
Silicon Valley Paving	\$ 287,793.00

FISCAL IMPACT

Staff reviewed each of the bids for completeness and for abnormalities and determined that McKim Corporation is the lowest responsible bidder. McKim Corporation has performed multiple jobs with government agencies throughout Santa Clara and San Mateo County. Staff

has also performed reference checks and received positive feedback. Staff recommends awarding the bid to McKim Corporation in the amount of \$96,861.28. In addition, staff is requesting a \$15,000 contingency budget to cover unanticipated change orders. The FY 19-20 Fire Station 2 Capital Improvement Project budget includes a line item for \$140,000 to fund this project.

ATTACHMENTS

- A. Resolution
- B. Exhibit 1 – Contract

Resolution No. XXXX-2019

RESOLUTION OF THE MENLO PARK FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING THE FIRE CHIEF TO EXECUTE A CONTRACT WITH MCKIM CORPORATION FOR FIRE STATION 2 DRIVEWAY RAMP IMPROVEMENTS IN AN AMOUNT OF \$96,861.28 AND ESTABLISH A \$15,000.00 BUDGET CONTINGENCY FOR UNANTICIPATED CHANGE ORDERS

WHEREAS, the Board of Directors received a report from the Fire Chief requesting the award of a contract for Fire Station 2 driveway ramp improvements to McKim Corporation in the amount of \$96,861.28 and to establish a \$15,000 contingency budget for unanticipated change orders; and

WHEREAS, plans and specifications were drafted and bids were solicited per the formal bidding process; and

WHEREAS, bids were due and publicly opened on June 27, 2019; and

WHEREAS, the District received six bids and McKim Corporation was found to be the lowest responsible bidder; and

WHEREAS, the Board of Directors accepts the report as submitted.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Menlo Park Fire Protection District that:

1. The Board of Directors authorizes the Fire Chief to execute the contract with McKim Corporation for Fire Station 2 driveway ramp improvements in the amount of \$96,861.28 attached hereto as Exhibit 1 in the same or substantially the same form as submitted in the report.
2. The Board of Directors approves a contingency for unanticipated change orders in the amount of \$15,000.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the Board of Directors of the Menlo Park Fire Protection District at its regular meeting held on the 16th day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTESTED:

Michelle Kneier, Clerk of the Board

Virginia Chang Kiraly, Board President

Contract Document's Checklist

Complete, accurate, executed copies of the following documents must be submitted to the Menlo Park Fire Protection District in accordance with the bid package issued by the District within ten (10) Calendar Days of receiving written notice concerning award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the District.

- _____ Contract Check List
- _____ Contract - Part 1 (Agreement)
- _____ Performance Bond
- _____ Payment/Labor and Materials Bond
- _____ Certificates of Insurance, Declarations page(s) and Endorsements
- _____ Prevailing Wage Certification
- _____ Site Visit Certification
- _____ Contract - Part 2 (General Provisions)
- _____ Schedule and Schedule of Values
- __NA__ List of Subcontractors with addresses and phone numbers

CONTRACT PART 1 - AGREEMENT

This Contract is made and entered into this 17th day of July, 2019, by and between the Menlo Park Fire Protection District, a California Fire Protection District, 170 Middlefield Road, Menlo Park, CA 94025, hereinafter referred to as "District," and McKim Corporation, hereinafter referred to as "Contractor." (the "Contract" or "Agreement")

RECITALS

A. Notice Inviting Bids. The District gave notice inviting bids to be submitted for the **Menlo Park FPD – FIRE STATION 2 DRIVEWAY APPROACH** by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.

B. Bid Opening. On June 27, 2019, District representatives opened the bids for the **Menlo Park FPD – FIRE STATION 2 DRIVEWAY APPROACH** and read the bids aloud.

C. Project Award. On July 16, 2019, the District Board awarded the **Menlo Park FPD – FIRE STATION 2 DRIVEWAY APPROACH** to the Contractor and directed District staff to send the Contractor written notice of award of the project. The District Board conditioned award of the project on the Contractor's providing executed copies of all documents specified in the Contract checklist included in the bid package within ten (10) calendar days of receiving written notice concerning award of the project, unless specified otherwise on the Contract checklist.

D. Required Documents. The Contractor has provided the District executed copies of all documents specified in the Contract checklist included in the bid package within ten (10) calendar days of receiving written notice of award, unless specified otherwise on the Contract checklist.

NOW, THEREFORE, the District and the Contractor agree as follows:

CONTRACT TERMS

1. The Work.

The Contractor must furnish all equipment, tools, apparatus, facilities, material, labor, and skill necessary to perform and complete in a good and workmanlike manner the **Menlo Park FPD – FIRE STATION 2 DRIVEWAY APPROACH** ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

2. Location of Work.

The Work will be performed at the following location:

2290 University Avenue
East Palo Alto, CA 94303
San Mateo County, California

3. Time for Completion.

The Contractor must complete the Work in accordance with the Contract Documents within **75 calendar days** from the date specified in the District's Notice to Proceed ("Time for Completion"). If the District has a temporary fire station operating on the Project site, the Contractor shall build into the schedule 7 consecutive days for the Fire District to relocate its personnel, furniture and equipment out of the temporary fire station and to move into the new fire station.

4. Remedies for Failure to Timely Complete the Work.

If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Contract in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this Contract that have accrued by the Time for Completion, the Contractor will become liable to the District for all resulting loss and damage in accordance with the Contract Documents and applicable law. The District's remedies for the Contractor's failure to perform include, but are not limited to, assessment of **liquidated damages of \$100.00 per calendar day** in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. Contract Price and Payment.

As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the District will pay the Contractor in lawful money of the United States the total price of **\$96,861.28** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated June 27, 2019, attached to and incorporated in this Contract. Payment to the Contractor under this Contract will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The District will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Contract is first modified in accordance with its terms. The District's obligation to pay the Contractor under this Contract is subject to and may be offset by charges that may apply to the Contractor under this Contract. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

6. Prevailing Wages.

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available at www.dir.ca.gov/dlsr/pwd and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

In accordance with the Department of Industrial Relations, Contractors and Subcontractors must register with the State as a public works contractor and pay the applicable fees. Additionally, the Contractor and Subcontractor shall be required to directly submit their certified payroll documentation to the DIR, Compliance Monitoring Unit for review. This does not eliminate the requirement of submitting such documentation to the District for review.

7. The Contract Documents.

This Contract consists of the following documents (“Contract Documents”), all of which are incorporated into and made a part of this Contract as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

- 7.1** Part 1 of the Contract (“Contract” or “Agreement”) and change orders and other amendments to this agreement signed by authorized representatives of the District and the Contractor.
- 7.2** Part 2 of the Contract (“General Provisions”) and associated exhibits, change orders and other amendments to the General Provisions signed by authorized representatives of the District and the Contractor.
- 7.3** The Technical Specifications, addenda to the Technical Specifications signed by authorized representatives of the District and issued prior to bid opening, Equal

Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendment to the Technical Specifications signed by authorized representatives of the District and Contractors.

- 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the District and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendment to the Project Plans signed by authorized representatives of the District and Contractors. Details applicable to the project included in the City, Town or County Standard Details, will take precedence over any conflicting details in the Project Plans.
- 7.5 Notice Inviting Bids.
- 7.6 Instructions to Bidders.
- 7.7 The successful bidder's completed Proposal.
- 7.8 The successful bidder's completed Contractor License Information.
- 7.9 The successful bidder's completed List of Subcontractors.
- 7.10 The successful bidder's Non-Collusion Declaration.
- 7.11 The successful bidder's Workers Compensation Insurance Certification.
- 7.12 The successful bidder's Debarment Certification.
- 7.13 The successful bidder's Title 49 Code of Federal Regulations Part 29 Debarment & Suspension Certification.
- 7.14 The successful bidder's completed Certificates of Insurance, Declaration page(s) and Endorsements.
- 7.15 The successful bidder's executed Performance Bond.
- 7.16 The successful bidder's executed Payment/Labor and Materials Bond.
- 7.17 Prevailing Wage Certification
- 7.18 Site Visit Certification
- 7.19 The successful bidder's Contractor Information Sheet, if any.
- 7.20 The successful bidder's signed Signature Form.

8. Provisions Incorporated by Reference.

Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Contract to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Contract. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Contract to the extent expressly incorporated in this Contract by section number. When such published provisions are made a part of this Contract, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the District as the context of this Contract may require.

9. Interpretation of Contract Documents.

Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Fire Chief, or his/her designee, for issuance of an interpretation and/or decision by the Fire Chief or his/her designee in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the District. The decision of the Fire Chief, or his/her designee, will be final.

10. Assignment Prohibited.

The Contractor may not assign part or all of this Contract, or any moneys due or to become under this Contract, or any other right or interest of the Contractor under this Contract, or delegate any obligation or duty of the Contractor under this Contract without the prior written approval of an official authorized to bind the District and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the District and the Contractor's sureties will be void and a material breach of this Contract subject to all available remedies under this Contract and at law and equity.

11. Certification re: Contractor's License.

By signing this Contract the Contractor certifies that the Contractor holds a valid license issued by the California State Contractors Licensing Board as required to perform the Work and as specified in the Notice to Bidders for the Project, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Contract subject to all available remedies under this Contract and at law and equity.

12. Severability.

If any term or provision or portion of a term or provision of this Contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

13. No Discrimination.

No person shall, on the grounds of race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, ancestry, genetic information, gender identity, gender expression, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Contract or the General Provisions. Contractor shall ensure equal employment opportunity based on subjective standards or recruitment, selection, promotion, classification, compensation, performance evaluation and management relations for all employees and Subcontractors under this Contract and the General Provisions.

14. Choice of Law, Venue.

The laws of the State of California shall govern this Contract and the General Provisions. To the extent that there is any inconsistency between this Contract and the General Provisions and the Applicable Law, or this Contract and the General Provisions omits any requirement of the Applicable Law, the language of the applicable law in effect on the date of the execution of this Contract and the General Provisions shall prevail. In the event that either party brings any action against the other under this Contract and the General Provisions, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

15. Independent Contractor.

The Contractor is not an officer or employee of the District. At all times during the term of this Contract and the General Provisions, Contractor shall be an independent contractor and shall not be an employee of the District. The District shall not have the right to control the means by which the Contractor accomplishes services rendered pursuant to this Contract and the General Provisions. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and Subcontractors providing services under this Contract and the General Provisions shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by the District, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of the District and entitlement to any contribution to be paid by the District for employer contributions and/or employee contributions for PERS benefits.

Except as the District may specify in writing, the Contractor shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent. The Contractor shall have no authority, express or implied, pursuant to this Contract and the General Provisions to bind the District to any obligation whatsoever

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

Date: _____

Date: _____

Contractor

District

By _____

By _____

Official Title

Fire Chief

Performance Bond

NOTE: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of Directors of the Menlo Park Fire Protection District has awarded to _____, (designated as the "PRINCIPAL") a contract for the Menlo Park FPD – **FIRE STATION 2 DRIVEWAY APPROACH**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

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

NOW, THEREFORE, WE, the PRINCIPAL and _____ as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the District (designated as "OBLIGEE"), in the penal sum of

_____ dollars (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bound PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the OBLIGEE, its officials, officers, employees, volunteers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications or the plans accompanying the same or to any other part of the contract documents, as defined therein, shall in any way affect said SURETY's obligation on this bond, and the SURETY does hereby waive notice of any such change, extension of time, alteration or addition.

And the said SURETY, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the OBLIGEE reserves the right to refuse tender of the PRINCIPAL by the SURETY to complete the Contract work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL _____

By _____

(Acknowledgement)

Title _____

SURETY _____

(Corporate Seal)

By _____

(Attorney-in-fact)

(Acknowledgement)

Title _____

NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.

Payment/Labor and Materials Bond

NOTE: *The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond*

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of Directors of the Menlo Park Fire Protection District has awarded to _____, (designated as the "PRINCIPAL") a contract for the **Menlo Park FPD – FIRE STATION 2 DRIVEWAY APPROACH**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, pursuant to California Civil Code Section 9550, the PRINCIPAL is required, before entering upon the performance of the Contract, to file a payment bond with and have such bond approved by the officer or public entity by whom the Contract is awarded; and

WHEREAS, pursuant to California Civil Code Section 9554, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, and must satisfy the other requirements specified in that section; and

WHEREAS, the PRINCIPAL is required in accordance with the Contract to furnish a payment bond in connection with the Contract to secure payment of claims of laborers, mechanics and materialmen employed on work under the Contract in accordance with applicable law;

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California are held and firmly bound unto all laborers, material men, and all other persons named in California Civil Code Section 9100 (a) in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than one hundred percent of the total amount payable by the terms of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL or any of the PRINCIPAL's subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any persons named in California Civil Code Section 9100 (a), or fail to pay for any labor, materials, provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or fail to pay amounts due under the Unemployment Insurance Code with respect to such work or labor, or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL or any subcontractors of the PRINCIPAL pursuant to Section 13020 of the

Unemployment Insurance Code with respect to such work or labor, that the SURETY will pay for the same in an amount not exceeding the amount herein above set forth, and also, in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court; otherwise this obligation shall be void.

It is hereby expressly stipulated and agreed by the said Surety, for value received, that this bond shall inure to the benefit of any and all of the persons named in Section 9100 (a) of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is hereby further expressly stipulated and agreed by the said Surety, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or the specifications or drawings accompanying the same or to any other part of the contract documents, as defined therein, shall in any manner affect the obligations of the SURETY on this bond, and SURETY does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL _____

By _____

(Acknowledgement)

Title _____

SURETY _____

(Corporate Seal)

By _____

(Attorney-in-fact)

(Acknowledgement)

Title _____

NOTE TO SURETY COMPANY: *A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.*

Prevailing Wage Certification

Menlo Park FPD - **FIRE STATION 2 DRIVEWAY APPROACH** contract between the
Menlo Park Fire Protection District (the DISTRICT) and McKim Corporation
_____ (the CONTRACTOR or the BIDDER).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements.

I am registered with the Department of Industrial Relations (DIR) as a public works contractor and shall submit certified payroll documentation directly to the DIR, Compliance Monitoring Unit for review.

And I understand that in accordance with the Department of Industrial Relations workers who perform certain off-site sheet metal and electrical work must be paid prevailing wages.

Date: _____

Proper Name of Bidder: _____

Signature: _____

By: _____

Its: _____

Site Visit Certification

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the work under contract.

I certify under penalty of perjury under the laws of the State of California at the foregoing is true and correct.

I fully indemnify the Menlo Park Fire Protection District, the Architect, the Construction Manager (where applicable), and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

(Signature of Bidder)

(Typed name of Bidder)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20 _____

(Notary Public)

My commission expires: _____

Change Order Form

MENLO PARK FIRE PROTECTION DISTRICT
170 Middlefield Road Menlo Park, CA 94025

CONTRACT CHANGE ORDER

ORDER NO

DATE

STATE
California

CONTRACT FOR:
MENLO PARK FPD – FIRE STATION 2 DRIVEWAY
APPROACH

COUNTY
San Mateo

CONTRACT NO:2-4

Owner: MENLO PARK FIRE PROTECTION DISTRICT

Contractor McKim Corporation

Current Contract Price:

Current Contract Time of Completion:

TO:

(Contractor)

You are hereby requested to comply with the following changes from to the contract plans, specifications, or other contract documents:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE In Contract Price
1)		
	\$	\$
TOTALS	-	-
NET CHANGE IN CONTRACT PRICE		\$

JUSTIFICATION:

The Revised Contract Total Including this and previous Change Orders
Will Be: \$

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged):
Calendar Days

Contract Revised Completion Date _____

- CHANGE ORDER FORM -

Upon execution by representatives authorized to bind the parties, this Change Order will become a part of the contract. The consideration specified in this Change Order (whether an adjustment of the contract price, an adjustment of time, and/or other consideration) is the full and sole compensation owed to the contractor as a result of the changes and issues described in this Change Order. Such consideration includes, but is not limited to, any and all direct and indirect costs incurred by the contractor as a result of the changes and issues described in this Change Order for any labor, equipment, materials, overhead (additional, extended, field and home office), profit, or time adjustments. By signing this Change Order the contractor waives and releases the owner from any and all claims for additional compensation concerning any of the changes and issues specified in this Change Order.

The undersigned, being the _____ (Title) of the Contractor, by signing this Change Order declares under penalty of perjury under the laws of the State of California, and does personally certify and attest that: the undersigned has thoroughly reviewed the attached request for change order and knows its contents, and said request for change order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflect the allowable expenses that would be incurred, and the time necessary, to perform the change order; and further, that the undersigned is familiar with California Penal Code Section 72 and California Government Code Section 12650 et seq., pertaining to false claims, and further knows and understands that the submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

(Owner)

(Date)

(Owner's Architect/Engineer)

(Date)

(Project Manager)

(Date)

(Contractor)

(Date)

CONTRACT PART 2 – GENERAL PROVISIONS

1. Definitions.

The following terms as used in any agreement or Contract of which these “General Provisions” are a part are defined as follows:

- 1.1 **Architect:** The person or persons so specified on the Technical Specifications and/or Project Plans.
- 1.2 **ASTM:** American Society for Testing and Materials latest edition.
- 1.3 **Bid Package:** All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.
- 1.4 **Contract:** The agreement between the District and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1.5 **Contract Documents:** All those documents listed in Paragraph 7 of the Contract Part 1 as comprising the entire agreement between the District and the Contractor.
- 1.6 **Contractor:** The successful bidder for the Project and party to the Contract with the District as specified in the Contract Documents.
- 1.7 **Day(s):** Unless otherwise specified in the Contract Documents as Working Days, days means calendar days.
- 1.8 **District:** Menlo Park Fire Protection District, may also be referred to as Owner.
- 1.9 **District Representative:** The District Fire Chief, or his designee, who shall serve as the official point of contact between the District and the Contractor.
- 1.10 **District-retained Surplus:** The materials identified in Exhibit C.
- 1.11 **Project:** The Menlo Park FPD – **FIRE STATION 2 DRIVEWAY APPROACH** project as described in the Technical Specifications and Project Plans.
- 1.12 **Inspector of Record:** The party or parties charged by the District with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Inspector of Record acts under the direction of the District and must coordinate with the Project Manager as directed by the District in accordance with the Contract Documents.

- 1.13 Project Manager:** The District’s authorized representative for administration and overall management of the Project, Contract, and Work. For this Project, the Project Manager is Jonathan Hitchcock.
- 1.14 Project Plans:** The primarily graphic detailed requirements concerning the Project contained in the Bid Package and any addenda to the Project Plans signed by authorized District representatives and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the District and the Contractor in accordance with the requirements of the Contract Documents.
- 1.15 Public Works Standard Specifications and Details:** The edition of the Standard Specifications for Public Works Construction (the “Greenbook”) in effect on the date of the last signature to this Contract.
- 1.16 Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Work according to the Technical Specifications and/or Project Plans.
- 1.17 Technical Specifications:** The detailed Project requirements contained in the Bid Package and any addenda to the Technical Specifications signed by authorized District representatives and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the District and the Contractor in accordance with the requirements of the Contract Documents.
- 1.18 Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
- 1.19 Working Days:** Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m. in East Palo Alto, (Subject to change per the local jurisdiction ordinance). Work performed on Saturday, Sunday or Monday through Friday outside of the hours specified above shall not be regarded as Working Days. Working Days may be revised pending the District’s and City’s approval. Contractor shall reimburse the District for the cost of having the Inspector of Record onsite for any days outside the days classified as Working Days.

2. Scope of Work.

- 2.1 Scope.** This Contract includes work necessary for and incidental to execution and completion of Menlo Park Fire Protection District Fire Station 2 Driveway Approach Project in accordance with the Project Plans and Technical Specifications dated April 2019 prepared by Green Valley Consulting Engineers. Work under this Contract includes furnishing all labor, materials, services and transportation, except as specifically excluded which is required for completion of Project in accordance with provisions of Contract Documents. Work to be included as part of this Contract includes but may not be limited to: Demolition of driveways and sidewalks, construction of new driveways and sidewalks as well as other work as shown on the plans.
- 2.2** The estimate of the quantities of Work to be done is approximate only, being as a basis for the comparison of bids, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the District Representative or Project Manager, as authorized by the District Representative.
- 2.3** Incidental items of construction necessary to complete the Work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Technical Specifications and not specifically referred to in this section, shall be considered part of the Work and will be understood to be furnished by the Contractor.

