

****NOT FOR BIDDING****



WATER DEPARTMENT
IFB No. WT-0320

PLANS AND SPECIFICATIONS AND CONTRACT REQUIREMENTS
FOR

Aquifer Storage and Recovery Beltz 10 Pilot Test Site Preparation CWO # 2026-004

SANTA CRUZ CITY COUNCIL

Fred Keeley, Mayor

Shebreh Kalantari-Johnson, Vice Mayor (District 3)

Gabriela Trigueiro (District 1)

Sonja Brunner (District 2)

Scott Newsome (District 4)

Susie O'Hara (District 5)

Renee Golder (District 6)

Matt Huffaker, City Manager

Bonnie Bush, City Clerk Administrator

Cassie Bronson, City Attorney

Heidi Luckenbach, P.E., Water Department Director

Isidro Rivera, P.E., RCE No. C72965
Deputy Water Director / Engineering Manager



SECTION 00 01 07
SEALS AND SIGNATURES

Owner Name: City of Santa Cruz

Facility or Site Name: 977 34th Ave, Santa Cruz, CA 95062

Project Name: Aquifer Storage and Recovery Beltz 10 Pilot Test Site Preparation

Project or Contract Designation: CWO #2026-004

Engineer: Isidro Rivera, PE

Isidro Rivera, PE, Santa Cruz Water Department Civil, License No. C72965 License Expiration Date: 12/31/2026 	The seal and signature to the left applies to the following Specifications divisions and sections of this Document: Division 00 <table><tr><td>• 00 01 07</td><td>• 00 52 13</td></tr><tr><td>• 00 01 10</td><td>• 00 54 63</td></tr><tr><td>• 00 43 33</td><td>• 00 61 13.13</td></tr><tr><td>• 00 43 36</td><td>• 00 61 13.16</td></tr><tr><td>• 00 43 38</td><td>• 00 62 91</td></tr><tr><td>• 00 45 46.6</td><td>• 00 62 92</td></tr><tr><td>• 00 45 46.9</td><td>• 00 72 13</td></tr><tr><td>• 00 45 46.10</td><td>• 00 73 01</td></tr></table> Division 01 <table><tr><td>• 01 14 00</td><td>• 01 35 23</td></tr><tr><td>• 01 22 00</td><td>• 01 41 33</td></tr></table>	• 00 01 07	• 00 52 13	• 00 01 10	• 00 54 63	• 00 43 33	• 00 61 13.13	• 00 43 36	• 00 61 13.16	• 00 43 38	• 00 62 91	• 00 45 46.6	• 00 62 92	• 00 45 46.9	• 00 72 13	• 00 45 46.10	• 00 73 01	• 01 14 00	• 01 35 23	• 01 22 00	• 01 41 33
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• 00 45 46.9	• 00 72 13																				
• 00 45 46.10	• 00 73 01																				
• 01 14 00	• 01 35 23																				
• 01 22 00	• 01 41 33																				

Engineer's seal and signature does not apply to the documents that comprise Division 00 – Contracting Requirements.

It is a violation of applicable laws and regulations governing professional licensing and registration for any person, unless acting under the direction of the licensed and registered design professional(s) indicated above, to alter in any way the Specifications in this Document.

END OF SECTION

SECTION 00 01 10

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END OF SECTION

SECTION 00 43 33

PROPOSED SUPPLIERS FORM

Name of Supplier: _____

The following materials and equipment to be incorporated into the Work will be furnished by the following Suppliers of engineered equipment including valves and instrumentation/controls to be incorporated into the work (where only a local or regional manufacturer's representative is the entity with which Contractor or Subcontractor will enter into a purchase order for the associated materials or equipment, also indicate below the manufacturer of such items):

Section of Work (e.g. pump assembly, etc.)	Material or Equipment Name	Supplier's Name

(Attach additional sheets, if necessary)

END OF SECTION

SECTION 00 43 36

PROPOSED SUBCONTRACTORS FORM

(To be submitted with bid)

Name of Bidder: _____

Bidder shall indicate on this form the legal/contracting entity name, location of place of business, the California contractor's license number, the public works contractor registration number issued pursuant to California Labor Code Section 1725.5, and the dollar amount and proportion (in percent) of the Work of each Subcontractor (of any tier) to whom a portion of the Work will be awarded via one or more subcontracts. Indicate all proposed Subcontractors to whom the total awarded amount of subcontracts for the Work will be in excess of 0.5 percent of the total amount of the Bid (or a total value of all subcontracts awarded to the Subcontractor is \$10,000, when \$10,000 is less than 0.5 percent of the total bid price).