3. Communications.

- 3.1 Written Notice.** Will be deemed to have been duly served for purposes of these General Provisions and any Contract of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor will be that listed in the Contractor's completed Proposal. Written Notices to the District shall be sent to:

Menlo Park Fire Protection District
170 Middlefield Road, Menlo Park CA 94025
Attention: Jonathan Hitchcock

4. Contract Documents

- 4.1 Documents Furnished by District.** The District will furnish to the Contractor, free of charge, one (1) set of prints of the Project Plans and Technical Specifications for execution of the Work.

4.2 As-Built. Throughout the performance of the Work the Contractor must keep one copy of posted As-built drawings and Technical Specifications in good order and available at the project site for review by the District, the Project Manager, Inspector of Record, the Architect, and any other District representatives. The As-built drawings must be posted with the most current direction, installations and information. These documents are to be available for review by the District or designee on a weekly basis. Postings of recent information shall be made no less than 7 calendar days of the date in which direction was given.

4.3 Record Documents. As-Built drawings and Project Manual, record in concise manner using industry-standard drafting techniques on drawings, on weekly basis all actual revisions to Work and transfer as built information to Auto CAD drawings at the completion of the project. Store Record Documents separate from documents used for construction. Replace soiled or illegible documents. Record Drawings shall include but are not limited to:

- (1) Changes made on Drawings, including Clarification Drawings.
- (2) Changes made to Specifications.
- (3) Changes made by Addenda and ASI.
- (4) Changes made by Construction Change Directives/Instruction Bulletins, Architect's Supplemental Instructions, minor changes.
- (5) Change Orders or other authorized Modifications to Contract.
- (6) Revisions made to shop drawings, product data and samples.
- (7) Legibly mark and record at each product section description the actual products installed, including the Manufacturer's name, trade name, product model and number and supplier as well as the authorized product substitutions or alternates utilized.
- (8) Changes made by Addenda and Modifications.
- (9) Legibly mark each item to record actual construction including:
 - a. Measured depths of foundations in relation to finish first floor.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Identify drains and sewers by invert elevation.
 - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.

Identify ducts, dampers, valves, access doors and control equipment wiring.

- (10) Field changes of dimension and detail.
- (11) Details not on original drawings.
- (12) Obtain Architect's signed certification that Record Documents have been fully updated prior to submitting monthly payment requests. Compliance is mandatory before payment will be made.
- (13) Submit Record Documents certified by Inspector to Architect with claim for final Application for Payment. Fully completed Record Documents are a prerequisite to final payment.
- (14) In addition to the As-Built Drawings required by this Section, upon completion of Work, incorporate all changes from the As-Built Drawings to the Record Drawing set, submit in computer-generated electronic files as specified by the Architect with all changes as noted on As-Built Drawings. Include all Change Orders, Addenda, field orders and as-installed conditions. Submit to Owner two (2) sets in CD-Rom format containing all As-Built information. Contractor may request to use the Architect's computer-generated drawings in electronic format upon signing required release documents.

4.4 Ownership of Documents. All documents relating to the Project, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the District and may not be used on any other work. All documents furnished by the District must be returned to District upon completion of the Work.

4.5 Technical Specifications and Project Plans. The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents. In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified will be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.

4.6 Standards Referenced. The date of the Standard is that in effect as of the Bid date. Contractor shall be responsible for obtaining copies of Standards when required by Contract Documents and shall provide access to the standards to the

Inspector of Record when requested. For products specified by association or Trade Standards, Contractor shall comply with those requirements, except when more rigid requirements are specified or are required by codes.

- 4.7 Audit and Examination of Records.** The District may examine and audit at no additional cost to the District all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or Contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily sign in sheet and logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other Project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Contract. Records will be provided within 10 days of request. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract will be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Contract.

5. Contractor Provided Documents (RFI's, Submittals, Shop Drawings, Etc.)

- 5.1 Errors or Inconsistencies.** The Contractor must notify the Project Manager as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Project Manager will issue instructions concerning any such apparent errors or inconsistencies. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Project Manager, the Contractor does so at its sole risk and will have all of the obligations and the District will have all of the rights and remedies specified in Section 15 concerning any resulting damage or defect.
- 5.2 Review of Documents Submitted by the Contractor.** The Contractor, in cooperation with Architect, Inspector of Record and Project Manager, shall establish and implement procedures to review shop drawings, material submittals, RFI's, samples, product data, change order requests, payment requests, material delivery dates, and maintain logs, files, and other appropriate documentation. Contractor shall provide the above listed information in a timely manner to avoid project delay. In doing so Contractor shall account for the time required for the

District, Inspector of Record, Project Manager and Architect to review such documentation. Contractor shall assume that the RFI's minimum review time will be 6 working days, submittals minimum review time will be 20 working days and change order request minimum review time will be 6 working days. Delays caused by the failure of the Contractor to provide information in a timely manner shall be assumed by the Contractor. In the event the information provided by the Contractor requires additional information, any delay caused by the resubmittal or review of the resubmittal shall be assumed by the Contractor. Submission of submittals shall be prioritized per the Contractor's schedule. Excessively early submission of submittals shall not be subject to the 20 working day review period.

5.3 Submittals. Submittals shall include Shop Drawings, Product Data, Maintenance Information, Samples, Manufacturer's Instructions, Informational Submittals, Certifications and similar submittal items. They are for the purpose of demonstrating, for portions of the Work where they are required, the way that the Contractor proposes to conform to information given and design concepts expressed in Contract Documents.

- (1) Shop Drawings. Drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or Subcontractor, manufacturer, supplier or distributor are to be used to illustrate some portion of the Work. Shop Drawings shall identify by reference to sheet and detail, schedule or room numbers shown on the Contract Drawings.
- (2) Product Data, Maintenance Information, Manufacturer's Instructions. Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for some portion of the Work. Contractor shall:
 - a. Mark each copy to identify pertinent products or models.
 - b. Show performance characteristics and capacities.
 - c. Show dimensions and clearances required.
 - d. Show wiring or piping diagrams and controls.

When using Manufacturer's standard schematic drawings and diagrams:

- a. Modify drawings and diagrams to delete information which is not applicable to the Work.
- b. Supplement standard information to provide information specifically applicable to the Work.

- (3) Samples. Samples of sufficient size and quantity shall be provided to clearly illustrate functional characteristics of the product, integrally related parts and attachment devices, full range of color, texture and pattern.
- a. Field samples: Erect or create, at site unless otherwise specified, at a location acceptable to Architect and Owner. The size of the sample shall be specified in the respective specification section. Remove field samples at conclusion of Work or when acceptable to Architect and Owner, unless approved samples are to be incorporated into the Work.
- (4) Additional Submittal Requirements. Contractor shall review Shop Drawings, Product Data and Samples for conformance to the Contract Documents prior to submittal. In addition to information concerning pertinent materials and procedures, each submittal shall contain the following minimum administrative requirements. Submittals shop diagrams and/or drawings that do not satisfy these requirements and are not responsive to prior comments will not be reviewed.
- a. Certification: Stamp each submittal and each page that Contractor's review has been conducted.
- b. Contact information for person providing the submittal, including names of:
1. Contractor and pertinent Subcontractors.
 2. Supplier.
 3. Manufacturer.
- c. Deviation: Identification of deviations from Contract Documents. Notify Architect, in writing on the coversheet of the submittal, at time of submittal, of any deviations in submittals from requirements of Contract Documents and cloud all deviations. Deviations not identified this way shall be considered not reviewed and unapproved.
- d. Data Coordination: Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with specifications.
 5. Identification of product with specification Section number.
- e. Relation to adjacent or critical features of work or materials.
- f. Dated transmittal form or letter from the Contractor (not by subcontractors or suppliers).
- g. Identification of revisions on re-submittals. Resubmittals shall include a coversheet that briefly explains how the issues previously identified have been addressed.
- h. Project title and number.

- i. Serial number from Number Control Log.
 - j. Blank space for Contractor and Architect stamps.
- (5) Submittal Schedule/Log: Contractor shall establish and maintain a submittal schedule. Each submittal shall be assigned a number, in serial order, to each submittal. The submittal schedule shall be submitted no later than 15 calendar days from the issuance of the Notice of Award. The Submittal Schedule shall designate by Project specification Section number, all required submittals, including colors and finishes, and dates those will be required. The Submittal Schedule shall comply with the dates set forth, if any in the plans and specifications. Not less than monthly shall the submittal schedule be updated to reflect actual performance. Submittals shall be made promptly in accordance with Submittal Schedule, and in such sequence as to cause no delay in the work. It is the Contractor's responsibility to review and coordinate all submitted and approved shop drawings between Subcontractors prior to the start of work to assure no future installation conflicts will occur. Contractor is fully responsible for their failure to provide submittals within an acceptable time frame that allows time for the Architect's review along with time required for any resubmittals and additional reviews as needed. Acceptance of the submittal schedule does not excuse the Contractor from allocating sufficient time to prevent delay.
- (6) The following quantities shall be provided:
- a. Shop Drawings: Submit 4 copies, 5 copies if Architect's consultant is involved, unless otherwise specified.
 - b. Product Data: Same as for Shop Drawings.
 - c. Samples: Submit at a minimum of 3 samples of each type requested, unless otherwise specified. One sample shall be retained by the Architect, one by the Inspector and one to be returned to the General Contractor. Refer to individual Sections for size and type of samples to be submitted. Contractor must furnish all samples for approval as directed in sufficient time to permit the Architect or Project Manager to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Architect or Project Manager has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Project Manager or to such place as the Project Manager may direct. In conjunction with such submittal, Contractor shall prepare and submit to District a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The Contractor shall indicate on the log whether samples have been provided as specified and in accordance with other provisions of the Contract and these General Provisions. The Contractor is responsible

- to maintain and keep at the site one of each approved sample and will make available upon the request of the District, the Project Manager, Architect of Record or the Inspector of Record.
- d. Maintenance Information: Submit one copy of maintenance information and set of special tools. Additional copies will be provided as part of the close out requirements.
 - e. Calculations, Certificates: Submit 2 copies, unless otherwise specified.
 - f. Test Reports for Tests Conducted by Contractor: Submit 2 copies, unless otherwise specified.
- (7) Distribution: Unless otherwise agreed upon in writing, Submittals shall be delivered to the Project Manager who will then distribute them to the Architect. Contractor shall notify the Project Manager of any submittals provided to the Architect for review. Architect shall return the reviewed submittal to the Project Manager whom will distribute it to the Contractor. Contractor shall distribute the reviewed submittal to any and all Subcontractors affected by the submittal.
- (8) Construction Coordination: Contractor shall not commence fabrication, or work, which require submittals until return of submittals with Architect and/or Engineers review stamp indicating approval or noted corrections and comments have been received.
- (9) Architect's Review of Submittals: In conformance with information given and the design concept expressed in Contract Documents review of submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. Review of submittals will not constitute approval of safety precautions or, unless specifically stated by Architect, of any construction means, method, technique, sequence or procedure. Architect will review and return all submittals within 20 working days given that the Contractor must prioritize submission of submittals. Contractor's schedule shall include submittal due dates and shall include sufficient time for the submittal to be reviewed, corrected and approved. Early submission of non-critical path submittals will not be subject to the Architect's 20 working day review period. When professional or industry certification and calculation of performance criteria of materials, systems or equipment is required by Contract Documents, Architect will rely upon the accuracy and completeness of such certifications and calculations.

Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data and/or Samples unless Contractor has specifically informed Architect in writing of such deviation which shall

include at a minimum the clouding of the deviation/s on the shop drawings and listing the deviations on the coversheet.

Contractor shall not be relieved from the responsibility for errors or omissions in Shop Drawings, Product Data or Samples by Architect's review. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Work site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. Contractor is responsible for coordinate all work both previous and future with the submitted shop drawings to assure no future installation conflicts will occur. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 15 of these General Provisions concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

5.4 No Exposed Pipes, Conduits and Duct Work. Contractor shall furnish submittals for the location of all electrical conduits, duct work, wires and including but not limited to water pipes, sanitary pipes, gas pipes, storm drain pipes and mechanical pipes and for all items as indicated on Drawings and Specifications. Exposed conduits and pipes are not acceptable unless approved in writing by the District. Contractor is responsible for routing all pipes and conduits to ensure that all pipes and conduits are hidden. Contractor shall review the Specifications and coordinate with subcontractors, suppliers and adjacent work which affects the Work. The plans are diagrammatic and do not show the exact routing that the Contractor must follow.

5.5 Request for Information (RFI).

- (1) Request for Information (RFI) is a document submitted by Contractor requesting clarification of portion of Contract Documents. To be considered properly prepared, an RFI shall include a detailed written statement that indicates the specific item in need of clarification, states the nature of clarification being requested, and cites Drawing or Specification location where the indeterminate item can be found. Identify drawings by sheet number, title, and location on sheet and specifications by Section number, title, article and paragraph citation.
- (2) Improper RFIs are RFIs that, in the Architect's or Project Manager's opinion, are either not properly prepared or are incomplete.

- (3) Frivolous RFIs are RFIs that, in the Architect's or Project Manager's opinion, request information that is already available in Contract Documents.
- (4) Prior to submission Contractor shall carefully study the Contract Documents to ensure that an answer to its question is not available therein. When the Contractor is unable, from its evaluation of the documents to determine with reasonable confidence the material, process or system to be installed, Contractor shall submit an RFI to Architect for clarification of the indeterminate item.
- (5) RFI's shall be originated by Contractor.
 - a. RFIs from subcontractors or material suppliers shall be submitted through, reviewed by, and signed by Contractor before submitted to the Project Manager and the Architect.
 - b. RFIs sent by subcontractor or suppliers directly to Architect or Architect's consultants will be rejected and returned unanswered.
 - c. RFIs shall be submitted on form acceptable to Architect. RFI shall be completely filled in, and if prepared by hand, shall be fully legible after photocopying or transmission by e-mail or facsimile (fax).
- (6) A response to an RFI's does not constitute as approval to perform extra Work or cause for a claim to request a change in Contract Sum or Schedule.
- (7) When RFIs are issued to request clarification of coordination issues of Work shown diagrammatically, for example pipe and duct routing or clearances at specific locations, Contractor shall fully lay out issues and suggested solution using drawings or sketches drawn to scale, and submit same with RFI. RFIs which fail to include suggested solution will be returned marked NOT REVIEWED.
 - a. Contractors are encouraged to use reproductions of Contract Document pages to illustrate their questions, and to provide sketches required to communicate issues and suggestions.
- (8) Do not use RFIs for following purposes.
 - a. To request approval of submittals
 - b. To request approval of substitutions
 - c. To request changes which entail additional cost or credit

- d. To request changes which entail change of time of completion
 - e. To request different methods of performing Work than those drawn and specified.
- (9) Contractor shall endeavor to keep the number of RFIs to a minimum. If in the Architect's opinion, the process becomes unwieldy, because of number and frequency of RFIs submitted, the Architect may require the Contractor to revise its process.
- a. If Architect chooses to respond to an RFI it considers Improper or Frivolous, it will bill Owner for its time and expenses as an additional service. Owner will deduct such charges from moneys then due or that become due to the Contractor by Change Order.
 - b. Architect will notify Contractor, in advance of preparing such response, of its estimated costs to process alleged Improper or Frivolous RFI's and allow Contractor time to RESCIND or RETRACT its request. Failure by the Contractor to RESCIND or RETRACT its request shall serve as their acceptance to pay for the Architects time and expenses incurred by responding to such request.
- (10) Contractor shall prepare and maintain a log of RFIs, and at any time if requested by Architect, the Project Manager, Inspector of Record or the District, Contractor shall furnish copies of log showing outstanding RFIs. Contractor shall note unanswered RFIs in log.
- (11) In event Contractor believes that Architect's response requires a change in Contract Sum, Contact Schedule, or both, the Contractor shall submit a Contractor's Change Order Request and the Contractor shall not proceed with Work that is the subject of the RFI until receiving a response.
- a. Submit Request for Change Order, with complete supporting documentation within 7 days of posting of Architect's response.
 - b. Failure to submit Request for Change Order within the 7-days constitutes a waiver of rights to file such a claim, and shall be construed as agreement that Architect's response to RFI has no material effect on either the Contract Sum or the Schedule.

5.6 Deferred Approvals. The Contractor shall be responsible for the design or completion of a design of one or more systems labeled as Deferred Approval and to provide and install all of the required components as determined by an approved design. The design included in the plans and specifications, if any is to provide guidance and to identify the minimum requirements of the District and is not guaranteed to be complete. The bid provided by the Contractor to perform

the work identified as a deferred approval shall include the cost for the design and the material and labor required to perform the work in order obtain a permit and to obtain signoff approval on the permit by the Authority Having Jurisdiction. Work shall not be started until approval is obtained by the Architect and the Authority Having Jurisdiction.

- (1) Deferred approval drawings and specifications become part of the approved documents for the Project when they are submitted to and approved by the agency having jurisdiction.
- (2) Identify and specify all supports, fasteners, spacing, penetrations, etc., for each of the deferred approval items, including calculations for each and all fasteners.
- (3) Submittal for approval shall be provided to Architect for review and upon approval shall then submit to the Authority Having Jurisdiction and shall pay any applicable permitting fees.
- (4) For Deferred Approval items provided by the Contractor, Contractor shall provide product data, shop drawings, structural calculations including stamps and signatures and other necessary data or samples as required by the relevant Section of the Manual, and complete installation of items and equipment without extra cost to Owner.
 - a. Contractor will prepare, stamp and sign submittal following procedures in the Manual for Shop Drawings and submit to Architect.
 - b. Architect will review the submittal and, if complete including stamp and signature of the responsible professional the Contractor can then forward the submittal to the Local Jurisdictions having Approval for review and approval. Any fees assessed for local jurisdictional review shall be paid by the Contractor.
 - c. Contractor shall respond to review comments made by the agency having jurisdiction and revise and resubmit to Architect for re-submittal and approval to the agency having jurisdiction.
 - d. No fixed time can be set for agency approval.

6. Control of Work and Material.

- 6.1 Project Manager Status.** The Project Manager will administer the Project in accordance with the Contract Documents. After execution of the Contract and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or District must be forwarded through the Project Manager. Except as otherwise provided in the Contract Documents, the Project Manager will not be responsible for and will

not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Project Manager, Architect of Record and the Inspector of Record, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Project Manager will also have the authority to require inspection or testing of the Work.

- 6.2 Architect's Status.** The Architect will advise the District, the Project Manager, and the Inspector of Record concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Architect will also advise the District and the Project Manager concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect may recommend to the Project Manager inspection or testing of the Work, whether or not such Work has been fabricated, installed or completed.

6.3 Inspection and Testing of Work and Material.

- (1) Site and Material Access.** The District, the Project Manager, the Architect, the Inspector of Record, and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper access to facilities which shall include but is not limited to lifting equipment, ladders and safety equipment for such access and for inspection.
- (2) Inspection of Material/Defective Material.** The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Architect, Project Manager, and/or Inspector of Record. Contractor shall provide a copy of the approved submittal to the Inspector of Record. For material to be properly inspected all materials delivered must be delivered with tags and with a copy of the approved submittal which shall be compared to the Contractor's and Inspector of Record's onsite approved submittal. All material is subject to inspection by the Inspector of Record for verification of conformance upon delivery prior to installation, during installation and after installation.
- (3) Notification.** If the Project Manager, the Plans, Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Project Manager and the Inspector of Record timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any Work subject to such testing that is covered up without timely notice to the Project Manager and Inspector of Record or without the approval or

consent of the Project Manager must, if required by the Project Manager or the District, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 15 of these General Provisions concerning any Work subject to testing that is covered up or otherwise rendered inaccessible for inspection without timely notice to the Project Manager and Inspector of Record and that is not uncovered for examination at the Contractor's expense if required by the Project Manager or District.

(4) Scheduling and Coordination of Inspectors.

The Contractor must request all (initial, additional, retests or re-inspections) tests and inspections in writing no less than 48 hours in advance of the time desired to the Project Manager, Inspector of Record or designee.

Project Manager, Inspector of Record or designee shall be responsible for scheduling the special inspector. Any costs related to special inspections scheduled directly by the Contractor, their subcontractors or agents shall be paid by the Contractor. All tests when required must occur in the presence of the Inspector of Record. The District will, at its sole discretion, have the right to reject any and all test results, that do not meet this requirement, and to order a retest in the presence of the Inspector or Record. In the event that the Contractor requests any test and or inspection for the Project and is not completely ready for the test and or inspection the test and or inspection shall be considered as failed and will require a re-test / re-inspection.

The costs for all re-tests and re-inspections due to premature scheduling, incorrect work, improper scheduling and/or other Contractor associated reasons will be the responsibility of the Contractor. The cost of all retests will be charged to the Contractor at the actual cost plus 10 percent, to cover staff and administrative costs.

Contractor's schedule shall include the time for the compilation and reporting of data and test results. No subsequent layer of material may be placed until the test has been passed, acknowledged by the District and any required curing has occurred. Contractor is responsible for including the time required to obtain test results and to allow for proper curing in their project schedule. Contractor must make every effort to coordinate Special Inspection requirements as to achieve maximum efficiency of the Special Inspector's time.

- (5) **Hours of Testing.** Testing will only be performed on normal District Working Days between the hours of 8:00 a.m. and 3:00 p.m. unless other arrangements are made in advance and agreed to by the District. Tests performed outside of these hours and not approved in advance by the District shall be at the expense of the Contractor. Overtime or other additional costs incurred due to scheduling tests outside of the hours/days listed above shall be paid by the Contractor.
- (6) **Compliance and Reports.** Tests of materials or qualification tests required by the Contract Documents, and by those made by Federal, State and Local jurisdictions must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code and other applicable law. Copies of all testing reports will be distributed as required in the Technical Specifications.
- (7) **Re-Examination.** The District or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the District will pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice provided to the Project Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 15 of these General Provisions concerning any re-examined Work not in accordance with the Contract Documents.
- (8) **Non-Conforming Work.** The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the District consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor shall be responsible for any additional costs which shall include design fees incurred by the District for re-examination due to material or workmanship not conforming to the requirements of the Contract Documents. The Contractor must promptly segregate and remove non-conforming material from the Work site. In the event that the Contractor suggests an alternative to removing and replacing the non-conforming work and the alternative is acceptable to the District, the Contractor shall be responsible for the costs associated with all of the labor and material costs for the proposed change including the costs for any additional management, inspection,

engineering and design review services. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 15 of these General Provisions concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the District has not consented to accept.

- (9) **District Responsibility.** The District, at its sole expense, will provide all initial material and compaction tests. Where conditions vary, the District may perform additional testing. Cost for testing of materials offered in lieu of the specified materials will be the responsibility of the Contractor.
- (10) **Concrete and Asphalt Suppliers.** Concrete and asphalt may be supplied only from suppliers approved and certified by the State Department of Transportation. Proposed mix designs for all concrete and asphalt concrete to be placed within the Menlo Park Fire Protection District must be provided to and approved by the District, prior to placement.
- (11) **Offsite Inspection.** The District may inspect the production of materials or manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the District is assured of the cooperation and assistance of both the Contractor and the material producer. The District or their authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. The District assumes no obligation to inspect materials at the source of supply. The responsibility of incorporating satisfactory materials in the work rests entirely with the Contractor, notwithstanding any prior inspections or tests. The Contractor is responsible for coordinating and communicating with their subcontractors the requirements and time required for Special Inspectors to achieve maximum efficiency of the Special Inspector.

- 6.4 **Pre-Installation Meetings.** The District, Project Manager, or the Inspector of Record may require pre-installation meetings for any and all installations. Upon receipt of notice, Contractor shall set up a pre-installation meeting at least 24 hours prior to the scheduled installation. The Project Manager and/or Inspector of Record shall be in attendance of the Pre-Installation meeting. Subcontractors shall be required to bring submittals for materials, shop drawings and any other pertinent information to the pre-installation meeting such as RFI responses, ASI's and plan documents. Contractor is responsible for any delay required to comply with this requirement or delay caused by the discovery of any information previously provided in which the subcontractor was unaware of. Contractor's

ability to hold pre-installation meetings is not dependent on the District requesting a pre-installation meeting.

6.5 Materials, Equipment and Substitutions.

- a. Quality of Materials and Equipment.** Materials and Equipment used for the Work must be new and of the quality specified. When not particularly specified, Materials and Equipment must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials and equipment.
- b. Substitutions.** If the Contractor submitted complete information to the District for products proposed as equals in accordance with the bid package, and the District approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications or Project Plans. The District retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the District to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, and appearance, ease of maintenance and repair, and useful life requirements. If the District does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.
- c. Purchase, Delivery and Storage of Materials and Equipment.** All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work.
 - a.** Contractor shall coordinate delivery of all purchases, inspect Materials and Equipment upon receipt and promptly take action to replace Materials and Equipment that are damaged or nonconforming. The District, Project Manager, and the Inspector of Record have the right to inspect all materials prior to incorporation into the Project.
 - b.** Contractor shall coordinate delivery, protection and security for all Materials, Equipment, and systems that are a part of the Project, until such items are incorporated into the Project. During the performance of the Work, all Materials and Equipment must be neatly stored or stacked, properly protected from the weather and

other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the District, or with the use of existing District facilities by the public. Materials and Equipment may not be stored in a manner that presents a safety hazard or a nuisance. Materials and Equipment must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor must promptly remove from the Work site all Materials and Equipment rejected by the District or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming Materials have been incorporated in the Work or not. If the District or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the District. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 15 of these General Provisions concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all Work destroyed or damaged by such removal and/or execution.

- c. Contractor shall provide security and facilities to protect the Work, existing facilities and District's operations from unauthorized entry, vandalism or theft. Within a 48 hour period, pay for, replace or repair, to District's satisfaction, all surfaces or items damaged by graffiti or otherwise during course of construction and inform the District and the local police department of the incident (obtain a police report for each incident). Where security or fire detection systems are disabled for any reason, including where District has given approval for such system shutdown, provide fire watch or security guard service as directed by District at no additional cost to District. The Contractor is solely responsible for security within the work site. At a minimum Contractor shall erect temporary fencing and shall secure the site when no one is at the site. Upon erection of the building, exterior doors shall be shut and if there are openings to the inside of the building the Contractor shall at the request of the District and at the expense of the Contractor install temporary doors to secure the building.
- d. The Contractor will be entirely responsible for damage or loss of Materials, Supplies, Tools and Equipment delivered to, and/or stored, and/or installed at the Work site due to weather, theft or other causes.

- e. If any portion of the Work done or material furnished under this Contract proves defective and not in accordance with the Project Plans or Technical Specifications, and if the Project Manager determines that the imperfection of the same is not of sufficient magnitude or importance to make the Work dangerous or undesirable, or if the removal of such Work, is impractical or will create conditions which are dangerous or undesirable, the District may retain such Work, instead of requiring the imperfect Work to be removed and reconstructed, and make such deductions therefore in the payments due or to become due the Contractor as are just and reasonable. Defective work not accepted shall be removed and replaced at the Contractors expense.

(4) District Furnished, District Installed Work (OFOI)

- a. Contractor shall indicate in construction progress schedule District-furnish District-installed items and schedule time for installation. Provide notification to District not less than 30 days prior to scheduled installation for coordination.
- b. Items indicated on Drawings as OFOI will be furnished by District and installed by District. Work indicated as OFOI will be performed under separate contract employees by District at its discretion. Where work of this Contract adjoins or conflicts with OFOI work, Contractor shall cooperate with District and its employees in a manner that will provide for reasonable and accurate completion of this Contract and OFOI work.
- c. Contractor will coordinate with OFOI work affecting this contract. Including verification and interfacing of this contract with OFOI work. Coordination shall include, but not to be limited to the provision of concealed backing or supporting construction, location of utilities and accessibility for installation or maintenance.
- d. Contractor shall perform all prerequisite work per the schedule to prevent delay to OFOI work. Contractor is responsible for delays caused by schedule changes of OFOI prerequisites which impact the completion of the OFOI.

(5) District Furnished, Contractor Installed Work (OFCI)

- a. Contractor shall indicate in construction progress schedule District-furnish contractor-installed items and schedule time for its installation.
- b. Contractor shall verify exact sizes and services required for each item of equipment indicated on Drawings or in project manual as OFCI

and shall obtain from District rough-in drawings, diagrams, setting templates and other necessary information to ensure proper mating of assemblies.

- c. Contractor shall receive at project site each item of equipment from the District and from that time on shall assume full responsibility for items and equipment until one year from date of Certified Completion.
- d. Contractor shall give District 45 day's prior notice of requirements for delivery to site of all OFCI equipment.
- e. Contractor shall be responsible for receiving OFCI items and equipment and shall uncrate, inspect and notify District in writing within 7 days of receiving said items or equipment of acceptance or rejection of items or equipment. District, after receiving notice, will take appropriate action to have items or equipment made acceptable for Contractor's use. Rejected items shall be carefully stored and protected from damage by Contractor until District takes appropriate action.
- f. Contractor shall be responsible for final placement, installation, connection, start-up, checking, testing and demonstrating satisfactory operation. District will provide names of manufacturer's representatives, who shall assist the Contractor in checking, testing and demonstrating equipment.

7. Schedule.

- 7.1 Baseline Project Schedule.** Within ten (10) calendar days from the notice of award and prior to the issuance of the notice to proceed, the Contractor must deliver to the Project Manager a bar chart and critical path (CPM) schedule detailing the Contractor's intended schedule of Work for the entire Project. The schedule shall include all required submittals, their required submission date, approval date, and allow for sufficient time for resubmittals. The schedules must be detailed to clearly show the relative sequence of the items of Work, their inter-relationships, start and completion dates, float, the critical path, the original duration, the actual duration, and any other item deemed necessary by the Project Manager. The schedule must allow for the completion of the entire Work within the Time for Completion. Approved scheduling software include Microsoft Project Schedule, Primavera Project Planner (P3), Primavera SureTrak Project Manager, and Meridian Project Systems. Other scheduling software can be used upon District approval.

- (1) **District Review of Schedule.** The District may review the Contractor's submitted schedule and may note any exceptions. The Contractor must correct any exceptions noted by the District within seven (7) Calendar Days of being notified of the exceptions.
- (2) **Update of Schedule.** After submission of a schedule to which the District has taken no exceptions, the Contractor must submit an updated schedule on a monthly basis or as otherwise specified by the District until completion of the Work. The updated schedule must show the progress of Work as of the date specified in the updated schedule.
- (3) **Float.** The schedule must show early and late completion dates for each task. The number of days between these dates will be designated as "Float". The Float will be designated to the Project and will be available to both the District and the Contractor as needed to complete the Work in accordance with the Contract.
- (4) **Failure to Submit Schedule.** If the Contractor fails to submit schedules within the time periods specified in this Section, or submits a schedule to which the District has taken uncorrected exceptions, the District may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract Documents.
- (5) **Responsibility for Schedule.** The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The District may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the District's review of the schedule will not create scheduling obligations of the District.
- (6) **Subcontractor's Acceptance of Contractor's Schedule.** Contractor shall provide a copy of the schedule and all updated schedules to their subcontractors and shall require that their subcontractors agree in writing to adhere to the schedule/s.

7.2 Recovery Schedule. If the Project falls behind the approved Project Schedule, the District may, in its sole discretion, require the Contractor at the Contractor's cost to prepare and submit a recovery schedule showing how the Construction Work will be organized so that it is complete within the Contract Time. The District shall have the right to evaluate and approve any recovery schedule submitted by the Contractor for compliance with the Contract Documents and effectiveness. If the Project falls more than 30 calendar days behind the

approved Project Schedule the Contractor shall be required within fifteen (15) calendar days to submit a recovery schedule.

7.3 Three Week Look Ahead. Contractor shall provide a 3 week look ahead schedule at all scheduled meetings. The 3 week look ahead shall be in the same format as the CPM schedule.

7.4 Phased Work. District has up to 10 days after Phase 1 is complete and the concrete has cured for 26 days to decide to move forward with Phase 2 work.

8. Changes in Work.

8.1 Change Orders. The District may at any time during the progress of the Work direct any corrections, alterations, or modifications (amendments) of the Work or any of the Contract Documents, including, but not limited to the Technical Specifications and/or Project Plans. Such amendments will in no way void the Contract, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section. Contract Amendments shall be determined in one or more of the following ways as directed by the District Representative: by unit prices fixed by agreement between the parties; by an acceptable lump sum proposal from the Contractor; or by Force Account.

8.2 Writing Requirement. Change orders, Force Account work and other amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made and performed only upon prior written approval of the District Representative and as evidenced by writing executed by the District Representative and the authorized representative of the Contractor.

8.3 Submission Requirement. Unless the District and the Contractor otherwise agree in writing, change order proposals submitted by the Contractor must be submitted to the Project Manager no later than the time of the proposed change.

8.4 All Proposed Change Orders. All change order proposals must be submitted and completed on a District approved Proposed Change Order Request form. Verbal direction by the District or their representatives that changes the work is not acceptable and will not be accepted by the Contractor as a change in work, written direction must be provided. All such change order proposals must include a detailed itemization of all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any Project milestone including, but not limited to, the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, will be considered to be able to be accomplished by the Time for Completion then in

effect. Contractor is responsible for reviewing all change order proposals in their entirety to validate the legitimacy of the change and the associated costs and time extensions. Contractor shall provide the District with at least 6 work days to respond to change order requests and revisions to change order requests.

8.5 Change Order Pricing. Change order pricing for all change orders, whether, additive, deductive, or both, will be governed by the following:

- (1) Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices.
- (2) Cost impacts involving items for which the Contract Documents do not specify prices may be paid on a fixed lump sum basis as approved by the District or by Force Account.
- (3) **Fixed Lump Sum Pricing.** For cost impacts involving items for which the Contract Documents do not specify prices, the Contractor shall submit a detailed change order request which includes a line item cost for labor, materials, equipment, and overhead costs unless the District after being informed of extra work authorizes the work to be performed by Force Account. If a detailed change order request is submitted and approved the Change Order total shall be the sum of and limited to the agreed upon fixed price which shall identify the direct and indirect costs for labor, materials, equipment, and markup as calculated below.
 - a. **Labor.** The Contractor shall calculate the cost of labor for the workers (including foremen when authorized by the District Representative), to be used in the direct performance of the Work. The cost of labor scheduled to be utilized in performing the Work, whether the employer is the Contractor, a subcontractor or other entity engaged in the performance of the Work, will be the sum of the following:
 - a. **Wages.** The actual wages calculated based on an agreed upon estimated number of hours will include any employer fringe benefit payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes. The wages listed in the change order request shall not be less than the current prevailing wage rates. Additionally the wage rates and fringe benefits paid must be at the rates to be shown on the certified payroll documents submitted by the Contractor.
 - b. **Labor Surcharge.** The labor surcharge will be set as 30% of the Wages. The labor surcharge will constitute full compensation for all payments imposed by State or Federal laws and for all other payments made to, or on behalf of,

workers engaged in the performance of the Work,
excluding the Wages as defined above.

- b. Materials.** Materials costs will be the direct costs for materials estimated to be exhausted, consumed or entering permanently into the Work, plus a fixed markup which, together with the cost of materials as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all materials for the Work.
- c. Equipment.** No payment will be made for use of tools and equipment which have a replacement value of \$200.00 or less. Regardless of ownership, the rates to be used in calculating equipment rental costs shall not exceed the listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed. The listed rates are considered to include the cost for all fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, as well as loading and transportation costs for equipment used on the extra work. All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Equipment costs as defined in this provision plus the fixed markup will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all equipment for the Work.
- d. Markup.** Markup for Contractor and Subcontractors shall be calculated as set forth below. Markup includes any and all other cost impacts including, but not limited to profit, overhead, bond premiums and/or fees, insurance premiums and/or fees, superintendent labor, clerical expenses, home office expenses, Work site office expenses, utility costs, documentation, travel, meeting and licensing costs. Markup plus labor, material, and equipment will constitute full compensation, and no additional compensation for such cost impacts will be allowed.

 - a. Subcontractor Work: For both extra and deleted work performed by a Subcontractor, the Subcontractor shall receive or deduct a 10% markup on all Labor, Materials and Equipment. Contractor shall receive or deduct a 5% markup on the Subcontractors total cost (cost + markup).

- b. Contractor Self Performed Work: For extra work and deleted work self-performed by the Contractor, Contractor shall receive or deduct a 15% markup on all Labor, Materials and Equipment.

(4) **Force Account Pricing.** If Force Account is approved the Change Order total shall be the sum of and limited to the actual direct and indirect costs for labor, materials, equipment, and markup. The calculation method and terms for Fixed Lump Sum Pricing shall apply to this section with the exception of the following:

- a. **Labor.** Shall include the actual number of hours worked per worker per the Inspector of Record signed Time and Materials Tracking Forms.
- b. **Materials and Equipment.** Shall include the actual materials and equipment used, exhausted, consumed or entering permanently into the Work as documented with original receipts and submitted with the Time and Materials Tracking Form.

8.6 Deductive Change Order Pricing.

Deleted work shall be subject to the calculation methods as set forth in this Section and shall include the cost for all indirect and direct costs for materials, labor, equipment and overhead. In determining the deductive change, Contractors and/or Subcontractors bid pricing or pricing provided in prior change order requests submitted by the Contractor may be used to determine pricing. Contractor shall markup the credit for the deleted work using the same markup percentages and methods as detailed in the Section.

8.7 Calculation of Mark Up.

(1) Added Work Performed by Subcontractor

a. Subcontractor's markup = $[(\text{Wages} + \text{Fringe}) \times 1.30 + (\text{Materials} + \text{Equipment})] \times 10\%$

b. Contractor's markup = $\{[(\text{Wages} + \text{Fringe}) \times 1.30 + (\text{Materials} + \text{Equipment})] \times 1.1\} \times 5\%$

(2) Added Work Self-Performed by Contractor

a. Contractor's markup = $[(\text{Wages} + \text{Fringe}) \times 1.30 + (\text{Materials} + \text{Equipment})] \times 15\%$

(3) Deleted Work Performed by Subcontractor

- a. Subcontractor's markup = $[(\text{Wages} + \text{Fringe}) \times 1.30 + (\text{Materials} + \text{Equipment})] \times -10\%$
- b. Contractor's markup = $\{[(\text{Wages} + \text{Fringe}) \times 1.30 + (\text{Materials} + \text{Equipment})] \times 1.1\} \times -5\%$

(4) Deleted Work Self-Performed by Contractor

- a. Contractor's markup = $[(\text{Wages} + \text{Fringe}) \times 1.30 + (\text{Materials} + \text{Equipment})] \times -15\%$

8.8 Force Account Tracking Procedures.

Prior to performing Force Account work the Contractor must receive written approval from the District to perform such work. Only work identified in the written authorization from the District shall be subject to additional compensation.

Contractor shall use a District approved Time and Material tracking form to track all expenses. The Time and Material tracking form must be signed by the Inspector of Record daily. The Time and Material tracking form must include both the start time and end time for the work performed. Failure to obtain the Inspector of Record's signature shall result in forfeiture of any potential claim. Original receipts and/or invoices shall be provided detailing the costs for all materials. Receipts and invoices must include a detailed breakdown of the costs for material. Failure to provide original receipts and/or invoices shall result in forfeiture of any potential claim. The Inspector of Record shall be required to verify that the materials being installed match the materials listed on the receipts and/or invoices prior to installation. Tracking work using the Time and Materials tracking form does not automatically entitle Contractor to payment. Time and Materials may be tracked when the District and the Contractor dispute whether or not specific work should be considered extra work. If the Contractor is successful in proving that the work is in fact extra work, then the Time and Materials tracking forms and receipts will be used to calculate payment. Upon the last day of work on a specific Force Account assignment the Contractor shall indicate on the Time and Materials tracking form that the work has been completed. Contractor shall submit to the District with 45 calendars of the completion of a specific Force Account assignment a change order request identifying all costs associated with the assignment. Failure to do so shall result in forfeiture of any and all claimable costs associated with the assignment. Contractor shall schedule Force Account work to occur in the most expeditious and inexpensive way.

8.9 Changes Subject to Contract Documents.

Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section, will in all respects be subject to all provisions

of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such change orders or amendments.

8.10 Liability for Unapproved Change Orders.

The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work and/or any third party that are incurred prior to either issuance of an approved executed change order or written authorization to perform the work on Force Account. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in these General Provisions concerning any work or resulting losses, costs, or liabilities pursuant to work performed by the Contractor before issuance of an executed approved change order or written authorization to perform the work on Force Account.