Subcontractor's Legal/contractual Entity Name	Location of Place of Business	CSLB License Number	Public Works Contractor DIR Registration Number	Subcontract Amount and Proportion of Total Bid Price

(Attach additional sheets, if necessary)

END OF SECTION

SECTION 00 45 46.6

GOOD NEIGHBOR COMMITMENT

(To be Agreement Exhibit Y)

When the Santa Cruz Water Department undertakes construction projects in a neighborhood we are committed to being the best neighbor we can be. That means that our neighbors should expect:

Work to be conducted safely

- Staff, consultants and contractors will be properly trained in equipment use.
- Staff, consultants and contractors will at all times comply with Cal OSHA requirements.
- Work will adhere to all CEQA mitigations and any other permit requirements.
- Traffic control measures will be provided when normal traffic flow is impacted.
- Equipment and the project site overall will be secured outside of regular construction hours.

Construction to begin and end at scheduled times

- Work hours to be observed are identified in Section 3.02 of the Agreement. Violation of the Construction Work Hours violates the noise ordinances in Santa Cruz Municipal Code (SCMC) sections 4.14.070 and 9.36.010. Violations of the SCMC can result in administrative or criminal citations, and financial penalties.
- Construction hours will be posted.
- Construction activity, including operating heavy equipment and utilizing backup alarms on vehicles is not permitted without prior approval from SCWD.
- Advance notice will be given for work that must be done outside of regularly scheduled hours.
- Non-construction activities outside of working hours will be kept to a minimum.

Staff and contractors working on projects to behave professionally

- Appropriate language will be used at all times in public.
- Non project-related noise will be kept to a minimum.

Project questions or concerns to be responded to

- Dedicated project hotlines and email will be available.
- Staff and contractors will be provided with cards with SCWD contact information that they can share with neighbors.
- Calls or emails made to project hotlines will be returned within 2 business days.

To receive regular project communication

- Regular and ongoing project communication with SCWD community relations staff is required.
- Project descriptions and timelines will be provided by SCWD to neighbors in advance.

- Notification of regular (non-emergency) service disruptions will be given 48 hours in advance.
- Unforeseen changes will be shared as timely as possible.
- Bi-weekly project updates will be given by SCWD to neighbors for projects lasting longer than six weeks.

The neighborhood will be left in the same condition as when we arrived

- Debris will be removed.
- Project sites will be swept and cleaned.
- Excavations will be filled and patched when the project is complete.

I certify that I have read the above Good Neighbor Commitment and agree to perform the Work according to these commitments.

Name: _____

Signature: _____

Date: _____

END OF SECTION

SECTION 00 45 46.9

DIR COMPLIANCE AFFIDAVIT

(To be submitted with bid)

Name of Bidder: _____

Project Name: _____

California Labor Code requires private contractors, and their subcontractors, to pay prevailing wages to their workers when working on a project funded by a public entity. Prevailing wages are due if the project costs more than \$1,000, and involves the following construction work: new construction, alteration, demolition, installation, repair and maintenance. Contractors must also make an attempt to hire apprentices when the total project costs exceed \$30,000.

Prior to commencement of the Contract, all Contractors and subcontractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to <https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- No contractor or subcontractor may be listed on a bid proposal for a public works project (effective March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (effective April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- DIR registration is required each fiscal year (July 1 – June 30).

I, the Bidder, certify that:

"I acknowledge that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. I am aware of the provisions of Senate Bill SB 854 and Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, and 1815 which require Contractors to comply with all labor compliance requirements, including but not limited to, prevailing wage requirements, Public Works Contractor Registration Program, Electronic Certified Payroll Reporting, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

Signature

Date

Print Name

Title

DIR Registration Information and Worker Classifications follow:

Prime Contractor Name: _____

DIR Registration #: _____ CSLB #: _____

Contact Name: _____ Email Address: _____

Project Worker Classifications (select all classifications that apply)			
☐ Asbestos	☐ Boilermaker	☐ Bricklayers	☐ Carpenters
☐ Carpet/Linoleum	☐ Cement Masons	☐ Drywall Finisher	☐ Drywall/Lathers
☐ Electricians	☐ Elevator Mechanic	☐ Glaziers	☐ Iron Workers
☐ Laborers	☐ Millwrights	☐ Operating Engineer	☐ Painters
☐ Pile Driver	☐ Pipe Trades	☐ Plasterers	☐ Roofers
☐ Sheet Metal	☐ Sound/Comm	☐ Surveyors	☐ Teamster
☐ Tile Workers			

Subcontractor Name: _____

DIR Registration #: _____ CSLB/Professional License #: _____

Contact Name: _____ Email Address: _____

Project Worker Classifications (select all classifications that apply)			
☐ Asbestos	☐ Boilermaker	☐ Bricklayers	☐ Carpenters
☐ Carpet/Linoleum	☐ Cement Masons	☐ Drywall Finisher	☐ Drywall/Lathers
☐ Electricians	☐ Elevator Mechanic	☐ Glaziers	☐ Iron Workers
☐ Laborers	☐ Millwrights	☐ Operating Engineer	☐ Painters
☐ Pile Driver	☐ Pipe Trades	☐ Plasterers	☐ Roofers
☐ Sheet Metal	☐ Sound/Comm	☐ Surveyors	☐ Teamster
☐ Tile Workers			

Subcontractor Name: _____

DIR Registration #: _____ CSLB/Professional License #: _____

Contact Name: _____ Email Address: _____

Project Worker Classifications (select all classifications that apply)			
☐ Asbestos	☐ Boilermaker	☐ Bricklayers	☐ Carpenters
☐ Carpet/Linoleum	☐ Cement Masons	☐ Drywall Finisher	☐ Drywall/Lathers
☐ Electricians	☐ Elevator Mechanic	☐ Glaziers	☐ Iron Workers
☐ Laborers	☐ Millwrights	☐ Operating Engineer	☐ Painters
☐ Pile Driver	☐ Pipe Trades	☐ Plasterers	☐ Roofers
☐ Sheet Metal	☐ Sound/Comm	☐ Surveyors	☐ Teamster
☐ Tile Workers			

Continue on another page if there are additional Subcontractors.

SECTION 00 45 46.10

**CALIFORNIA AIR RESOURCES BOARD (CARB) REQUIREMENT FOR
CERTIFICATE OF REPORTED COMPLIANCE**

Re: In-Use Off-Road Diesel-Fueled Fleets Regulation
(Cal Code Regs., Title 13 § 2449 et seq.) effective 1/1/2024

(To be submitted within 4 days of bid opening)

1a) Check below if contractor or subcontractor will use on the project, any of the following off-road heavy duty diesel-powered vehicles subject to Cal Code Regs., Title 13 § 2449 et seq:

- ☐ Work Over Rigs, as defined in Cal Code Regs., Title 13 §2449(c)(72),
- ☐ Engines with two-engine cranes, which contain an auxiliary engine ≥ 50 bhp, as defined in Cal Code Regs., Title 13 §2449(c)(66),
- ☐ Two engine water-well drilling rigs, which contain an auxiliary engine ≥ 50 bhp, as defined in Cal Code Regs., Title 13 §2449(c)(68), or
- ☐ Engines of two-engine vehicles that are designed to be driven on/off road and contain an auxiliary engine ≥ 50 bhp, as defined in Cal Code Regs., Title 13 §2449(c)(67) – (e.g., Boom Trucks, Concrete Mixers, Concrete Pump Trucks, Vacuum Pump Trucks, Guardrail Fence Installers)

OR

b) ☐ No vehicles subject to Cal Code Regs., Title 13 § 2449 et seq. apply to the project.
[Proceed to the end and Sign the Verification below.]

2a) If any box is checked in number 1(a), did you or your subcontractor register any vehicles that qualify as In-Use Off-road Diesel-fueled Fleets, with the California Air Resources Board (CARB)?