8.11 Change Order Disputes.

If the District disputes a proposed change order, the District and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, requesting or supplying additional information or holding a meeting between appropriate representatives of the Contractor and the District. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed proposed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the District and the Contractor concerning any proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

8.12 District Directive.

In order to prevent delay to the project or at the sole discretion of the District, a District Directive may be issued instructing the Contractor to proceed with a disputed proposed change order or other direction of the District. The Contractor must commence performing the Work consistent with the District Directive within five (5) Calendar Days of the receipt of the District Directive or within the time specified in District Directive (if specified). In performing Work consistent with the District Directive pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law. Contractor is required to track all time, materials and equipment associated with the District Directive per the Force Account

procedures detailed in these General Provisions. The District, at its sole discretion, may unilaterally issue a change order for a disputed change order or other direction of the District.

- 8.13 Design Add Services.** If Contractor performs work that fails to conform to the contract documents, the Contractor may request from the District to have the Architect review the incorrect work to determine if the work is acceptable and/or if the contract documents can be modified to accommodate the non-conforming work. The District in their sole discretion has the authority to allow for such work to be reviewed. If the District does not wish to entertain this action the Contractor shall be instructed and shall immediately at their sole cost remove the incorrect work and complete the work as detailed in the contract documents. Prior to the Architect performing any such review the Architect shall submit a cost proposal which shall be provided to the Contractor. The Contractor will then have the opportunity to accept the proposal and agree to pay for the costs through the execution of a change order or shall at their sole cost remove the incorrect work and complete the work as detailed in the contract documents. Any costs and delay caused by the review, discussion, removal of non-conforming work, creation and approval of an add design service proposal, the time spent reviewing and/or revising the contract documents, installation of conforming work, and/or the modification of work shall be borne by the Contractor.

9. Contractor Responsibilities.

9.1 Eligibility.

By executing the Contract, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the full extent permitted by law the Contractor will hold harmless, indemnify and defend the District from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

9.2 Supervision of the Work.

The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the District, Project Manager or Architect are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention.

9.3 Project Meetings.

The Contractor's Superintendent and their office representative whom oversees the Project shall be required to attend regularly scheduled weekly meetings. Contractor will have their updated submittal log, change order log, RFI log, and schedule available at these meetings and provide copies to each member in attendance. However, in addition to the regularly scheduled meetings, at any time during the progress of the Work, the District, the Project Manager, Inspector of Record, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a Project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the District and/or advisable in light of the matters to be addressed at the meeting. The cost for the attendance of the Contractor and the Subcontractors at these meetings is included in the Contractor's base bid and contract.

9.4 Preconstruction Conference.

A pre-construction conference will be scheduled after the Notice of Award has been issued, but prior to the Notice to Proceed.

- (1)** Attendance Required: Architect, Prime Contractors, Major Subcontractors (upon request), Inspector of Record and key District personnel.
- (2)** Sample Agenda:
 - a.** Introductions
 - b.** Contract Agreement:
 - a. 2 signed originals of the Agreement including Prevailing Wage Certification, Site Visit Certification, Contract Part 2 General Provisions and Exhibit A – Buy American Certification.
 - b. Performance and Payment Bonds
 - c. Certificates of Insurance
 - c.** Receive documentation from Contractor. All documentation and schedules are subject to the approval of the Project Manager, the District, and the applicable agencies. The following is due within 10 calendar days of the issuance of the notice of award.
 - a. Construction Schedule
 - b. Schedule of values

- c. List of Subcontractors with addresses and phone numbers
 - d. Mitigation Monitoring Requirements
 - e. Noise Control Plan
 - f. Dust Control Plan
 - g. Soils Management Plan
 - h. Tree Preservation Plan
 - i. Fence and Traffic Plan
 - j. Parking Management Plan
 - k. Sidewalk Protection Plan
 - l. Construction Trailer Submittal/Site Plan
 - m. Waste Management Plan
 - n. SWPPP
 - o. Safety Program
 - p. Submittal Schedule (15 Calendar Days from notice of award)
- d. Project Administration:**
- a. Notice to Proceed
 - b. Designation of key personnel and their duties.
 - c. Lines of communications.
 - d. Weekly Progress Meeting
 - e. Schedule & Schedule Update
 - f. Application for Payment & Stop-Notice Release
 - g. Requests for Information
 - h. Change Order Requests and Change Orders
 - i. Construction Change Directive/Instruction Bulletins.
 - j. Preparation of Change Orders.

- k. Time and Materials Procedures.
- l. Submittals of shop drawings, product data and samples
- m. Substitution procedures.
- n. Site Meetings including Pre-Installation Meetings.
- o. Daily Reports – Attendance Records
- p. Testing Laboratory/Special Inspection.
- q. Critical work sequencing and long-lead items.
- r. Distribution of the Contract Documents.
- s. Preparation of record documents: postings on Job Copy
- t. Work restrictions/ Work Hours.
- u. Utilities.
- v. Procedures for disruptions and shutdowns.
- w. Construction waste management and recycling.
- x. Parking availability.
- y. Storage areas.
- z. Equipment deliveries.
- aa. Security: Site and Materials.
- bb. Safety Procedures
- cc. Office, Work and Storage Areas
- dd. Progress cleaning.
- ee. Zero Tolerance (Harassment, verbal abuse, fighting, smoking, alcohol, ect.)
- e. Special District Conditions:
 - a. Temporary Facilities.
 - b. District Occupancy.

- c. Work by District, by Others (Alerting, Furniture, Telecom) and OFCI.
- d. Access to Site.
- e. Project Phasing and District Operations
- f. Construction Process:
 - a. Contractor shall discuss overview of construction.
 - b. Contractor shall identify items to be selected by Architect/District and date selections must be made.
 - c. Contractor shall review special requirements for equipment, safety, and noise.

9.5 Contractor's Superintendent.

Prior to the start of the project the District shall interview the proposed Superintendent and at the sole discretion of the District, the District may accept or reject the proposed superintendent. If rejected the Contractor shall propose a replacement superintendent.

The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the District. The superintendent may not be changed without the consent of the District. If the District is not satisfied with the performance of the superintendent or other personnel, the District may, in its sole discretion, advise Contractor, and Contractor shall promptly replace such personnel with other persons qualified to perform the duties that are satisfactory to the District. The superintendent will represent the Contractor and all directions given by the District to the superintendent will bind the Contractor in accordance with the Contract. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.

During Project construction and at all times during which there are construction activities being conducted at the site, the Contractor shall have its Superintendent at the site full time, to observe, coordinate and manage the activities of its workers and subcontractors. The Contractor shall maintain at the site the contracts, drawings, specifications, addenda, approved change orders, submittals, applicable codes, rules and regulations and other written or electronic materials relating to the Project. When not onsite the Contractor will be made available and will have a response time of 2 hours to respond to the District's requests either in person or through phone or email.

Contractor shall be responsible for any costs or delays associated with the replacement of the Superintendent if the Superintendent is removed from the project by the District per this Section, or removed by the General Contractor for any reason. District shall have the right to interview the proposed replacement superintendent/s. Such acceptance of a proposed superintendent does not release the Contractor from verifying the qualifications of the proposed Superintendent and conducting background and reference checks.

9.6 Competent Employees.

- (1) The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Work any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the District determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the District, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Work without District approval.
- (2) If any person employed by the Contractor or any subcontractor shall fail or refuse to carry out the directions of the Project Manager or the District, or is in the opinion of the Project Manager or the District, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person on the work representing the District; or is otherwise unsatisfactory, he or she shall be discharged immediately and shall not again be employed on the work except with the consent of the Project Manager and the District.

9.7 Alcohol and Drug Free Workplace.

Contractor shall not permit alcoholic beverages, narcotics, hallucinogenic or other dangerous drugs, or the presence of employees under the influence of such drugs about the work, or upon the Project site in the prosecution of the work. Drugs for prescription and medicinal purposes will only be permitted if they do not impair work performance or job safety.

9.8 Items Necessary for Proper Completion of the Work.

Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

9.9 Subcontracting/Self Performed Work.

- (1) The Contractor must perform with his or her own organization, a value of work amounting to not less than ten percent 10% of the contract amount, except that the bid amount for subcontracted "Specialty Items" if so designated in any Special Provisions may be eliminated from the contract amount and not considered as sub-contracted for the purposes of calculating the value of work to be performed by the Contractor. For the purposes of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the contractor or subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Project Manager and the District.
- (2) By executing the Contract, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 and confirm that they are registered as a Publics Works Contractor with the DIR. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the District. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.
- (3) The Contract and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of 1 percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Contract the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in

California Public Contract Code Sections 4110 and 4111, including cancellation of the Contract, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

(4) Relationship.

No contractual relationship exists between the District and any subcontractor engaged in performance of the Work.

(5) Incorporation of Contract Documents.

The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work. The Contractor will be solely responsible for any delay or additional costs incurred as a result of its failure to provide timely, adequate or accurate Project information to a subcontractor that results in improper submittals and/or Work, or time or other impacts. The Contractor will have all of the obligations and the District will have all of the remedies that are specified in Section 15 concerning any delay or additional costs incurred due to failure of the Contractor to provide adequate and accurate Project information to subcontractors.

(6) Coordination of Subcontract Work.

The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials. It is the Contractor's responsibility to review and coordinate all work of Subcontractors prior to the start of work to assure no future installation conflicts will occur.

(7) Termination of Unsatisfactory Subcontractor.

When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontractor for such work shall be terminated immediately by the Contractor upon written notice from the Project Manager, and the subcontractor shall not again be employed on the type of work in which his performance was unsatisfactory. Unsatisfactory performance may include but is not limited, failure to adhere to the schedule, failure to pay their employees correctly and on time, failure to construct per the most recent contract documents.

(8) Subcontractor Substitution.

When the Contractor elects to replace a subcontractor, Contractor shall submit a substitution request to the District for the District's approval.

The request shall identify the subcontractor to be replaced, the subcontractor that will be assigned to the project, and a correspondence informing the subcontractor of their replacement. If applicable, the Contractor shall also include a letter from the subcontractor accepting removal from the project.

9.10 Contractor Coordination of the Work.

- (1) Contractor shall coordinate scheduling, submittals, and Work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- (2) Contractor shall verify utility requirements and 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.
- (3) Contractor shall coordinate space requirements and installation of plumbing, mechanical and electrical Work that 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 installation, for maintenance, and for repairs.
- (4) Exposed conduits and pipes are not acceptable unless approved in writing by the District. Contractor is responsible for routing all pipes and conduits to ensure that all pipes and conduits are hidden.
- (5) In finished areas except as otherwise indicated, conceal conduits, pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- (6) Coordinate completion and cleanup of Work of separate sections in preparation for Certified Completion and for portions of Work designated for District's occupancy.
- (7) After District'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 District's activities.
- (8) The District reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor must at all times conduct the Work so as to impose no hardship on the District, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work

with the work of others so that no delays result in the Work or other work at or near the Work site.

- (9) If any part of the Work depends for proper execution or results upon the work of the District or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the District any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the District's or other contractor's Work as fit and proper.
- (10) The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade will be part of the Work except where stated otherwise.
- (11) The Contractor will provide proper facilities at all times for access of the District, the Project Manager, Architect, and other authorized District Representatives to conveniently examine and inspect the Work.
- (12) It is the Contractor's responsibility to review and coordinate all work between Subcontractors prior to the start of work to assure no future installation conflicts will occur.

9.11 Order of Work.

- (1) Order of work must be in accordance with the approved phasing plans.

9.12 Construction Limitations.

- (1) The Contractor will be expected to conduct his or her operations in a manner; which creates a minimum damage to the natural vegetation and landscape. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required. Excavation made under this Contract must be backfilled before leaving the work for the night.
- (2) The Contractor will be responsible for obtaining permission from the property owner for any construction outside of the Work site or easements as shown on the plans. Equipment will be restricted to the immediate area of construction; pipe trenches will be backfilled as soon as possible.

- (3) Receptacles for construction residue, including oil, cleaning fluids, and litter, must be covered. Such residues must be disposed of in a proper manner.
- (4) Construction activity within the existing right-of-way must be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

9.13 District Operations at Project Site Use.

- (1) Use of Site: Limit use of premises to Work in areas indicated. Confine operations to areas within Contract limits indicated. Do not disturb portions of site beyond areas in which Work is indicated. Allow for Owner occupancy.
- (2) Driveways and Entrances: Keep driveways and entrances serving premises clear and accessible to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- (3) Partial Owner Occupancy: Owner reserves right to occupy and to place and install equipment in completed areas of building before Certified Completion, provided such occupancy does not interfere with completion of Work. Such placing of equipment and partial occupancy shall not constitute acceptance of total Work.
- (4) If the Project is phased to allow for the District to maintain existing operations, Contractor shall maintain site fencing in an acceptable location to provide adequate space for the District to operate and shall keep free at all times access for District vehicles and apparatus to enter and exit without delay.
- (5) **Project Signage.** The District's Project sign shall be kept visible at all times. If necessary, the Contractor may relocate the Project sign to a mutually agreed upon location.

10. Project Facilities.

10.1 Work Site Offices. Any Work site office facilities used by the Contractor and/or its employees or subcontractors and/or if required to provide a trailer for the District's Project Manager or Inspector of Record must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities will be paid from and included in the Contract Price.

10.2 Temporary Facilities, Service and Work. Contractor shall be responsible for providing and maintaining the necessary storage places, field offices, temporary

roads, offices, fences, watchmen and other related services along with required utilities, such as telephone, electric and water service at the Project site at Contractor's expense unless otherwise indicated.

- (1) Submittal: Site Plan: Provide a Submittal showing the location of the temporary facilities, utility hookups, staging areas, and parking areas for construction personnel within 10 calendar days of the notice of award.

Contractor shall submit a construction parking management plan that addresses where construction related vehicles will be parked within 10 calendar days of the notice of award. Plan shall be subject to review and approval by the Project Manager and the Transportation and Engineering Divisions.

- (2) Toilet facilities: Provide and pay for temporary toilet facilities for construction personnel.

- (3) Barriers

- a. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- b. Provide barricades required by governing authority for public rights-of-way and for public access to existing facilities.
- c. Provide protection for plant life designated to remain. Replace damaged plant life.
- d. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- e. Provide steel trench plates, orange mesh fencing, construction site marker and other protective means to keep site and users safe, protected, and separated from ongoing construction operations. Provide temporary access at all paths of travel. Yellow warning tape is not acceptable means of separation and protection. At all open trenching operations, enclose entire trenching operation area including stockpiled backfill within orange mesh construction fencing. Provide steel trench plate "bridges" at all walkways.

- (4) Fencing for Construction Operations

- a. Provide 6 foot high commercial grade chain link fence around construction site; equip with vehicular and pedestrian gates with locks. Fence shall be 1-3/4 inch mesh, 11 gauge, top and bottom knuckled selvage (closed end). Secure to foundation.

- b. Provide screen full height of fence, 1-3/4 inch mesh, 11 gauge, woven open mesh 100% polypropylene with 78 percent wind break, reinforced tape at grommets at 18 inches centers at perimeter, attach screen to chain link fence with 11 gauge hog rings.
 - c. Submit a detailed fencing and construction traffic plan for review and approval by the Project Manager and Jurisdictions having Authority.
 - d. At completion of project repair concrete or A.C. substrate, fill holes to match existing materials flush with adjacent surface.
- (5) Construction Trailers: Contractor is responsible for providing their onsite construction trailer for their Superintendent for the duration of the Project. Contractor shall make all provisions and pay all installation, ongoing and all other associated costs for the offices including but not limited to service fees for telephone, internet, power, and water along with any costs to comply with local code and OSHA requirements. The construction trailer for the Inspector of Record shall include the following:
- Cost of use permits, occupancy permits and related fees, if any required by Governing Authorities for temporary construction facilities shall be obtained by and paid by Contractor.
 - Provide property insurance and protection for temporary facilities.
- (6) Electrical services: Contractor shall be responsible for providing and paying for temporary power to construction trailers and power to conduct construction operations. Remove all temporary lines, conduits, meters, etc. upon completion. Contractor shall pay for the cost of energy used and shall exercise measures to conserve energy.
- (7) Water Services: Contractor shall pay cost of water used. Exercise measures to conserve water. Extend branch piping with outlets located so water is available by hose with threaded connections. Contractor shall be responsible for connecting to the source of water at their cost. The Contractor is prohibited from operating gate valves, fire hydrants, pumps or any other components of the District's water system without prior written approval. The Contractor must contact the District, a minimum of twenty-four (24) hours in advance, to operate these or any other components on the District's water system.
- (8) Temporary Lighting: Provide and maintain adequate lighting for construction operations. Maintain lighting and provide routine repairs. Permanent building lighting may not be utilized during construction.

- (9) Temporary Heat: Provide heating devices and heat as required to maintain specified conditions for construction operations. Contractor shall pay cost of energy used. Exercise measures to conserve energy.
- (10) Temporary Fire Protection: Provide fire protection during construction according to CFC Chapter 14, including but not limited to fire extinguisher requirements and exit access requirements. Conform to Title 24, Part 9, California Fire Code, Chapter 14, Fire Safety During Construction/Demolition.
- (11) Staging Areas: Coordinate with District for location, extent and type of construction staging area.
- (12) Exterior Enclosures and storage sheds: Locate enclosures and storage sheds as required in areas as designated by District. Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with hardware and locks.
- (13) Interior Enclosures: Provide temporary partitions and ceilings as required to separate Work areas from District occupied areas, to prevent penetration of dust and moisture into District occupied areas and to prevent damage to existing materials and equipment. Provide temporary wood framing and polyethylene, plywood or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces and paint surfaces exposed to view from District occupied areas.
- (14) Removal: Upon completion of work, or prior thereto when so directed, remove temporary facilities, structures and installation from District's property. Similarly, return all exterior areas utilized for temporary facilities to their original natural state or as specified in the contract documents.
- (15) Contractor shall provide and install all signs required by law. Except for signs required by law, no other signs will be permitted without express written permission from District. Signs required by law may not obscure the Project Sign.

10.3 Protection of Installed Work and Existing Work.

- a. Protect installed and pre-existing Work and provide special protection where specified in individual Specification Sections.
- b. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.

- c. Provide protective coverings at walls, projections, jambs, sills and openings.
- d. Provide protective and removal coverings for metal finishes intended to be exposed.
- e. Protect finished floors and other surfaces from traffic, dirt, wear, damage or movement of heavy objects by protecting with durable sheet materials.
- f. Prohibit traffic or storage upon waterproofed or roofed surfaces.
- g. Prohibit traffic from landscaped areas.
- h. Damage caused by failure to provide adequate protection shall be replaced by the Contractor at their cost.

10.4 District Rights of Access and Ownership. The District and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the District and its authorized representatives, neither the Contractor nor its privities will have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be District property subject to inspection and copying by the District and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the District's rights of access and/or Ownership will constitute a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

(1) Site Access:

- a. Provide and maintain access to fire hydrants, free of obstructions. Where required by local fire authority, provide and maintain a 26 foot wide fire apparatus access road.
- b. Provide means of removing mud and debris from vehicle wheels before entering streets.
- c. Designated existing on-site roads may be used for construction traffic.

- d. Where construction traffic occurs when public and staff are on site, provide "spotter" responsible for leading construction traffic through site areas.
- e. Route construction equipment, trucks, and similar vehicles via existing public streets to and from site as approved by governing authorities.

11. Insurance and Indemnification

11.1 Insurance.

- (1) All required insurance must be provided in the form of "occurrence" type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor's expense throughout the performance of the Work.
- (2) The Contractor and any subcontractors engaged in performance of the Work must secure workers compensation coverage in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.
- (3) Within ten (10) Working Days following notice concerning the award the Contractor must submit to the District along with executed copies of all other documents specified in the Contract Check List certificates of insurance, declarations page(s) and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance:
 - a. **Worker's Compensation Insurance.** Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's compensation insurance must be for Statutory Limits and must cover the full liability of the Contractor. The Contractor's Employer's Liability Insurance must be in an amount no less than \$1,000,000.00 per occurrence.

The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, must agree to waive all rights of subrogation against the District, its officers, officials, employees and volunteers for losses paid under the terms of such policy.

b. Commercial General Liability and Automobile Liability

Insurance. Coverage for liability because of Bodily Injury and property Damage including, but not limited to the following coverage:

- a. Completed and On-going Operations and Products Liability;
- b. Bodily Injury;
- c. Personal Injury;
- d. Broad Form Property Damage Liability;
- e. Contractual Liability insuring the obligations assumed by the Contractor under the Contract Documents;
- f. Automobile Liability, including owned, non-owned and hired automobiles; and
- g. Coverage for the XCU hazards of Explosion, Collapse and Underground.

c. Commercial Umbrella/Excess Policy. The Umbrella/Excess policy is to insure losses above General liability, Employers liability, and auto liability limits. The following referenced limits for the General and Auto liability may also be satisfied with a Commercial Umbrella/Excess policy. If the Commercial Umbrella/Excess Policy is used to meet the requirement limits of the General and Auto liability policies the aggregate and occurrence limit must reflect the required coverage limits for Auto and General liability plus the Commercial Umbrella/Excess Policy requirement of \$5,000,000.00. If a Commercial Excess Policy is used to satisfy the requirements, than an email or language stating as such on the certificate must be provided from the insurance carrier/broker that Excess Policy 'follows form' or is 'continuous' to the General liability and/ Auto liability policy.

- (4) Coverage shall be amended to allow for partial occupancy of the Project prior to completion, and preserve coverage until acceptance of the Project, in the event portions of the Project can be made available for occupancy in the final stages of the Project.
- (5) All insurance furnished by the Contractor must be primary in the amount of any loss.
- (6) Standard District insurance forms will be provided to the Contractor. If the Contractor's insurance carrier chooses to use forms other than

standard forms provided by the District, such forms shall be subject to the prior approval of the District, which approval shall not be unreasonably withheld. Contractor's failure to provide insurance forms that are acceptable to the District within ten (10) calendar days of notice of award of contract shall:

- a. Constitute a failure to complete the "Contract Documents Checklist"
- b. Entitle the District to rescind any contract award, and
- c. Result in a forfeiture of Contractor's bid bond or other form of bid security.

11.2 Endorsements. No endorsement may be attached limiting the coverage. The District will not accept the following endorsement forms: CG 07 04 forms (i.e.- CG 24 26 07 04 or CG 2010 0704 etc.) and the CG 20 09 form.

11.3 Schedule of Required Limits of Insurance. Contractor shall obtain and maintain, the following types of insurance identifying the District as the Named Insured. Each insurance coverage described in this Section shall provide terms as indicated, with a minimum limit of protection as specified in this Schedule of Required Limits of Insurance:

- a. Comprehensive General Liability:
 - a. Bodily Injury Liability: \$2,000,000 each occurrence, \$2,000,000 each aggregate
 - b. Property Damage Liability: \$2,000,000 each occurrence, \$2,000,000 each aggregate
- b. Comprehensive Automobile Liability
 - a. Bodily Injury/Property Damage, Liability \$2,000,000 combined single limit
- c. Commercial Umbrella/Excess: \$5,000,000 Policy

For each insurance policy required under the Contract (except for the required workers compensation insurance policy) the Contractor must provide endorsements that add the District, its Board, officers, employees, volunteers and agents as an additional insured. Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the District, and that the District's insurance will be excess of and not contribute to the insurance required to be furnished by the Contractor; that the District will

receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause acceptable to the District. Said endorsement must be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

11.4 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors

11.5 Indemnities.

- (1) The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the District, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the District, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code) directly or indirectly arising from the performance of the Work ("Claims").
- (2) The Contractor will indemnify, defend and hold harmless the District, the District's officials, officers, employees, volunteers, agents and the Project Manager and the Architect for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the District that any such charges have been paid.
- (3) The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and

hold harmless the District and its officials, officers, employees, agents, volunteers and consultants from such liability.

- (4) Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under these General Provisions. The Contractor will defend, with legal counsel reasonably acceptable to the District, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the District, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the District, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the District, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.
- (5) Subject to the requirements of these General Provisions, the Contractor will indemnify, hold harmless and defend with legal counsel reasonably acceptable to the District the District and its officials, officers, employees, agents and volunteers from and against any and all Claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor's privities or agents.
- (6) The Contractor will indemnify, hold harmless and defend with legal counsel reasonably acceptable to the District the District and its officials, officers, employees, agents and volunteers from and against any and all Claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the SWPPP in accordance with these General Provisions. The District may withhold from amounts due or that may become due the Contractor under this Contract amounts that equal or are estimated to equal the amount of Claims, including fines, resulting from failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the SWPPP in accordance with provision 12.4 of these General Provisions.
- (7) In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the District for its sole negligence, willful misconduct, or for defects in design furnished by District. In accordance with California Civil Code Section 2782(b), nothing in the Contract will be construed to impose on the Contractor or to relieve the District from liability for the District's active negligence. By execution of the Contract Documents the Contractor acknowledges

and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.

12. Government Regulations and Permitting.

12.1 Licenses/Permits. The Contractor must, without additional expense to the District, obtain all licenses such as, but not limited to business licenses, required for the performance of the Work. The District shall be responsible for payment of permitting fees to the City of East Palo Alto, City of Menlo Park, Town of Atherton, County of San Mateo, Sanitary Districts and to the Menlo Park Fire Protection District to obtain building and demolition permits. Contractor shall be responsible for coordination, completion and submission of all required documentation and payment of fees to the approving authorities to obtain all other approvals and permits including but not limited to encroachment permits and deferred approvals. Failure to obtain approvals and/or permits in a timely matter shall not be considered as an unavoidable delay. Contractor shall be responsible for the payment for any resubmittal and re-inspection fees.

12.2 California Labor Code Requirements.

- (1) In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work will constitute a legal day's work under the Contract.
- (2) In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- (3) The Contractor and its subcontractors will forfeit as a penalty to the District \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- (4) In accordance with California Labor Code Section 1773.2, the District has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is available at

www.dir.ca.gov/dlsr/pwd and will be made available on request. The Contractor and subcontractors engaged in the performance of the Work must pay no less than these rates to all persons engaged in performance of the Work.

- (5) In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply Labor Code Section 1775 which establishes a penalty for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty will be determined by the Labor Commissioner. The Contractor or subcontractor must pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:
- a. The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 - c. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
 - d. Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
 - e. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, 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 performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the District and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.

- (6) In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- (7) In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

12.3 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes, as the same may be amended from time to time:

- (1) National Electrical Safety Code, U. S. Department of Commerce
- (2) National Board of Fire Underwriters' Regulations

- (3) California Building Standards Code as adopted by the District and/or local jurisdiction having authority
- (4) Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- (5) Industrial Accident Commission's Safety Orders, State of California
- (6) Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and Applicable Local Fire Safety Codes
- (7) Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
- (8) Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or the Work.
- (9) Mitigation and Monitoring Program.
- (10) Federal, State and Local laws, ordinances, rules and regulations.

12.4 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the District all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. This assignment will be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgement by the parties.

13. Measurement and Payment.

13.1 F.O.B. All shipments must be Free on Board (F.O.B.) destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There will be no additional compensation paid for containers, packing, unpacking, drayage or insurance.

13.2 Schedule of Values.

Within ten (10) calendar days after the issuance of the Notice of Award, the Contractor shall furnish to the District a detailed Schedule of Values giving a complete breakdown of large lump sum prices and items which include numerous subdivisions of work. The schedule of values shall only include line items for installed materials. Materials delivered to the site shall not be paid until installed and inspected. The Contractor and District shall jointly review the

Schedule of Values and make any adjustments in value allocations if, in the sole opinion of the District, changes are necessary to establish fair and reasonable allocation of values for the Work components. Front end loading will not be permitted. If, in the District's judgment, more detail (i.e. more items of work) is necessary, the Contractor shall add the additional items identified by the District. The Contractor shall submit any necessary revisions for the completed Schedule of Values within 10 calendar days from the District's request for revisions. The costs indicated in making up this breakdown will be used as a basis for partial payments and shall not be considered as fixing a basis of additions or deductions from the contract. General conditions and profit, bonds and insurance, clean up, and as-builts and closeout, shall all be listed separately on the schedule of values. General conditions and profit shall be billed at as a percentage of overall completion.

13.3 Payment Submittal.

- (1) The Contractor must submit to the Project Manager his or her partial payment estimate no later than the 27th day of the month. When the 27th falls on a weekend or holiday submittal must be on the first workday prior to the 27th. The partial payment estimate must be a verified application for payment and schedule of values supported by a statement showing all materials installed and inspected during the preceding month and the cost of labor actually expended in the performance of the Work shown as a percent completed. Unless otherwise provided in the Contract Documents, no allowances or payments will be made for uninstalled, uninspected material or equipment. The superintendent and the Inspector of Record shall verify and agree on the billing prior to submission to the Project Manager.
- (2) To be eligible for payment the Contractor's applications for progress payment must be accompanied by:

 - a. Certified payroll reports, including "Statement of Non-Performance" for periods where no Work was performed. Certified payroll shall be prepared in accordance with California Labor Code Section 1776 and the Contract for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.
 - b. Conditional waiver and release upon progress payment forms that conform to Civil Code 3262 from each Contractor, subcontractor, supplier and other entity with rights against the District covering the payment requested;

- c. Unconditional waiver and release upon progress payment form that conforms to Civil Code 3262 from Contractor covering the prior payment period, if payment has been received by Contractor.
 - d. Unconditional waiver and release upon progress payment forms that conform to Civil Code 3262 from each subcontractor, supplier and other entity with rights against the District, covering the prior payment periods for which payment has been received at least 20 calendar days prior to the date of submission of the Progress Payment Application;
 - e. An updated Project Schedule showing the progress of Construction Work on the Site through the billing period;
 - f. Daily logs, Sign in sheet and daily tally for the month; and
 - g. Such other documentation as District may reasonably request.
- (3) The District will review applications for payment as soon as practical after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven calendar days after receipt by the District, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule by the time specified in these General Provisions, or its submission of a schedule to which the District has taken any uncorrected exception, will serve as a basis for returning an application for payment in its entirety.
- (4) The District will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work and inspected as specified in Contractor's verified application for payment upon approval by the District's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed.
- (5) Wherever the estimated quantities of Work to be done and materials to be furnished on a unit price basis under this Contract are specified in any of the Contract Documents, including the proposal, such quantities are specified for purposes of comparing bids, and the right is expressly reserved, except as otherwise expressly provided, to increase or diminish such quantities as may be deemed reasonably necessary or desirable by the Project Manager and the District to complete the Work. No such increase or diminution will be a basis for claims for adjustments in the Contract Price other than adjustments necessary to reflect the impacts of such changes in quantities based on the applicable contract prices.

- (6) If the District fails to make a progress payment within thirty (30) calendar days of receipt of an undisputed, properly submitted application for payment, the District will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of Days available to the District to make a payment without incurring an interest obligation pursuant to this provision will be reduced by the number of Days, if any, by which the District has delayed return of an application for payment beyond the seven day return requirement set forth in these General Provisions.

13.4 Adjustments for Unilateral Change Orders. If the District issues a unilateral change order the Contractor must upon notification from the District include in their upcoming payment application include the costs and/or credits detailed in the unilateral change order.

13.5 Final Payment. The District will pay the Contractor's final invoice in accordance with applicable law and this Section following acceptance of the Work provided that:

- a. The Contractor has furnished evidence satisfactory to the District that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the District.
- b. No claim has been presented to the District by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
- c. No other claim or dispute exists under the Contract or applicable law concerning payment of the Contractor's final invoice and/or release of the Contract retention.
- d. Conditional release and waiver of lien upon final payment forms from the Contractor, sub-contractors and suppliers;
- e. As-Built Documents, operations and maintenance manuals, warranties, spare parts, attic stock, keys, key schedule, and other items required by the Contract Documents have been delivered to the District; and
- f. As a condition of final approval and retention release, the Contractor shall submit documentation which shall include a summary to the District that demonstrates compliance with the approved Waste Management Plan. Projects that establish monthly progress payments shall also require monthly reporting on the Waste Management Plan. Such reports shall be submitted prior to the monthly cutoff for progress

payments in order for the progress payment to be considered for payment and shall include at a minimum, a summary of waste materials recycled, salvaged and disposed of by the Project. Submitted with this summary will be original documentation (receipts/scale tickets, waybills) showing the quantities and types of materials diverted and disposed. A notice of completion will not be filed for the project and retention released until all reports as required for the Project are submitted and approved.

- g.** All training sessions for District's personnel has been completed.
- h.** The Site and the Buildings have be cleaned per these general provisions.
- i.** The District's Board of Directors has accepted the work and filed a notice of completion with the County of San Mateo.

To be eligible for final payment, the Contractor's applications for final payment must be accompanied by:

- (1)** Certified payroll reports, including "Statement of Non-Performance" for periods where no Work was performed. Certified payroll shall be prepared in accordance with California Labor Code Section 1776 and the Contract for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.
- (2)** Unconditional waiver and release upon final payment on forms that conform to Civil Code 3262 from each Contractor, subcontractor, supplier and other entity with rights against the District covering the payment requested;
- (3)** Release of all claims;
- (4)** Unconditional waiver and release upon progress payment form that conforms to Civil Code 3262 from Contractor covering the prior payment period, if payment has been received by Contractor.
- (5)** Unconditional waiver and release upon progress payment forms that conform to Civil Code 3262 from each subcontractor, supplier and other entity with rights against the District, covering the prior payment periods for which payment has been received at least 20 calendar days prior to the date of submission of the Progress Payment Application;
- (6)** Such other documentation as District may reasonably request.

13.6 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Contract. The following costs may only be paid under the Contract, if at all, as part of any allowance for contractor overhead and/or profit established under the Contract.

- (1) Labor costs in excess of applicable prevailing wages pursuant to the Contract and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work, or in excess of the labor costs specified in these General Provisions in the case of cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the District. However, in no event will allowable direct labor charges under the Contract include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
- (2) Superintendent labor and clerical labor.
- (3) Bond premiums in excess of that required under these General Provisions.
- (4) Insurance in excess of that required under these General Provisions.
- (5) Utility costs.
- (6) Work Site office expenses
- (7) Home office expenses.
- (8) Permit or license costs.

13.7 Retention. District will withhold a retention of five percent (5%) of the amount approved for payment for Construction Work and any additional amounts allowed under these General Provisions. This retention will be withheld by the District until the project has been completed, approved by the District's Board of Directors, a Notice of Completion has been filed, and a release of all claims has been provided. The Contractor shall be required to submit for payment an additional Progress Payment Application for the retention withheld once all conditions have been met.

13.8 Securities in Lieu of Retention.

- a. In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the District to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor less any withholdings for liquidated damages or other withholdings listed in this Section 13.
- b. Alternatively, at the Contractor's request and expense, the District will pay retentions earned directly to the escrow agent. Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.
- c. The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

13.9 Additional Withholdings. District will withhold a retention of five percent (5%) of the amount approved for payment for all Construction Work. Additionally the District or its agent may as a special withholding, in accordance with the Contract Documents and applicable law, may withhold any payment of monies due or that may become due to the Contractor because of:

- (1) Defective work not remedied or uncompleted work.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure to properly pay subcontractors or to pay for material or labor.
- (4) Reasonable doubt that the Work can be completed for the balance then unpaid.
- (5) Unilaterally issued change orders
- (6) Damage to another contractor.
- (7) Damage to the District.
- (8) Damage to a third party.

- (9) Delay in the progress of the Work, which, in the District's judgment, is due to the failure of the Contractor to properly expedite the Work.
- (10) Liquidated damages or other charges that apply to the Contractor under the Contract.
- (11) Any other lawful basis for withholding payment under the Contract.

14. Delays.

14.1 Liquidated Damages. For the purposes of this Contract time is of the essence. The District and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the District will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Contract by the Time for Completion. Accordingly, the District and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the District liquidated damages in the sum of \$100 per day for each and every **calendar day** completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Contract is delayed beyond the Time for Completion. The District and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Contract was made, and that the District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Contract.

14.2 No Damage for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all Work within the Time for Completion, including, but not limited to, reasonable delays in Project Manager or District approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the District, as well as delays caused by the scheduling of inspections will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.

- (1) **No Damage for Contractor Caused Delay.** Contractor will not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such

delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.

(2) No Damage for Delay Not Caused By the District, Delay Contemplated by the Parties, or other Reasonable Delay.

Contractor will not be entitled to damages for delays to the Work caused by the following, which the District and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the District, and/or within the contemplation of the District and the Contractor, and/or reasonable under the circumstances:

- a. Exercise of the District's right to sequence the Work in a manner that would avoid disruption to the District and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the District or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the District of any provisions of the Contract.
- b. Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the District or its representatives in a reasonable time in accordance with the Contract Documents.

14.3 Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the District changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility districts or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor may be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.

- (1) **Normal Adverse Weather Conditions.** Delay due to normal, adverse weather conditions will not be deemed unavoidable. The Contractor understands that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule normal, adverse weather delays. Additional time will be granted for adverse weather to the extent the number of scheduled work days lost due to weather exceed the allotted number of 30 days per calendar year. For partial years the annual allocation will be calculated by adding the number of days allocated per each month as follows:

January 5 days, February 5 days, March 5 days, April 2 days, May 1 day, June 0 days, July 0 days, August 0 days, September 1 day, October 2 days, November 4 days, and December 5 days. If the project starts mid-month then the number of days allocated shall be pro-rated and rounded up.

(Example: Project start date October 10th: October = 2 days, November 4 = days, December = 5 days for a total annual allocation of 11 days)

Contractor is required to inform the Project Manager of any days not worked due to weather conditions within 7 calendar days of the occurrence. To be considered as a day not worked due to adverse weather (weather delay day), the Contractor must have scheduled critical path work activities that were unable to be performed due to the adverse weather. If adverse weather occurs for a partial day the Contractor shall only be able to claim a weather day if the adverse weather prevents at least seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least four (4) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof. No time extensions for weather delays will be granted until the total number of weather days exceeds the allowance provided in this Section. Should the Contractor fail to notify the Project Manager within the time frame provided by this Section, the Contractor waives the right to receive a time extension. Time extensions granted for weather delays are always non-compensable.

- (2) **Delays caused by Acts of God.** Delays caused beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, weather in excess of normal adverse weather conditions and acts of God shall be excusable and non-compensable.
- (3) **Delays Caused by the District and/or It's Privities.** Delay caused by the District and/or other contractors of the District will be deemed unavoidable, compensable delays. Either the District or the Contractor may propose a change in the Time for Completion and/or the Project schedule for delays that are purported to be caused by the District

and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the District and the Contractor.

- (4) **Delays Caused by Additional Work.** District approved change orders that increase the amount of time that the Contractor requires to complete the Project shall be an unavoidable delay. Prior to approval of the Change Order, the District and the Contractor shall agree upon the change in the Time for Completion and/or the Project schedule, if any.

14.4 Compensation for Unavoidable Delays. No payment or reimbursement shall be made for unavoidable delays which occur during a concurrent delay. Compensation for compensable, unavoidable delays shall be calculated as follows:

- (1) Field Overhead - For those allowable delay periods, the Contractor shall be reimbursed for its field overhead based on the following, however in no case shall the total cost for field overhead exceed two times the cost of the Home Office Overhead.
- a. Actual salary for Superintendent with proof of annual salary.
 - b. Fair rental values acceptable to the Owner's Representative for construction equipment idled due to the delay, if any as documented with receipts.
 - c. Actual rental and utility costs for Construction Site Trailers, Fencing, and Toilets as documented with receipts.
 - d. Field office equipment as documented with receipts and ammortization schedules.
 - e. Field Office vehicles and associated fuel and insuance as documented with receipts and ammortization schedules.
 - f. Jobsite Cleanup costs
- (2) Home Office Overhead - The Contractor shall be reimbursed for its home office overhead based on the following formula:

{Daily Home Office Overhead = Contract Bid Price x (0.02) / Contract Calendar Days}

As it is impractical to determine the actual home office overhead, such reimbursement shall be considered to encompass full payment for any home office overhead expenses for such periods of time for the Contractor and all subcontractors. Home office overhead shall include, but is not limited to any and all other personnel costs that provide

support to the Project other than the Superintendent, any and all other equipment and materials not included in field overhead and any additional insurance or bonding costs. The Contractor agrees to indemnify, defend and hold the Owner harmless for any indirect overhead claims from its subcontractors.

(3) No markup shall be applied to the Field And Home Overhead costs.

14.5 Concurrent Delays. Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of avoidable and unavoidable delays. During such concurrent delay periods, time extensions will be granted however, the Contractor shall not be compensated for its additional overhead, and indirect costs and the Owner shall not assess liquidated damages.