☐YES ☐NO

b) If you checked “No” to number 2, then explain reason:

- Exempt:
- ☐ Emergency Operations
 - ☐ Renewable Diesel Exemptions
(based on fleet engine type or weather restrictions)
 - ☐ Unavailability of Renewable Diesel
 - ☐ Other: _____

- 3a) If you checked “Yes” to number 2, then submit with the bid response, a **CARB’s Certificate of Reported Compliance (Certificate)** for the applicable vehicles owned or operated by you or your subcontractor to show compliance with Cal Code Regs., Title 13 § 2449 et seq.

[Visit the CARB website to get a CARB Certificate online: arb.ca.gov/offroadzone]:

CARB Certificate Attached with Bid: ☐YES ☐NO

- 3b) If you checked “No” to number 3, then explain reason:

_____.

- 4) Non-Compliance is Non-responsive.

- a. Unless otherwise exempt or not applicable as indicated above, the **bid proposal must include a CARB’s Certificate of Reported Compliance (Certificate)** for vehicles subject to Cal. Code Regs., Title 13 § 2449 et seq., within four (4) business days after opening of the bids, or the bid proposal may be deemed non-responsive.
- b. Unless otherwise exempt or not applicable as indicated above, bid responder further agrees to comply with the requirements of Cal. Code Regs., Title 13 § 2449(j), including but not limited to:
- Allowing only off-duty diesel vehicles with valid Certificates to be used at the contractor’s job sites,
 - Reporting to CARB within five business days of such discovery, if the contractor discovers a fleet or vehicles that are subject to this regulation at the job site does not have a valid Certificate or observes noncompliant fleets or vehicles operating on their job site: <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email dieselcomplaints@arb.ca.gov,
 - Displaying a sign that provides key information about the regulation and how to report noncompliance. The sign must be posted where vehicles subject to this regulation will operate for eight or more calendar days; the sign must be posted by the eighth calendar day from when the first vehicle operates.

Verification

1. The undersigned states that the statements made herein are true and correct and made under penalty of perjury.
2. The undersigned acknowledges that the undersigned is authorized to sign on behalf of the bid responder and the statement(s) made herein is/are legally binding on the bid responder, their representatives, agents, and successors.
3. A scanned, electronic, or other copy of a party’s signature shall be legally valid as an original.

_____/_____/_____/_____
(Print Name of Bid Responder) (Signature) (Business Name) (Date)

SECTION 00 52 13

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____ (“Effective Date of the Contract”), is by and between: _____ (“Contractor”), and the City of Santa Cruz, a municipal corporation (“City”);

WHEREAS, City requires performance of all work (“Work”) required by the Contract Documents (as defined in Article 5 of this Agreement) to fulfill the City’s mission to its ratepayers and residents and the City’s obligations to authorities having jurisdiction; and

WHEREAS, City has selected Contractor to perform the Work and Contractor is ready, willing, and able to perform the Work in accordance with the Contract Documents.

NOW, THEREFORE, IT IS AGREED by and between the City and Contractor as follows:

ARTICLE 1—THE PROJECT; THE WORK.

1.01 The Work

That for and in consideration of the covenants and agreements herein, Contractor shall complete all Work for the Project in strict conformity and compliance with the Contract Documents and this Agreement.

1.02 The Project

The Project, of which the Work under the Contract Documents is a part, is identified as follows: Aquifer Storage and Recovery Beltz 10 Pilot Test Site Preparation, **CWO #2026-004** (the “Project”).

1.03 The Project is part of the City’s Water Improvements Program.

ARTICLE 2—CITY’S REPRESENTATIVES.

2.01 City is designating the following as City’s representatives to perform services to assist the City relating to this Project, and who shall assume the duties and responsibilities of the assigned position listed below in accordance with the Contract Documents and General Conditions, Section 00 72 13, Article 10:

Program Manager (“PM”):

Leah Van Der Maaten, Professional Associate Engineer

City of Santa Cruz Water Department

212 Locust Street, Suite C, Santa Cruz, CA 95060

Telephone number: (949) 257-6139

Construction Manager (“CM”) & Engineer:
Robert Marks, Principal Hydrogeologist
Pueblo Water Resource Inc.
4478 Market St., Ste. 705, Ventura, CA 93003
Telephone number: (805) 644-0470

- A. Any person or entity, listed above, who is not a City employee, cannot act on behalf of the City and cannot authorize changes in the Work, use of allowances (if any), or Contract Price or Contract Times.

ARTICLE 3—CONTRACT TIMES

3.01 Time of Start and Work Days

- A. The Contractor shall receive Notice to Begin Preconstruction Activities prior to NTP. Once the required submittals listed in Section 01 14 00 are approved, Notice to Proceed (NTP) will be issued.
- B. The Contractor shall start the Work on the date of the Notice to Proceed. The Contractor shall substantially complete the Work within 59 calendar days.

3.02 Time of the Essence

- A. Contractor represents that the Contract Time is reasonable for completion of the Work and that Contractor will complete the Work within the Contract Times. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence to this Agreement.

3.03 Time of Completion

- A. The Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 59 calendar days of NTP.
- B. Preconstruction Activities are required prior to NTP. Contractor is required to submit submittals listed in Section 01 14 00 within 72 hours of receiving Notice to Begin Preconstruction Activities. NTP will not be issued until the listed submittals are approved.

3.04 Contract Price

- A. City shall pay Contractor for all Work, at the prices stated in the Contractor’s Bid, attached hereto as Contract Price Exhibit (Exhibit Z).
- B. Payment by City at the prices indicated herein shall be considered as full compensation for the Work performed in accordance with the Contract Documents.

ARTICLE 4— CONTRACT DOCUMENTS

4.01 Contents

- A. The Contract Documents are comprised of the following which are bound herewith or included herewith unless otherwise indicated below:
 - 1. Applicable Laws and Regulations
 - 2. Duly issued Agreement modifications, and allowance authorization(s) signed by City, in chronological order by effective date of each;
 - 3. This Agreement, including:
 - a. Exhibit Z – Contract Price from Contractor’s Bid;
 - b. Exhibit Y - Good Neighbor Commitment (Section 00 45 46.6);
 - 4. Maintenance Bond, if issued (Section 00 61 19);
 - 5. Performance Bond (Section 00 61 13.13) and Payment Bond (Section 00 61 13.16);
 - 6. Escrow Agreement in Lieu of Retainage, when signed by the parties (Section 00 54 63);
 - 7. Addenda, in the reverse order of date of issuance;
 - 8. Div 00 Supplementary Conditions (Section 00 73 01);
 - 9. General Conditions (Section 00 72 13);
 - 10. Div 01 General Specifications;
 - 11. Exhibit A Technical Provisions – Santa Cruz Water Department Beltz 10 ASR Pilot Test Project;
 - 12. The following, which may be issued after the Effective Date of the Contract and are not bound herewith:
 - a. Notice to Proceed.
 - b. Change Order(s).
 - c. Work Change Directive(s).
 - d. Field Order(s).
 - e. Allowance authorization(s) signed by the City.
- B. There are no Contract Documents other than those indicated above in Paragraph 5.01.A. Supplemental project information available to bidders, and the information supplied therein, are not Contract Documents.
- C. The Contract Documents may be amended, supplemented, or modified only as provided in Article 11 of the General Conditions.

4.02 Precedence of Documents

- A. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the

Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction standards.

- B. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered, the parties shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 5.01 and consistent with Article 3 of the General Conditions.
- C. Inclusion of an order of precedence provision in the Contract Documents does not in any way negate or reduce Contractor's obligation to report conflicts, discrepancies, apparent omissions, and similar matters as required by Paragraphs 3.03 and 3.04 of the General Conditions and obtain interpretations or clarifications from Engineer or Construction Manager, as set forth in Article 3 of the General Conditions.

ARTICLE 5—REPRESENTATIONS AND CERTIFICATIONS

5.01 Contractor's Representations

- A. In order to induce City to enter into this Agreement, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified

in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given City and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by City, Construction Manager, or Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

5.02 Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 6.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Agreement.