14.6 Obligation to Pay and Extend Contract. The District and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing and/or changes in the Time for Completion and/or the Project schedule are in anticipation of impacts that may, but have not yet occurred, the District will be obligated to pay the Contractor for such anticipated impacts or to award a change in the Time for Completion and/or the Project schedule in accordance with the Contract and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated impacts. Notwithstanding anything to the contrary in these General Provisions, the District and the Contractor may agree to a daily rate, cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the District and/or its agents subject to this provision. However, if such daily rate, cap or lump sum is in anticipation of cost impacts that have not yet occurred, the District will be obligated to pay such daily rate, cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

14.7 Delay Claim Notice. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time no less than (2) two calendar days prior to the start of the delay. If foreseeable notice is not possible as agreed upon by the District and the Contractor then the Contractor must request an extension of time within (3) three calendar days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay. Delays caused by the failure of the Contractor to review the plans and specifications in advance and to be cognizant of existing conditions and installations are not claimable delays.

14.8 Time Impact Analysis. If requested by the District, the Contractor shall promptly provide sufficient information to the District to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.

15. Remedies and Disputes

15.1 Failure to Correct Work. Within ten (10) Working Days of receiving written notice from the District describing Work that is defective or that is otherwise not in accordance with the requirements of the Contract and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the District written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the District's notice and the Contract. If the Contractor and/or the Contractor's sureties do not give the District written notice of intent to correct such Work and commence correction of such Work within ten (10) Working Days of receipt of the District's notice, then the District may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the District for any resulting excess cost. The District may, in addition to all other remedies that the District may have under the Contract and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

15.2 Termination.

- (1) In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the District may have under the Contract, and at law or equity, the District may terminate the Contract:
 - a. If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
 - b. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
 - c. If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
 - d. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used

in the performance of the Work in accordance with the Contract Documents and applicable law.

- e. If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the District, the Project Manager, the Architect, or other authorized representatives of the District.
 - f. If the Project falls more than ninety (90) calendar days behind schedule as a result of the Contractor's action or inaction with performance, or failure to perform its duties and responsibilities under the contract.
 - g. For any reason or for no reason, at the District's sole discretion.
- (2) If the District intends to terminate the Contractor's control of the Work for any of the reasons specified in these General Provisions the District will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the District's intent to terminate the Contract will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the District's intent to terminate the Contract for any of the reasons specified in these General Provisions, the Contractor will have ten (10) calendar days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the District will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Contract; and that if the Contractor's sureties do not both give the District written notice of their intention to take over and perform the Contract and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Contract within ten (10) calendar days after receipt of notice of termination that the District may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the District for any resulting excess cost. The District may, in addition to all other available remedies that the District may have under the Contract Documents and at law or equity, deduct any such excess cost of

completing the Work from amounts that are due or that may become due the Contractor.

- (3) Upon termination of the Contractor's control of the Work for any of the reasons specified in these General Provisions, the Contractor will, if so directed by the District, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused to the District by reason of the Contractor's failure to complete the Work.
- (4) Upon termination of the Contractor's control of the Work for any of the reasons specified in these General Provisions, the District reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- (5) If the District completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in these General Provisions, the District will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified these General Provisions, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the District and/or others arising out of the Contract and any other charges that apply to the Contractor under the Contract, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the District.
- (6) If the Contract or Contractor's control of the Work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.
- (7) In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial

portion of the work, then the District and the Contractor may, by written agreement, terminate the Contract. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the Contract price will control. The parties may in any other case adopt the Contract price as the reasonable value of the work or any portion of the work done.

15.3 Disputes.

- (1)** The following procedures apply to claims of any amount between the Contractor and the District:
 - a.** The claim must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - b.** The District will respond in writing to any written claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor.
 - c.** If additional information is thereafter required, it will be requested and provided pursuant to this subdivision, upon mutual agreement of the District and the Contractor.
 - d.** The District's written response to the claim, as further documented, will be submitted to the Contractor within 30 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
 - e.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues

in dispute. Upon a demand, the District will schedule a meet and confer conference within 30 days for settlement of the dispute.

- f. Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
 - g. This Section 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 claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- (2) In accordance with California Public Contract Code Section 20104.6 the District will not fail to pay money as to any portion of a claim, which is undisputed except as otherwise provided in the Contract.
 - (3) The Contractor and District hereto agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated exclusively in the state court of competent jurisdiction located in the County of San Mateo, State of California unless both parties agree in writing to binding arbitration. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this agreement in any jurisdiction other than that specified in this paragraph. Contractor agrees to waive any objections to venue or jurisdiction in the County of San Mateo, State of California for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.
 - (4) If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court or arbitrator may set such fees in the same action or in a separate action brought for that purpose.

16. Project Acceptance and Closeout.

16.1 Occupancy. The District reserves the right to occupy or use any part or parts or the entire of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the District's rights under the Contract, any Contract bonds, or at law or equity. Occupancy or use will not waive the District's rights to assess liquidated damages in accordance with these General Provisions after the date of such occupancy or use.

16.2 Work Completion, Punch-list and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Project Manager specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the District Representative and are operational. The District and/or the District's Representatives will make a thorough inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work via a punch list. The Contractor will take immediate steps to remedy the stated deficiencies and upon completion of all deficiencies give notice of correction to the Project Manager. The Contractor must correct all punch list items within 15 Working Days after the issuance of the punch list. Upon receiving a notice of correction, the District or the District Representatives will re-inspect the Work. At the time of re-inspection the District has the option to re-inspect the entire Project and develop additional punch list items until which time all corrections have been made and the District has deemed the Project complete. The Architect may at their discretion recommend that the project is substantially complete upon issuance of the punch list. Upon completion of the punch list and all other requirements the Architect will recommend that the District files the notice of completion. If the District determines that the work is not complete and significant work remains the District can at its discretion not issue a punch list until the work has progressed to a point in which the District considers the work substantially complete.

16.3 Work Acceptance.

- (1) All finished Work will be subject to inspection and acceptance or rejection by the District, the Project Manager, and the Architect or other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the District.
- (2) The District will accept the Work in writing only when the Work has been completed to the District's reasonable satisfaction. Progress

payments will in no way be construed as acceptance of any part of the Work. All temporary facilities must be removed and cleaning must be completed prior to acceptance. In addition all guarantees and warranties must be submitted and accepted by the District.

- (3) In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of these General Provisions.
- (4) The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective, omitted, or damaged work or materials in accordance with the requirements of the Contract Documents.
- (5) For the work to be accepted all start up and training and commissioning must be completed, warranty and maintenance manuals have been provided, final cleaning performed, As-builts, record documents, construction waste management reports, and attic stock has been delivered and accepted.

16.4 Start-Up and Training.

- (1) Starting Systems
 - a. Coordinate schedule for start-up of various equipment and systems.
 - b. Notify Architect and District 7 days prior to start-up of each item.
 - c. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence or other conditions that may cause damage.
 - d. Verify that tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
 - e. Verify wiring and support components for each equipment are complete and tested.
 - f. Execute start-up under supervision of responsible manufacturer's representative or approved Contractors' personnel in accordance with manufacturers' instructions.
 - g. When specified in individual Specification Sections, require manufacturer to provide authorized representative to be present

as site to inspect, check and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.

- h. Submit written report that equipment or system has been properly installed and is functioning correctly.

(2) Training

- a. Contractor shall provide training to District personnel in proper operation and maintenance of all systems, equipment and similar items which were provided as part of Work two weeks prior to date of Certificate of Final Completion. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months. Provide maintenance and inspection schedules that conform to manufacturer's recommendations.
- b. Contractor shall utilize operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with Districts' personnel in detail to explain all aspects of operation and maintenance and demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance and shutdown of each item of equipment.
- c. Contractor shall provide a training schedule to District for approval for each of the instruction periods required.
- d. Contractor shall prepare and submit to Architect a sign-in sheet with subject, date and time, signed by all participants for each session.
- e. Instructors shall be qualified by product manufacturer in subject matter presented at each session.
 - a. Submit names of instructors and qualifications to Architect and District for approval, 30 days prior to each scheduled session.
 - b. Substitution of instructors will not be permitted without prior approval of Architect or District.

16.5 Warranty and Guarantee

- (1) Contractor, manufacturer's warranties and guarantees entire Work against defects in materials and workmanship for twelve (12) months from date of Certified Final Completion or as identified in the individual specification sections, whichever is longer. Warranties and guarantees between Contractor and manufacturers and Contractor and suppliers shall not affect warranties or guarantees between Contractor and District.

Specific work and material warranty periods shall apply as identified in individual specification sections. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) calendar days from the date of notice from the District. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the Contract or at law or equity, the District may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor.. The Contractor will remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the District

- (2)** Execute and assemble documents from subcontractors, suppliers and manufacturers.
- (3)** Submit prior to final Application for Payment.
- (4)** For items of Work delayed beyond date of Notice of Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of Guarantee Period.
- (5)** Warranties – Form of Submittals
 - a.** Bind in commercial quality, 8-1/2 by 11 inch, three-ring side binders with hardback, cleanable, plastic covers. Quantities shall be identified in individual specification section. If no quantities are identified then Contractor shall provide two (2) copies. Include Warranties and Bonds for all items for which submittals are requested in individual Sections of Specifications.
 - b.** Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible principal.
 - c.** Table of Contents: Neatly typed, in sequence of Table of Contents of Project Manual, with each item identified with number and title of Specification Section in which specified, and name of product or Work item.
 - d.** Separate each warranty or bond with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

(6) Warranties – Preparation of Submittals

- a. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item or Work. Except for items put into use with District's permission, leave date of beginning of time of warranty until date of Certified Final Completion is determined.
- b. Verify that documents are in proper form, contain full information, and are notarized.
- c. Co-execute submittals when required.
- d. Retain warranties and bonds until time specified for submittal.

(7) Warranties – Time of Submittals

- a. For equipment or component parts of equipment put into service during construction with District's permission submit documents within ten days after acceptance.
- b. Make other submittals within ten days after date of Certified Substantial Completion, prior to final Application for Payment.
- c. For items of Work when acceptance is delayed beyond date of Notice of Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty period.

16.6 Spare Parts and Maintenance Materials (Attic Stock)

- (1)** Provide products, spare parts, maintenance and extra materials, special tools in quantities specified in individual Specification Sections.
- (2)** Deliver to project site location as directed by District at the completion of construction.

16.7 Waste Management Records.

- (1)** As a condition of final approval and retention release, the Contractor shall submit documentation which shall include a summary to the District that demonstrates compliance with the approved Waste Management Plan. Projects that establish monthly progress payments shall also require monthly reporting on the Waste Management Plan. Such reports shall be submitted prior to the monthly cutoff for progress payments in order for the progress payment to be considered for payment and shall include at a minimum, a summary of waste materials

recycled, salvaged and disposed of by the Project. Submitted with this summary will be original documentation (receipts/scale tickets, waybills) showing the quantities and types of materials diverted and disposed. A notice of completion will not be filed for the project and retention released until all reports as required for the Project are submitted and approved.

17. Construction Survey and Staking.

17.1 Survey and Staking Requirements. All Work done under this Contract must be in conformance with the Project Plans and staked by the Contractor in the field. The Contractor will provide construction staking services. The Contractor shall carefully preserve bench marks, reference points, and stakes and in the case of willful or careless destruction, will be responsible for the cost of replacement and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor shall arrange and pay for Field Engineering and Staking.

17.2 Field Engineering Quality Control.

- a. Contractor shall employ a Land Surveyor registered in the State of California and acceptable to Architect.
- b. Contractor shall submit the name, address and telephone number of Surveyor before starting survey work.
- c. Contractor shall maintain a complete and accurate log of control and survey work as it progresses.
- d. On completion of foundation walls, floor slabs and major site improvements, Contractor shall prepare a certified survey illustrating dimensions, locations, angles and elevations of construction.

17.3 Survey Reference Points.

- a. Contractor will locate and protect survey control and reference points.
- b. Contractor will control datum for survey that is established by District provided survey.
- c. Contractor will protect survey control points prior to starting site Work; preserve permanent reference points during construction.
- d. Contractor will promptly report to the Architect loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

- e. Contractor will replace dislocated survey control points based on original survey control. Make no changes without prior written notice to the Architect.

17.4 Survey Requirements.

- a. Contractor will provide field engineering services and use recognized engineering survey practices.
- b. Contractor will establish a minimum of two permanent 3-inch diameter brass plate benchmarks on site, referenced to established control points. Contractor will record locations, with horizontal and vertical data on Project Record Documents and establish additional temporary benchmarks at all floor levels.
- c. Contractor will establish elevations, lines and levels. Contractor will locate and lay out by instrumentation and similar appropriate means, make use of laser instrumentation. Layout shall include:
 - a. Site improvements including pavements; stakes for grading, fill placement; utility locations, slopes, invert elevations and batter boards.
 - b. Grid or axis for structures.
 - c. Building foundation, column locations, and ground floor elevations.
 - d. Floor elevations of existing structures that relate to project.
 - e. Partition layouts on rough floor as a guide to all trades.
 - f. Location of property lines in relation to new buildings and fences.
- d. Contractor will periodically verify layouts by same means.
- e. Layout markings shall not be made with xylene-based inks, paint, or dyes, or with other solvent-based products that may bleed through finishes.

18. Trenching and Utilities.

18.1 Excavation More Than Four Feet Deep

In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the District in writing before disturbing any material that the Contractor believes may be 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 provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The District will promptly investigate any such conditions for which notice is given. If the District finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the District will issue a change order pursuant to these General Provisions. If a dispute arises between the District and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease of increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but will proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

18.2 Excavation of Five Feet or More.

In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the District's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a licensed and registered civil or structural engineer.

18.3 Utility Relocation.

- (1)** In accordance with California Government Code Section 4215, the District assumes the responsibility for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the Work site if such utilities are not identified by the District in the Technical Specifications and/or Project Plans. The District will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The District will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the District's failure to provide for removal or relocation of such main or trunk line utility facilities.

- (2) Nothing in this provision or the Contract Documents will be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, cleanouts, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents will relieve the District from identifying main or trunk lines in the Technical Specifications and/or Project Plans.
- (3) Nothing in this provision or the Contract Documents will preclude the District from pursuing any appropriate remedy against the utility for delays, which are the responsibility of the utility.
- (4) Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
- (5) If the Contractor while performing the Work discovers utility facilities not identified by the District in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the District and utility in writing.
- (6) Either the District or the utility, whichever owns existing main or trunk line utility facilities located on the Work site, will have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

18.4 Protection of Existing Facilities and Property.

- (1) The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.
- (2) Subject to these General Provisions, the Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. Subject to these General Provisions, no error or omission of utility mark-outs will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the work.
- (3) The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. Subject to these General Provisions, all underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all

facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Project Manager of any facilities found. If damage should occur to the existing facilities, the utility company and the District must be notified immediately and, subject to these General Provisions, repairs acceptable to the utility company must be made at the Contractor's expense.

- (4) The Project Plans show the underground utilities on the site of the construction insofar as they are known to the District. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.
- (5) If in the performance of the Work an existing utility is encountered that is not shown on the Project Plans and is not apparent or inferable from visual inspection of the Work site, the Inspector of Record must be notified immediately. The Project Manager will determine, subject to these General Provisions, whether the Project Plans or Technical Specifications should be modified, or whether the existing utility should be relocated or whether the Contractor must work around the existing utility. Subject to these General Provisions, the Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to the Public Works Standard Specifications and Details, under the direction of and subject to the acceptance by the District.
- (6) Subject to these General Provisions, should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the District may take any actions necessary to protect such facilities from the Contractor's operations. Subject to these General Provisions, the District may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due the Contractor.

19. Supporting From Building Structure.

- 19.1** This Section provides guidelines and limitations for the support of all architectural, plumbing, mechanical and electrical items from the building structure and for the seismic bracing of such items. Contractor shall design and install all support and bracing systems except as noted below. Contractor shall provide for attachment to portions of the building structure capable of bearing the load imposed. Design of these systems can not over stress the building structure. Contractor is not required to design support and bracing for items that

the contract documents specifically provide attachment, support and bracing details.

19.2 Building Structure Support Requirements

- (1)** Design and install all support systems: Comply with the current building codes applicable to seismic bracing for essential services buildings, to the seismic zone 4 requirements of 2001 California Building Code Chapter 16 and the guidelines for Seismic Restraints of Mechanical Systems and Plumbing Piping Systems” by Sheet Metal and Air Conditioning Contractors National Association, Inc. Seismic bracing design shall be performed by a professional engineer licensed in California.
- (2)** Contractor shall submit shop drawings for all substructures and attachment methods. Submit to the Architect and obtain approval of proposed alternate methods of attachment, prior to deviating from the requirements given below. Submit structural calculations for seismic bracing systems and details that include all resultant forces applied to the building structure and are prepared and signed by the Contractor’s professional engineer. Calculations will be reviewed for compliance with design criteria, not for arithmetic.
- (3)** Furnish substructures and fasteners as required to comply with the limitations given below. Use materials as specified in the various Sections and as appropriate to their use.
 - a. Exterior materials: Hot dipped galvanized steel or stainless steel.
 - b. Channel framing systems: Unistrut.
- (4)** Contractor shall coordinate the load requirements from all subcontractors so that no combination of loads overstress the building structure. Contractor’s design and install of seismic bracing will not ground out vibration and sound isolation systems. All items of mechanical and electrical equipment 60” or more in height shall be seismically braced whether such bracing is shown or not.

20. Cutting and Patching

- 20.1 Cutting and Patching Requirements.** Where incidental cutting and patching is required for installation of a specific item or piece of equipment (including piping, ductwork, conduit, etc.), such cutting and patching is considered to be specified as part of that Section.

- (1) Contractor shall verify and check areas to be cut and patched and shall coordinate Work of various trades involved.
- (2) Where doubt exists as to size, location, or method of cutting concrete or any other structural element, including metal stud framing, Contractor shall contact Architect before proceeding. Where doubt exists, Contractor shall distinguish between “cutting” and “demolition”.
- (3) Unless specifically indicated otherwise, existing Work cut, altered, or revised to accommodate new Work shall be patched to duplicate undisturbed adjacent finishes, colors, textures, and profiles. If cutting and patching is caused by a Contractor caused installation error and Contractor is unable to match the patch to the undisturbed adjacent finishes, colors, textures, and profiles, Contractor shall be responsible for removing all adjacent work in order to provide a matching finish that is compliant with the plans and specifications and conforms to the original scheduled finish. New Work in existing portions shall also be finished to match adjacent existing Work unless noted otherwise.
- (4) Contractor shall submit written request in advance of cutting or alteration which affects any of the following.
 - a. Structural integrity of any element of Project
 - b. Integrity of weather-exposed or moisture-resistant element
 - c. Efficiency, maintenance or safety of any operational element
 - d. Visual qualities of sight exposed element
 - e. Work of District or separate Contractor
- (5) Contractor shall include in request:
 - a. Identification of Project.
 - b. Location and description of affected Work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed Work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on Work of District or separate Contractor.
 - g. Written permission of affected separate Contractor.

h. Date and time Work will be executed.

- (6) Contractor shall execute work by methods to avoid damage to other Work and which will provide appropriate surfaces to receive patching and finish.
- (7) Contractor shall cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval. Torches or other flame cutting equipment shall not be used to cut metal studs without prior approval of the Architect.
- (8) Contractor shall restore Work with new products in accordance with requirements of Contract Documents.
- (9) Contractor shall fit Work air tight to pipes, sleeves, ducts, conduits and other penetrations through surfaces.
- (10) At penetrations of fire-rated walls, partitions, ceiling or floor construction, Contractor shall completely seal voids with UL-approved fire-rated devices to full thickness of penetrated element.
- (11) Contractor shall refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- (12) Contractor shall extend patching to point where patching is not evident unless directed otherwise by the Project Manager.

21. Construction Waste Management

21.1 Waste Management Plan. Contractor shall develop and implement a Waste Management Plan which shall establish procedures for reusing, recycling, salvaging and disposal of non-hazardous waste materials generated during demolition and construction activities (Construction & Demolition (C&D) Waste) under this Contract. The waste management plan shall meet or exceed the minimum requirements as detailed below and shall meet or exceed the requirements of the Local Jurisdiction having Authority. Contractor shall submit for approval the waste management plan to the Project Manager and to the Jurisdiction Having Authority within 10 calendar days of the notice of award.

The Waste Management Plan shall include a description of how the Contractor will meet the requirements of this contract and shall include a list of disposal and recycling facilities where waste materials will be taken, a description of what will be taken to each facility (inerts, metals, wood, glass, plastics, mixed waste etc.), a description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site), an

estimate of how often bins will need to be emptied, and an estimated amount (weight, yardage, etc.).

The contract lump sum price paid for Construction Waste Management shall include full compensation for furnishing all labor, equipment and incidentals, including the provision of required documentation of proper materials disposal and the development of a Waste Management Plan, all as described herein, and no separate payment will be made therefore.