ARTICLE 6—MISCELLANEOUS

6.01 Definitions

Terms, words and phrases used in this Agreement, unless specified otherwise, shall have the meanings given them in the General Conditions (Section 00 72 13).

6.02 Amendments

This Agreement may not be amended except by way of a written instrument which expressly references and identifies this Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by City and Contractor. Contractor acknowledges that no such amendment shall be effective until approved and authorized by the City.

6.03 City Council Action Required

It is agreed by the parties hereto that the acceptance of the Contractor’s performance will be made only by an affirmative action by the City’s City Council in session, evidenced by resolution, and upon the filing by the Contractor of a Release of all Claims of every nature on account of the Work done under this Agreement, together with an affidavit that all Claims have been fully paid. The acceptance by the Contractor of said final payment shall constitute a waiver of all Claims against the City arising out of or in connection with this Agreement and Contract Documents.

6.04 Contract Interpretation

Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

6.05 Complete Agreement

This Agreement, along with the terms and conditions in the Contract Documents, are the full and complete integration of the Parties’ agreement with respect to the matters addressed herein, and that the Contract Documents supersede any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is a conflict between this Agreement and any other agreement (written or oral) not specified herein, the terms of this Agreement and Contract Documents shall control in accordance with Article 5.

6.06 MacBride Principles/Peace Charter

City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.

6.07 Assignment

Contractor shall not assign this Agreement or any portion of it to a third party to provide services required by Contractor under this Agreement without the prior written consent of the City, the Director of Water Department or her designee. Any such assignment without City's prior written consent shall give City the right to automatically and immediately terminate this Agreement without penalty.

6.08 Severability

In the event that any term or portion of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term or portion, and the remainder of this Agreement shall remain in full force and effect.

6.09 Governing Law

The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind relating to this Contract shall be filed and heard in a court of competent jurisdiction in the County of Santa Cruz.

6.10 Counterparts

The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile, or copy of a Party's signature shall be accepted and valid as an original.

[SIGNATURES ON FOLLOWING PAGE]

ARTICLE 7—SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

Technical Review By:

By: _____ Date: _____
Isidro Rivera, Deputy Water Director/ Engineering Manager

Approved As To Form:

By: _____ Date: _____
Office of the City Attorney

CONTRACTOR

By: _____ Date: _____

Printed: _____ Title: _____

CONTRACTOR

By: _____ Date: _____

Printed: _____ Title: _____

WATER DEPARTMENT

By: _____ Date: _____
Heidi Luckenbach, Water Director

CITY OF SANTA CRUZ

By: _____ Date: _____
Matt Huffaker, City Manager

Signature Requirements for Contractor:

- 1) Corporation – Two officer signatures required (one from each group, unless person signing holds officer positions in both Group 1 and 2):
 - (a) Group 1: Chief Executive Officer, Chairman of the Board, President, or Vice President
 - (b) Group 2: Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, Assistant Treasurer
- 2) Partnership - Signature of General Partner, or signature of partner who is authorized to execute documents per the Certificate of Partnership. If authorized partner is a corporation, follow Corporation signature requirement.
 - a) LLC- For a member-managed LLC, signature of any member. For a manager-managed LLC, signature of the manager. If the LLC has corporate officer designations, follow Corporation signature requirement.

See, City of Santa Cruz Corporate Entity Signature Requirements for more information.

END OF SECTION

SECTION 00 54 63

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETAINAGE**
(Optional, can be submitted by Successful Bidder with Agreement)

This Escrow Agreement is made and entered into by and between the City of Santa Cruz, ("City"), 809 Center Street, Santa Cruz CA 95060; and _____
_____, ("Contractor"), _____
; and _____, hereinafter called "Escrow Agent", whose address
is _____.

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to §22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for: Aquifer Storage and Recovery Beltz 10 Pilot Test Site Preparation in the amount of (\$ _____), dated: _____, 20____, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City will make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent will notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution will be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and the Contractor. Securities will be held in the name of the City of Santa Cruz and will designate the Contractor as the beneficial owner.
- (2) The City will make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent will hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties will be equally applicable and binding when the City pays the Escrow Agent directly.
- (4) Contractor will be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms will be determined by the City, Contractor, and Escrow Agent.

- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest will be for the sole account of Contractor and will be subject to withdrawal by Contractor at any time, and from time to time, without notice to the City.
- (6) Contractor will have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the City to the Escrow Agent that the City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The City will have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice of the default to the Escrow Agent from the City, the Escrow Agent will immediately convert the securities to cash and will distribute the cash as instructed by the City.
- (8) Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent will release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow will be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.
- (9) Escrow Agent will rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the City and Contractor will hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of City:

Water Director
Title

Heidi Luckenbach
Name

Signature

212 Locust Street, Suite A
Santa Cruz, CA 95060
Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF SECTION

SECTION 00 61 13.13
PERFORMANCE BOND

WHEREAS, the City of Santa Cruz, a municipal corporation, in the County of Santa Cruz, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for constructing the work or improvement described in the contract documents entitled:

“Aquifer Storage and Recovery Beltz 10 Pilot Test Site Preparation”

adopted by the City Council of the City of Santa Cruz on the _____ day of _____, _____, and,

WHEREAS, said Principal is about to enter into the annexed contract with the City of Santa Cruz:

NOW, THEREFORE, we, the Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of California, as surety, are held and firmly bound unto the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California, in the sum of _____ dollars (\$ _____) being not less than one hundred percent (100%) of the estimated contract costs of the work, to be paid to the City of Santa Cruz, for the payment of which sum, well and truly to be paid, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns;

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his/her heirs, executors, administrators, successors, or assigns shall in all things abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as herein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to the true intent and meaning, and shall indemnify and save harmless the City of Santa Cruz, its officers and agents as therein stipulated, that this obligation shall be discharged, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the amount of dollars _____ dollars (\$ _____), being not less than 10 percent of the estimated contract cost, shall remain in force for a period of one (1) year after the completion and acceptance of the said work, during which time if the Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repairs and replacements or totally protect the City of Santa Cruz from loss or damage made evident during said period of one (1) year from the date of official acceptance of said work and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the sum of _____ dollars

(\$ _____), shall remain in full force and effect, otherwise the obligation shall be discharged. However, notwithstanding any other provisions of this paragraph, the obligation of the surety hereunder shall continue so long as any obligation of the Principal remains.

The 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 the specifications shall in any way effect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to the work or to the specifications, and the surety does hereby waive its rights under California Civil Code Section 2819.

IN WITNESS whereof, the parties have executed this instrument under their seals, this ____ day of _____, 20____, by its undersigned representative, pursuant to the authority of its governing body, the day and year first hereinabove written.

PRINCIPAL

SURETY

CITY ATTORNEY
Approved as to Form

END OF SECTION

SECTION 00 61 13.16

PAYMENT BOND

WHEREAS, the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for constructing the work or improvement described in the contract documents entitled:

“Aquifer Storage and Recovery Beltz 10 Pilot Test Site Preparation”
adopted by the City Council of the City of Santa Cruz on the _____ day of _____, _____, and,

WHEREAS, said Principal is required under the terms of said contract to furnish a Labor and Material Bond, the surety of this bond will pay the same to the extent hereinafter set forth; and

WHEREAS, the said Principal is about to enter into the annexed contract with the City of Santa Cruz to complete the work or improvement referred to above for the City of Santa Cruz, County of Santa Cruz, State of California, all as more particularly and in detail as shown upon the Standard Specifications and Bid Documents filed in the Office of the City Clerk of the City of Santa Cruz;

NOW, THEREFORE, we the Principal, and _____ a corporation organized and existing under and by virtue of the laws of the State of California, as surety, are held and firmly bound unto the City of Santa Cruz in the sum of _____ dollars (\$ _____) such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City of Santa Cruz, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assign jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, vendor supplies, or equipment as provided in the contract documents, upon, for, or about the performance of the work contracted to be done, or for any work or waiver thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or fails to pay any of the persons authorized under Civil Code Section 9100 to assert a claim against a payment bond, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal or his/her subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, or fails 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 and all

subcontractors with respect to such work and labor that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, will pay, in addition to the face amount hereof, a reasonable attorney's fee, to be fixed by the Court.