- 21.2 Waste Management Objective.** The objective is to divert from landfill disposal or incineration at least One hundred percent (100%) of inert wastes, and to divert from landfills at least fifty percent (50%) of the remaining construction and demolition debris. More stringent requirements may apply per the Local Jurisdiction's requirements. Verify waste management requirements with the local jurisdiction prior to starting construction. Inert wastes, such as concrete, brick, rock, asphalt, and soil not intended for on-site use, shall be taken to a facility that will reuse or recycle them. Other mixed construction & demolition (C&D) wastes shall be taken to a facility with a C&D sorting program, if additional recycling is needed. If debris box service is used, the debris boxes must be taken to a C&D sorting facility if materials are not separated onsite for recycling. Contractor has the option of separating on-site for recycling non-inert materials, such as cardboard, paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to recycling facilities and taking the remaining mixed waste (but no more than 50% by weight or yardage) to a facility for disposal. If waste is taken for disposal, original receipt and documentation must be provided to show that 50% of C&D wastes (in addition to 100% of inert wastes) have been diverted.
- 21.3 Waste Management Plan Implementation.** The Contractor shall provide copies of the approved Waste Management Plan to the project superintendent and each subcontractor. The Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project. The Contractor shall conduct monthly Construction Waste Management meetings. Meetings shall include Subcontractors affected by the Waste Management Plan. At a minimum, waste management goals and issues shall be discussed at regularly scheduled project meetings.
- 21.4 Separation Facilities.** The Contractor shall designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid comingling of materials. Bins set within the right of way shall be subject to approval by the local jurisdiction. All bins used shall be protected during non-working hours from off-site contamination.

- 21.5 Materials Handling Procedures.** Materials to be recycled shall be protected from contamination, and shall be handled, stored and transported in a manner that meets the requirements set by the designated facilities for acceptance.
- 21.6 Hazardous Wastes.** Hazardous wastes shall not be included in determining the diversion goals of this project. Hazardous wastes shall be separated, stored, and disposed of according to local regulations. Unless specified in other section of the Specifications, the District is not aware of any hazardous wastes within the project site. If materials, believed to contain asbestos, PCBs, lead or other hazardous material, that have not been rendered harmless are encountered, stop work and notify the Project Manager. Work not affected such discovery shall proceed as scheduled.
- 21.7 Reporting.** As a condition of final approval and retention release, the Contractor shall submit documentation which shall include a summary to the District that demonstrates compliance with the approved Waste Management Plan. Projects that establish monthly progress payments shall also require monthly reporting on the Waste Management Plan. Such reports shall be submitted prior to the monthly cutoff for progress payments in order for the progress payment to be considered for payment and shall include at a minimum, a summary of waste materials recycled, salvaged and disposed of by the Project. Submitted with this summary will be original documentation (receipts/scale tickets, waybills) showing the location of origin (project location) and weight of each type of materials diverted and disposed. A notice of completion will not be filed for the project and retention released until all reports as required for the Project are submitted and approved. Failure to provide original documentation with weights listed and the correct location of origin shall result in the Contractor reimbursing the District for any deposit amounts that the District was unable to be reimbursed by the City for Construction and Demolition recycling.
- 21.8 Waste Management Project Summary.** The summary shall contain the following information: for each material recycled and salvaged from the Project, include the amount (in cubic yards or tons or in the case of salvaged items, state quantities by number, type and size of items) and the destination (i.e., recycling facility, used building materials yard or other local users). For each material landfilled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator and/or transfer station. The summary shall include documentation to support the summary.
- (1) The documentation shall consist of original receipts and weight tags or other records of measurement or equivalent documentation from recycling companies, deconstruction contractors, and landfill and disposal companies. The Contractor shall sign the completed Waste Management Project summary to certify its accuracy as part of the documentation of compliance.

- (2) It will be considered a breach of contract to submit documentation to the District which contains any false statements, including but not limited to false statements regarding weight and/or yardage of materials recycled or diverted, or to submit any false or fraudulent receipt or weight tag or other record of measurement.

22. Environmental and Mitigation Measures.

22.1 Storm Water Pollution Prevention.

- (1) The Contractor must perform the Work in compliance with all applicable requirements of the California State Water Resources Control Board pursuant to Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 ("General Permit") adopted pursuant to regulations adopted by the U.S. Environmental Protection Agency (USEPA) on November 16, 1990 and codified in 40 Code of Federal Regulations Parts 122, 123, 124. The General Permit applies to storm water discharges from construction sites that disturb land equal to or greater than one acre, and to construction activity that results in soil disturbances of less than one acre if the construction activity is part of a larger common plan of development that encompasses one or more acre of soil disturbance or if there is significant water quality impairment resulting from the activity. The General Permit requirements that apply to the Contractor's performance of the Work include, but are not limited to:
 - a. Development and implementation of a Storm Water Pollution Prevention Plan ("SWPPP") that specifies Best Management Practices ("BMPs") that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site into receiving waters.
 - b. Elimination or reduction of non-storm water discharges to storm sewer systems and other waters of the nation.
 - c. Inspection of all BMPs.
- (2) Portions of the Work that may be subject to the General Permit include, but are not limited to clearing, grading, stockpiling and excavation.
- (3) Prior to commencing performance of the Work, the Contractor must prepare and file a Notice of Intent to obtain coverage under the General Permit, a vicinity map, and the applicable fee, with the California State Water resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977.

- (4) Prior to commencing performance and within 10 days of the notice of award of the Work the Contractor must also prepare an SWPPP in accordance with all applicable requirements of the General Permit and the local jurisdiction having authority and submit the SWPPP to the Project Manager for approval.
- (5) The Contractor must also develop and implement a monitoring program to verify compliance with the General Permit.
- (6) The SWPPP must include a Work site map. Geometric equations, notes, details, and all data not related to water pollution control work shall be removed to provide clarity. A copy of the Project Plans must be used as a base plan, with the pertinent stage of construction shown as an overlay to accurately reflect Project site conditions at various phases of construction.
- (7) The Contractor must revise and update the SWPPP whenever there is a change in construction operations that may affect the site drainage patterns or discharge of pollutants to surface waters, ground waters, or a separate municipal storm sewer system.
- (8) Any fines, damages, Work delays or other impacts that result from failure of the Contractor or privities or agents of the Contractor to fully comply with the requirements of the General Permit or to fully implement the SWPPP will be solely the responsibility of the Contractor.
- (9) The Contractor must keep a copy of the General Permit, together with updates and revisions, at the Project site and provide copies of the SWPPP at the request of the District.

22.2 Sanitary Provisions.

The Contractor must maintain such camps, as he or she may establish for the housing and feeding of the laborers, employed by him or her for the Work, in accordance with the status and general health laws of the State of California pertaining to the sanitation of dwelling and camps and in conformity with such rules and regulations pertaining to labor camps, as have been or may hereafter be prescribed by the State Board of Health or by the Commission of Emigration and Housing of California acting in conjunction with said State Board of Health.

22.3 Noise Control

- (1) Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Working Days to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The

Contractor must comply with all applicable noise regulations in the applicable Municipal Code and the Mitigation and Monitoring Program.

- (2) Work shall not be allowed on non-Working Days without the expressed approval of the Project Manager and the District. The Contractor shall make a request for approval in writing with the stipulation (implied or expressed) that the Contractor shall pay the District for all labor charges for the District's onsite inspector and any special inspector. All labor charges shall be deducted from the final payment along with any liquidated damages or addressed in a change order.
- (3) Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the Project Manager.
- (4) Noise Control Plan.

 - a. Within 10 days of the Notice of Award and prior to the commencement of the Work, the Contractor shall submit and meet with the District to discuss the proposed Noise Control Plan and to develop mutual understanding relative to details of the Plan.
 - b. The Noise Control shall comply with the constraints set forth by the District, and be in compliance with the noise control regulations of the District and the Local Jurisdiction having authority, the plans and specifications, any requirements set forth in the Mitigation and Monitoring Program and with this section.
 - c. Contractor's Noise Control Plan shall include a description of the instruments to be used in monitoring noise and shall show the areas and boundaries where noisy work will occur.
 - d. Approval of the Contractor's Noise Control Plan will not relieve the Contractor of responsibility for proper and continuing control of noise throughout the project site.
- (5) Noise Control.

 - a. Take every practicable precaution and action to eliminate or minimize noise emanating from the construction operations.
 - b. Perform noise-producing work in less-sensitive hours of the day or week as directed by the District.
 - c. Control and abate noise produced by the Work at or below the decibel levels and within the time periods specified by local

ordinance and the conditions off approval or the following, whichever are more stringent.

Repetitive, high level impact noise will be permitted only between 8:00 a.m. and 4:00 p.m. Repetitive impact noise on the property shall not exceed the following dB limitations:

Time Duration of Impact Noise	Sound Level in dB
More than 12 minutes in any hour	70
Less than 30 seconds of any hour	85
Less than 3 minutes of any hour	80
Less than 12 minutes of any hour	75

- d.** Provide equipment, sound-deadening devices, and take noise abatement measures that are necessary to comply with the requirements specified, and comply with the following:

 - 1.** Maximum permissible construction equipment noise levels within 50 feet of any building on the premises shall be 75 decibels.
 - 2.** Provide shields or other physical barriers to restrict the transmission of noise.
 - 3.** Provide soundproof housings or enclosures for noise-producing machinery.
 - 4.** Use intake and exhaust mufflers on internal combustion engines that are maintained to have equipment perform below noise levels specified.
 - 5.** Line hoppers and bins with sound deadening material.
 - 6.** Conduct truck loading, unloading and hauling operations so that noise is kept to a minimum.
- e.** At least once every five successive working days while work is being performed, above 55 dBA noise level, measure sound level for noise exposure due to the construction. Measure noise exposure at the property line or 50 feet from the noise source, whichever is greater. Measure the sound levels on the A weighing network of a General Purpose sound level meter at slow response. To minimize the effect of reflective sound waves at buildings, measurements may be taken three to six feet in front of any building face. Submit the recorded information to the Architect noting any problems and the alternatives for mitigating actions.

- f. Contractor shall install temporary noise barriers, such as temporary plywood fences and acoustical blankets to screen areas where concrete sawing will occur. Temporary noise barriers shall reduce construction noise levels by at least 5 dBA at a distance of 50 feet from the source. The temporary noise barriers shall interrupt the line-of-sight from adjacent receptors within 50 feet of the construction areas where concrete sawing would occur, which would provide a minimum of 5 dBA of noise reduction.
- g. Signs shall be posted at the construction site that includes permitted construction days and hours, including a contact number for the construction supervisor in the event of problems.
- h. Best available noise control practices, including mufflers, intake silencers, ducts, engine enclosures, and acoustical attenuating shields or shrouds shall be used for equipment and trucks to minimize construction noise impacts.
- i. If impact equipment (e.g., jack hammers, pavement breakers, etc.) is needed during construction, hydraulically or electric-powered equipment shall be used wherever feasible to avoid the noise associated with compressed-air exhaust from pneumatically powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed-air exhaust shall be used. External jackets on the tools themselves shall also be used if available and feasible.
- j. Stationary noise sources shall be located as far from sensitive noise receptors as feasible. If they must be located near receptors, adequate muffling (with enclosures where feasible and appropriate) shall be used to reduce noise level to below 85 dBA at the nearest sensitive receptor. Enclosure openings or venting shall face away from sensitive noise receptors.
- k. Contractor shall maintain the equipment properly to minimize extraneous noise due to squeaking or rubbing machinery parts, damaged mufflers, or misfiring engines.

22.4 Dust Control.

- (1) The Contractor must furnish all labor, equipment, and means required and 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. The Contractor will be responsible for any damage resulting from any dust originating from the performance of the Work. The use of water resulting in mud on streets, sidewalks, or driveways, will not be

permitted as a substitute for sweeping or other methods of dust control. The Contractor may not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

- (2) No separate payment will be made to the Contractor for controlling dust, whether caused by construction traffic or by public traffic only. Full compensation for dust control will be considered as included in the Contract Price and no additional compensation will be allowed therefore.
- (3) Contractor shall submit a plan for the approval of a Dust Control Plan within 10 calendar days of the notice of award to the Project Manager and the Authority Having Jurisdiction. The Dust Control Plan shall comply with the constraints set forth by the District, and be in compliance with the dust control regulations of the Local Jurisdiction having authority as well as any requirements set forth in the plans and specifications and the Mitigation and Monitoring Program.
- (4) The Dust Control Activities shall include, but is not limited to:
 - a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible and feasible. Building pads shall be laid as soon as possible and feasible, as well, after grading unless seeding or soil binders are used.
 - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 - g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment

shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

- h. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

22.5 Construction Indoor Air Quality. Contractor shall perform temporary construction ventilation, dust protection, preconditioning of materials, protection of materials, sequencing, duct protection, and duct cleaning to insure good indoor air quality after occupancy. Contractor shall conduct inspections to confirm that construction Indoor Air Quality (IAQ) measures proposed in the Construction IAQ Plan are being followed, and shall report compliance with the Plan at progress meetings.

(1) Air Filtration.

- a. Systems designed with particle filters shall not be operated without filters in place. Temporary construction filters shall have a minimum MERV rating of 8.
- b. Replace all air filtration media immediately prior to occupancy. Post-construction air filters shall have a minimum MERV rating of 13.

(2) Construction Ventilation: Following building enclosure, maintain continuous temporary ventilation of areas during installation of Volatile Organic Compound (VOC) Emitting Materials identified as Composite wood products containing added urea-formaldehyde, Casework Adhesives applied on-site, Batt insulation Adhesives applied on-site unless formaldehyde-free, Rigid Thermal Insulation Adhesives applied on-site only when exposed to the interior side of the building envelope, all joint sealers applied on-site on the interior side of the building envelope, Ceramic Tile Adhesives and joint sealers applied on the interior side of the building envelope, Resilient Base Adhesives, Rubber Resilient Flooring Adhesives, Tile Carpeting Adhesives, and Painting. Construction Ventilation shall be provided for post-occupancy touch-up work involving VOC-Emitting materials. It is not required during Building Flush-Out.

- a. Ventilation shall be supplied via open windows and doors, temporary ducts, and temporary fans, sufficient to provide no less than three (3) air changes per hour.
- b. When continuous ventilation is not practical via temporary fans and exhaust to outside, then ventilation shall be supplied via the

building's HVAC system and shall comply with the following requirements:

- a.** Provide temporary air filters at return air grilles.
 - b.** Provide 100% outside air. Relative humidity not to exceed 60%.
 - c.** Provide a minimum of three (3) air changes per hour.
 - c.** Maintain continuous ventilation for a minimum period of 72 hours after installation of VOC-Emitting Materials, unless otherwise indicated elsewhere in these Specifications.
 - d.** Ventilate areas directly to outside; ventilation to other enclosed areas is not acceptable.
- (3)** Preconditioning: Prior to installation, allow contractor-furnished contractor-installed VOC-Emitting Furnishings and Equipment to off-gas in dry, well-ventilated space for 14 calendar days to allow for reasonable dissipation of odors and emissions.
- a.** Remove containers and packaging to maximize off-gassing of VOCs.
 - b.** Precondition products in ventilated warehouse or other ventilated building. Preconditioning at the project site is acceptable, provided that Temporary Construction Ventilation and Sequencing measures are taken as described elsewhere in this Specification.
 - c.** Products requiring preconditioning include, at minimum, contractor-furnished and contractor-installed VOC-Emitting Furnishings and Equipment that contain vinyl or other flexible plastics, resins, adhesives, foam rubber, and fiberboards with urea-formaldehyde binders. Products bearing Greenguard certification (www.greenguard.org) shall be excluded from the preconditioning requirement.
- (4)** Sequencing.
- a.** On-Site Application: Where VOC-Emitting Materials are applied on-site, apply prior to installation of Porous and Fibrous Materials as identified as Batt insulation (exposed to interior only), Acoustical Ceilings – Lay-In, and Tile Carpeting. Maintain continuous

ventilation for a period of 72 hours before installation of porous and fibrous materials. Where this sequencing requirement is not possible, protect porous materials with polyethylene vapor retarders. Tape all polyethylene edges to insure a complete seal. Maintain continuous ventilation per temporary construction ventilation requirements described above for a period of 72 hours before removing polyethylene.

- b.** Complete interior finish material installation prior to Building Flush-Out.

(5) Protection

- a.** Protect interior materials from water intrusion or penetration.
- b.** Porous or fibrous materials with visible microbial growth shall not be installed.
- c.** Non-porous materials with visible microbial growth shall be decontaminated.
- d.** Duct Protection: during dust-producing activities (e.g. sanding, cutting, or grinding), or when VOC-Emitting Materials are being installed, implement the following measures:
- e.** If possible, damper off the return (negative pressure) side of HVAC air distribution system and seal return system openings with polyethylene sheet.
- f.** If HVAC system must be operated during dust-producing activities, provide temporary construction air filters with a minimum MERV rating of 8 at all return air grilles.
- g.** If HVAC supply air is off, protect diffusers and openings with polyethylene sheet.

(6) Cleaning.

- a.** Provide the following cleaning in addition to the cleaning requirements set forth in other sections of the general provisions.
- b.** Clean all coils, air filters, and fans prior to Testing and Balancing.
- c.** If significant dust collection is observed at diffusers, return air grilles, or in ducts, clean prior to system start-up.

(7) Building Flush-Out

- a. Following Testing and Balancing, flush out building using the building HVAC system, maintaining a minimum temperature of 60° F and maximum 60% relative humidity. Provide a total of 14,000 cubic feet of outside air per square foot of floor area building flush out as follows:
- b. Prior to building occupancy, provide 3,500 cubic feet of outdoor air per square foot of floor area.
- c. Following building occupancy, provide a minimum ventilation rate of 0.30 cfm/sq.ft. of outside air or the design minimum outside air rate, whichever is greater. Maintain these conditions beginning a minimum of three (3) hours prior to daily occupancy and extending through daily occupancy hours, until the remainder of the 14,000 cfm of outside air per square foot of floor area is achieved.
- d. Insure that MERV 13 air filters are in place during Building Flush-Out.
- e. Installation of furniture and equipment may occur during Building Flush-Out.
- f. Return ventilation system to normal operation following Building Flush-Out period to minimize energy consumption.
- g. Immediately following Building Flush-Out, replace air filters with new MERV 13 air filters. Air filters that handle solely outside air need not be replaced.

22.6 Emissions.

- (1) Contractor shall be responsible for complying with the plans and specifications, City Ordinances and the Mitigation and Monitoring Program as they relate to emissions.
- (2) In addition, Low-emission equipment shall be selected during construction that would include the following:
 - a. All diesel-powered off-road equipment larger than 50 horsepower and operating at the site for more than two days continuously shall meet U.S. EPA particulate matter emissions standards for Tier 2 engines or equivalent; and
 - b. All diesel-powered portable equipment (e.g., air compressors, cement and mortar mixers, concrete/industrial saws, and welders) operating at the site for more than 2 days continuously shall meet U.S. EPA

particulate matter emissions standards for Tier 4 engines or equivalent; or the construction contractor shall use other measures to minimize construction period diesel particulate matter emissions to reduce the predicted cancer risk below the threshold. Such measures may include the use of line power instead of generators, alternative fuels (e.g., LPG, biofuels), added exhaust devices, or a combination of measures, provided that these measures are demonstrated to provide the necessary DPM and PM2.5 emission reductions and are approved by the lead agency.

22.7 Cultural Resources and Historic Finds.

- (1) In accordance with the National Historic Preservation Act of 1966 (U.S.C. 470), the following procedures are implemented to insure historic preservation and fair compensation to the Contractor for delays attendant to the cultural resources investigation. Contractor hereby agrees to comply with these procedures.
- (2) If archaeological materials are encountered during construction activities, all construction activities within 50 feet shall immediately halt, the Project Manager and the City shall be notified, and the find shall be inspected by a qualified archaeologist. Project personnel shall not collect any cultural materials. If the archaeologist determines that the find potentially qualifies as a unique archaeological resource for purposes of CEQA (CEQA Guidelines Section 15064.5(c)(3)), all work must be stopped in the immediate vicinity to allow the archaeologist to evaluate any materials and recommend appropriate treatment. Such treatment and resolution shall include either modifying the project to allow the materials to be left in place, or undertaking data recovery of the materials in accordance with standard archaeological methods.
- (3) If a paleontological resource is discovered during construction, all ground disturbing activities within 50 feet of the find shall be temporarily halted, and a qualified paleontologist shall be notified to document the discovery as needed, evaluate the potential resource, and assess the nature and significance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the material, if it is determined that the find cannot be avoided. The paleontologist shall make recommendations for any necessary treatment that is consistent with currently accepted scientific practices

- (4) If human remains are encountered, work shall halt in the vicinity and the Project Manager and the County Coroner shall be notified. At the same time, a qualified archaeologist shall be contacted to evaluate the situation. If human remains are of Native American origin, the San Mateo County Coroner shall notify the Native American Heritage Commission within 24 hours of identification, pursuant to Public Resources Code 5097.98, which would appoint a Most Likely Descendant (MLD) (Public Resources Code Section 5097.98). A qualified archaeologist, the applicant, and the MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of any human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The agreement would take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, and final disposition of the human remains and associated or unassociated funerary objects. The Public Resources Code allows 48 hours to reach agreement on these matters. If the MLD and the other parties could not agree on the reburial method, the applicant shall follow Section 5097.98(b) of the Public Resources Code, which states that “the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance.”
- (5) In the event potential historical, architectural, archeological, or cultural resources (hereinafter called cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures will apply:
- a. The Contractor must immediately notify the Project Manager and stop any Work which may jeopardize the find pending an investigation of its significance;
 - b. The Project Manager will select a qualified archeologist and wait for the archaeologist to complete an evaluation of significance before continuing Work in that area.
 - c. The Project Manager will supply the Contractor with a “Stop Work Order” directing the Contractor to cease all portions of the Work that the Project Manager determines may impact the find. The “Stop Work Order” will be effective until a qualified archaeologist assesses the value of the potential cultural resources. The “Stop Work Order” will contain the following:
 - a. A clear description of the Work to be suspended;

- b. Any instructions regarding issuance of further orders by the Contractor for materials services;
 - c. Guidance as to action to be taken regarding subcontractors;
 - d. Any direction to the Contractor to minimize costs; and
 - e. Estimated duration of the temporary suspension.
- (6) Possible indicators that a cultural resource has been found include, but are not limited to the following:
- a. Prehistoric-era archaeological site indicators: obsidian tools, tool manufacture waste flakes, grinding and other implements, dwelling sites, animal or human bones, fossils, and/or locally darkened soil containing dietary debris such as bone fragments and shellfish remains;
 - b. Historic-era site indicators: ceramic, glass, and/or metal.

23. Safety

23.1 Safety Rules and Requirements.

- (1) Within ten (10) calendar days following notice of award the Contractor must submit to the District a safety program for the Work site (“Contractor’s Safety Program”) and provide evidence that the Contractor’s safety policies and procedures relevant to the Work.
- (2) The Contractor shall insure that its employees and subcontractors, as well as visitors and others brought onto the Work site under the authority of the Contractor, shall, at all times, observe all applicable Local, State and Federal safety requirements as well as the safety rules and requirements contained in this Contract including, but not limited to, the Contractor’s Safety Program.
- (3) In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions at the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor’s privities and any other entities engaged in the performance of the Work will be “employers” responsible for furnishing employment and a place of employment that is safe and healthful for all employees of any such entities engaged in the performance of the Work. Neither the District nor its officials, officers,

employees, agents, volunteers or consultants will be “employers” pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor’s privities or other entities engaged in the performance of the Work.

- (4) The Contractor agrees with respect to the Work, and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor’s employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.
- (5) The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract and applicable law. If the Contractor damages District equipment or property, the Contractor shall report the incident to the Project Manager on or before the next calendar day and provide such information as necessary for the District to evaluate the damage.
- (6) The Contractor shall submit a written request to the Project Manager in order to obtain keys or other devices to gain access to District facilities. Keys and other devices shall not be copied or otherwise replicated and shall remain in the possession of the Contractor and its employees or subcontractors at all times and shall be returned to the District when no longer required to complete the Work.
- (7) The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.
- (8) Examination, inspection, investigation, and review by the District and or its employees and representatives, of the Contractor’s Safety Plan or the Contractor’s performance of the Work will not constitute review or approval of the adequacy of the Contractor’s safety measures in, on, or near the Work site and shall not relieve the Contractor of any of the Contractor’s obligations under the Contract and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.

23.2 Safety Supervisor; Hazardous Substances.

- (1) The Contractor shall designate an individual who is qualified and authorized to supervise and enforce compliance with the Contractor's Safety Program ("Safety Supervisor"). The Contractor shall notify the Project Manager in writing prior to the commencement of the Work of the name and contact information of the Safety Supervisor. The Safety Supervisor shall be either a full-time employee of the Contractor or a contracted safety consultant with experience and/or professional certifications indicating experience in construction safety. The Safety Supervisor shall provide the District, upon request, with weekly safety inspection reports identifying hazards found and corrective actions taken. The Safety Supervisor shall also be responsible for supervising compliance with applicable safety requirements on the Work site and to develop and implement safety training for all job personnel. The District shall have the authority, but not the duty, to require the Contractor replace the Safety Supervisor if the Supervisor's performance is judged by the District to be improper or inadequate.
- (2) Prior to beginning the Work, the Contractor shall review the District's Hazard Communication Program. In addition, if the Contractor brings any substance onto District property, other than gasoline or diesel fuel, for which a manufacturer has prepared a Materials Safety Data Sheet (*MSDS*), in quantities greater than 25 pounds, 200 cubic feet, or five gallons; or any substance defined in Cal/OSHA regulations as "acutely hazardous;" or if the Contractor's work activities may expose District employees to any of the substances described above, the Contractor shall first complete and submit to the Project Manager a "Report of Use/Storage of Hazardous Substances on District Property" form.

23.3 Non-Compliance with Safety Rules and Regulations.

- (1) In the event the Contractor fails to comply with applicable Local, State and Federal safety requirements, or the safety rules and requirements contained in this Contract including the provisions of the Contractor's Safety Plan, the District reserves the right to (i) notify the Contractor of its failure to comply, and the reasons therefore, and require that the Contractor immediately undertake, at Contractor's own expense, all actions necessary to bring the Contractor and/or the Project into compliance and (ii) exercise the right to suspend all or part of the Work if the Contractor fails or refuses to undertake and complete such corrective action within the time specified in the notice.
- (2) No extension of time or additional compensation will be granted as a result of any suspension of the Work and any issuance by the District

of any notice or suspension order shall not operate to waive or otherwise diminish the (i) Contractor's obligations under this Contract to provide a safe Work site or (ii) District's right to pursue or enforce any remedy, power or right under the Contract or otherwise available at law.

23.4 Accidents and Safety Emergencies.

- (1) In accidents or emergencies affecting the safety or protection of persons, the Work, the Work site, or property adjacent thereto, the Contractor shall immediately act to prevent threatened damage, injury or loss and notify the Project Manager and the District as soon as possible of the facts and circumstances surrounding the emergency including the involvement of any emergency responders (police, fire, medical, etc.).
- (2) The District reserves the right to conduct an investigation of the accident or emergency either in conjunction with, or separate of, the Contractor, and the Contractor shall provide the District all access necessary to permit the District to perform a full and complete investigation, the scope of which shall be at the sole discretion of the District.
- (3) Within 24 hours of accidents or emergencies involving in-patient hospitalization or a fatality, the Contractor shall provide the Project Manager and the District with a completed Contractor's Injury/Fatality Incident Report. The Contractor shall also notify the Project Manager and the District in writing of any claims brought against the Contractor, or any subcontractor, judicial or otherwise, related to any such injuries and/or fatalities including a copy of such claim(s).

23.5 Public Safety.

- (1) The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.
- (2) No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Project Manager and the Authority Having Jurisdiction.
- (3) Should the Contractor fail to provide public safety as specified or if, in the opinion of the Project Manager, the warning devices furnished by the Contractor are not adequate, the District may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor will be liable to the District for, and the District may

deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

- (4) Nothing in this section will be construed to impose tort liability on the District or the Project Manager.

23.6 Maintaining Traffic and Pedestrian Operations.

- (1) The Contractor must so conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. Unless otherwise approved by the Project Manager and the Authority Having Jurisdiction, all traffic must be permitted to pass through the Work. Contractor shall be responsible for preparing a traffic plan and requesting and obtaining encroachment permits which shall be subject to the approval of the Project Manager and the local jurisdictions having authority. Any fees associated with completing a traffic plan and obtaining an encroachment permit shall be paid by the Contractor. Contractor shall also be responsible for submitting to the Project Manager and the local jurisdiction having authority a Sidewalk Protection Plan detailing alternate pedestrian paths along the affected streets while the frontage improvements are under construction. Sidewalk Protection Plan is due within 10 calendar days of the notice of award
- (2) Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Project Manager, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Contract or approved in writing by the Project Manager. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.
- (3) Residents affected by construction must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions for the trench crossings at these points, either by means of backfill or by temporary bridges acceptable to the Project Manager, so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one

crossing or street intersection or road may be closed at any one time without the written approval of the Project Manager.

- (4) The Contractor must provide multiple, advance written notices of closures to all affected property Districts in a form approved by the Project Manager.
- (5) Except as otherwise approved by the Project Manager, the stockpiling or storing of material in District streets or right of way shall be prohibited. Where this is unavoidable, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects District streets, sidewalks, or other facilities from damage.
- (6) Where approved in advance by the Project Manager, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity. Such remedies include, but are not limited to, termination pursuant to these General Provisions.
- (7) Throughout performance of the Work the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays and holidays.
- (8) The Contractor will be responsible for keeping all emergency services, including the police department and neighboring fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations.
- (9) The Contractor must comply with the State of California, Department of Transportation Manual of warning signs, lights, and devices for use and performance of work within the job site.
- (10) The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of his or her responsibility of maintaining traffic through the Project and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force and equipment as may be necessary to keep roads, streets and driveways within the Project open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

- (11) Contractor shall arrange for temporary parking areas to accommodate construction personnel. When site space is not adequate, Contractor shall provide additional off-site parking. Contractor shall be responsible for identifying locations and paying for any associated costs for the parking for their employee and subcontractor construction and commuting vehicles.
- (12) Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work and no additional allowances will be made therefore.

23.7 Obstructions, Power and Water shutdowns.

- (1) Attention is directed to the possible existence of overhead and underground power, telephone, and television cable poles, underground sewer mains and laterals, underground gas mains, and underground water mains and laterals within the area in which construction is to be performed.
- (2) Prior to starting work, the Contractor must (a minimum of 2 Working Days in advance) call Underground Service Alert (USA) and provide USA with all necessary data relative to the proposed work. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.
- (3) The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area and he will be held liable to the Districts of such facilities or interference with service resulting from his operations.
- (4) The Contractor shall coordinate all Power Shutdowns with the District and the Project Manager. The Contractor shall identify all effected systems due to the shut down and provide a reasonable time estimate for the length of the shutdown. Due to the complexity of the project, the District may require the Contractor to prepare a written power shut down plan. At least two week notice is required prior to any such shutdown to arrange for notification of all affected parties. The day of the week and time of the shutdown may occur outside normal Working Days to reduce the impact to the District's employees and other affected parties.
- (5) When extended shutdowns are required, provide standby service for normal occupancy requirements.

- (6) Contractor shall notify all impacted property owners of any shutdowns 48 hours prior to the shutdown.

23.8 Notification.

- (1) **District Notification.** The Contractor must notify all properties and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hangar, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur. Notices must be reviewed in advance and approved by the Project Manager.
- (2) **Emergency Service Providers Notifications.** The Contractor must furnish the name and phone number of the Safety Supervisor appointed in these General Provisions to the local Police Department dispatcher for contact in the event of an emergency and shall keep such information updated as required to provide 24-hour phone access.

24. Clean up.

24.1 General. Contractor shall clean the building(s) and grounds within area of work. Such cleaning shall include the following, Contractor shall:

- a. Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.
- b. Maintain the project site in accordance with applicable safety and insurance standards.
- c. Store volatile waste in covered metal containers, and remove from premises daily.
- d. In addition to the requirements specified herein, comply with pertinent requirements of authorities having jurisdiction and anti-pollution laws.
- e. Not burn or bury rubbish and waste material
- f. Not dispose of volatile fluid wastes (such as mineral spirits, oil or paint thinner) in storm or sanitary sewer systems.
- g. Oversee cleaning and ensure that building area is maintained free from accumulations of waste materials and rubbish.
- h. Sprinkle dusty debris with water.
- i. At reasonable intervals during progress of work, clean-up site and access and dispose of waste materials, rubbish and debris. Upon request by

the District or the Project Manager, Contractor shall remove waste and clean up the site within seven days of the request.

- j. Not allow waste materials, rubbish and debris to accumulate and become and unsightly or hazardous condition.
- k. Remove waste materials, rubbish and debris from site and legally dispose of at public or private dumping areas off District's property.
- l. Use cleaning materials as recommended by the manufacturer of the surface to be cleaned.
- m. For final cleaning, use only professional cleaning company experienced in commercial cleaning.
- n. Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Project Manager.
- o. District reserves right to withhold certification of payment requests for failure on part of Contractor to regularly clean Project in conformance with Requirements of this Section.

24.2 Progress Cleaning.

- a. General Cleaning
 - a. Retain stored items in orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing required protection of materials.
 - b. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - c. At least twice each month, and more often if necessary, remove scrap, debris, and waste material from jobsite.
 - d. Provide adequate storage for items waiting removal from jobsite, observing requirements for fire protection and protection of ecology.
- b. Site Cleaning
 - a. Daily, and more often if necessary, inspect site and pick up all scrap, debris, and waste material. Remove items to place designated for their storage. Combustible waste shall be removed

from site. Flammable waste shall be kept in sealed metal containers until removed from site.

- b. Weekly, and more often if necessary, inspect, arrangements of materials stored on site, re-stack, tidy, or otherwise service arrangements to meet requirements specified above.
- c. Maintain site in neat and orderly condition.

c. Cleaning of Structures

- a. Weekly, and more often if necessary, inspect structures and pick up scrap, debris, and waste material. Remove items to place designated for their storage.
- b. Weekly, and more often if necessary, sweep interior spaces clean. "Clean", for purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom, i.e., "broom-clean".
- c. As required preparatory to installation of succeeding materials, clean structures of pertinent portions thereof to degree of cleanliness recommended by manufacturer of succeeding material, using equipment and materials required to achieve required cleanliness.
- d. Clean substrate; remove dirt, oil, grease, construction markings, and foreign matter that could adversely affect surface finish appearance or performance.
- e. Following installation of finish floor materials, clean finish floor daily, and more often if necessary, and while Work is being performed in space in which finish materials have been installed. Clean", for purpose of this subparagraph, shall be interpreted as meaning free from foreign materials which, in opinion of Architect, may be injurious to finish floor material, i.e., "vacuum clean".

24.3 Final Cleaning. Except as otherwise specifically provided, "clean", for the purpose this section, shall be interpreted as meaning level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials, i.e., "scrub and polish clean". Prior to final inspection of the work, the Contractor must clean the construction site, building(s) (interior and exterior) and all ground occupied by him in connection with the work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition. Contractor

shall use experienced workmen or professional cleaners for final cleaning. All exposed hard-surfaced finishes are to be cleaned to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Cleaning shall include:

a. General Cleaning

- a. Prior to completion of Work, remove from jobsite all tools, surplus materials, equipment, scrap, debris, and waste, conduct final progress cleaning as described above.
- b. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances. Unless otherwise specifically directed by Architect, water and broom clean paved areas on site and public paved areas directly adjacent to site. Remove resultant debris.
- c. Rake grounds that are neither planted nor paved to smooth, even-textured surface.
- d. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

b. Cleaning of Structures

- a. Exterior: In areas affected by Work under this Contract, visually inspect exterior surfaces and remove traces of soils, waste material, smudges and other foreign matter. Remove traces of splashed material from adjacent surfaces. If necessary to achieve uniform degree of exterior cleanliness, hose down exterior of structure. In event of stubborn stains not removable with water, Architect may require light sandblasting or other cleaning at no additional cost to District.
- b. Interior: In areas affected by Work under this Contract, visually inspect interior surfaces and remove traces of soil waste material, smudges, and other foreign matter. Remove traces of splashed materials from adjacent surfaces. Remove paint drippings, spots, stains, and dirt from finished surfaces. Use only cleaning materials and equipment instructed by manufacturer of surface material.
- c. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and

other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- d. Polished Surfaces: On surfaces requiring routine application of buffed polish, apply polish recommended by manufacturer of material being polished. Glossy surfaces shall be cleaned and shined as intended by manufacturer.
- e. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

25. Surplus Material.

- 25.1 All material removed or excavated during the course of construction will be surplus.
- 25.2 All surplus material will be the property of the Contractor and to be disposed of outside the right-of-way, unless the District has, in its sole discretion:
 - a. Elected to salvage certain objects that are determined to be of historical interest, and informed Contractor in writing of its intent to do so.
- 25.3 The District reserves the right of Ownership of all objects that it elects to salvage, and the Contractor must protect such objects from subsequent damage until delivered unto the care of the District.

26. Preference for Goods and Materials Made in America.

- 26.1 When all other factors are substantially equal, the District strongly prefers that Contractor use and purchase materials and goods that, to the greatest extent possible, Manufactured in the United States. For purposes of this Section, "Manufactured in the United States" means that goods or materials are manufactured in whole or in substantial part within the United States or that the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Exhibit A – Release Forms

1. **Form A-1:** Conditional Waiver and Release upon Progress Payment
2. **Form A-2 :** Unconditional Waiver and Release upon Progress Payment
3. **Form A-3:** Unconditional Waiver and Release upon Final Payment
4. **Form A-4:** Release of All Claims

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**
[Cal. Civil Code § 3262]
Form A-1

The undersigned has been paid and has received a progress payment in the sum of \$_____ for labor, services, equipment, or material furnished to Menlo Park Fire Protection District, ("District") for the Menlo Park FPD - **FIRE STATION 2 DRIVEWAY APPROACH** Project ("Project"), located in East Palo Alto, California, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the Project to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to the District through _____ (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

By: _____

Printed Name: _____

Title: _____

Company: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON
PROGRESS PAYMENT
[California Civil Code § 3262]
Form A-2**

The undersigned has been paid and has received a progress payment in the sum of \$_____ for labor, services, equipment, or material furnished to Menlo Park Fire Protection District ("District") for the Menlo Park FPD - **FIRE STATION 2 DRIVEWAY APPROACH** ("Project"), located in East Palo Alto, California, and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to District through _____ (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

"NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."

Dated: _____

By: _____

Printed Name: _____

Title: _____

Company: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT
[California Civil Code §3262]
Form A-3**

The undersigned has been paid in full for all labor, services, equipment or material furnished to Menlo Park Fire Protection District (“District”) for the Menlo Park FPD - **FIRE STATION 2 DRIVEWAY APPROACH** Project, located in East Palo Alto, California and does hereby waive and release any right to a mechanic’s lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$_____.

**NOTICE: THIS DOCUMENT WAIVES RIGHTS
UNCONDITIONALLY AND STATES THAT YOU HAVE
BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS
DOCUMENT IS ENFORCEABLE AGAINST YOU IF
YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.
IF YOU HAVE NOT BEEN PAID, USE A
CONDITIONAL RELEASE FORM.**

Dated: _____

By: _____

Printed Name: _____

Title: _____

Company: _____

RELEASE OF ALL CLAIMS

Form A-4

Project Name: Menlo Park FPD - **FIRE STATION 2 DRIVEWAY APPROACH**

In consideration of final payment of undisputed contract amounts relating to the above-referenced Work, Contractor hereby releases Menlo Park Fire Protection District ("District") from any and all claims for payment on the Work, except for any disputed work and any disputed amounts set forth below:

DESCRIPTION OF DISPUTED WORK
(attached)

CHECK IF NONE: _____

DESCRIPTION OF DISPUTED AMOUNTS

CHECK IF NONE: _____

Contractor acknowledges that it has been advised by its attorneys concerning, and is familiar with, the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Contractor, in that connection, acknowledges that it may have sustained damages, losses, costs or expenses that are presently unknown to Contractor or damages, losses, costs or expenses which have already been sustained but which may give rise to additional damages, losses, costs or expenses in the future. Nevertheless, Contractor acknowledges that this Release has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code Section 1542 or under any other state or federal statutes or common law principle of similar effect.

Dated: _____

CONTRACTOR:

(Name of Contractor - Type or Print)

By _____

Official Title

TECHNICAL SPECIFICATIONS

PROJECT PLANS

2046219.7