The condition of this obligation is such that its terms inure to the benefit of any of the persons and entities authorized in Civil Code Section 9100 to assert a claim against a payment bond so as to give a right of action to such persons or entities or their assigns in any suit brought upon or action to enforce liability on the bond.

The 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 shall in any manner affect its obligation upon this bond, and it does hereby explicitly waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, and further explicitly hereby waives its rights under Civil Code Section 2819.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this ____ day of _____, 20__, and duly signed by its undersigned representation, pursuant to authority of its governing body.

PRINCIPAL

SURETY

CITY ATTORNEY
Approved as to Form

END OF SECTION

SECTION 00 62 91

**DIVISION OF APPRENTICESHIP STANDARDS FORM –
DAS FORM 140**

(To be submitted by Successful Bidder with Agreement)

Refer to Exhibit F

END OF SECTION

SECTION 00 62 92

REQUEST FOR DISPATCH OF AN APPRENTICE

(Do not send this form to DAS)

Refer to Exhibit G

END OF SECTION

SECTION 00 72 13
GENERAL CONDITIONS

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ARTICLE 1— DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms
 - 1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 - 2. Agreement—The written instrument, executed by City and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties, and designates the specific documents that are Contract Documents.
 - 3. Allowance— Is for materials or work that is known to definitely be required, but which cannot be specified with adequate detail. Such materials or work are

describable in general terms and their cost can be estimated. Each Allowance requires the City approval and authorization prior to any progress payments for the Allowance.

4. Application for Payment—The document prepared by Contractor, in a form acceptable to City, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. Bid—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. Bidder—An individual or entity that submits a Bid to City.
7. Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
8. Bidding Requirements—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
9. Change Order—A document which is signed by Contractor and City and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
10. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Construction Manager concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents.
11. City—The City of Santa Cruz, California, which is the entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The terms “City” and “Owner” have the same meaning. The term “City Council” means the duly elected governing board of the City.
12. City Representative-The Program Manager, Construction Manager or Engineer acting on behalf of the City during the construction period with duties, responsibilities and limitations of authority as set forth in the Agreement and Contract Documents.
13. Claim - Any request by Contractor, duly submitted in compliance with the requirements set forth in Article 12 and Article 17, seeking an adjustment of Contract Price and/or Contract Times; or seeking other relief related to the Project
14. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
15. Construction Manager (CM)— The individual or entity so designated in the Agreement and with the roles and responsibilities as set forth in Article 10 of these General Conditions.

16. Contingency— Is for the sole use of City to cover unanticipated costs for specific items of Work not completely defined in the Contract Documents. Use of Contingency requires the City approval and authorization prior to any progress payments for the additional work.
17. Contract—The entire and integrated written contract between City and Contractor concerning the Work.
18. Contract Documents—Those items so designated in the Agreement, and as modified by Change Order, including but not limited to Drawings and Specifications, and which together comprise the Contract.
19. Contract Price—The money that City has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
20. Contract Times—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
21. Contractor—The party that has entered into a contract with the City for performance of the Work provided for in the Contract Documents.
22. Cost of the Work—As defined in Article 13.
23. Director—The Water Department Director for the City of Santa Cruz, acting either directly or through properly authorized agents acting within the scope of the particular duties delegated to them, including those designated as the City's Representative.
24. Deputy Water Director—Engineering Manager for City of Santa Cruz Water Department.
25. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
26. Effective Date of the Contract—The date, indicated in the Agreement, on which the Contract becomes effective.
27. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
28. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
29. Engineer—The individual or entity named as such in the Agreement.
30. Field Order—A written order issued by Construction Manager which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

31. Final Completion—The time at which the entire Work is complete, including completion and acceptance of all punch list corrections, as deemed by the City.
32. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
33. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
34. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
35. Milestone—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
36. Notice of Award—The written notice by City to a Bidder of City's acceptance of the Bid.
37. Notice of Completion - A document executed by the Director, as authorized by the City Council, and filed with the County Recorder, signifying the date that the entire Work has been completed and accepted by the City.
38. Notice to Proceed—A written notice by City to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
39. Program Manager (PM)—The entity so designated in the Agreement.
40. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
41. Project—The total undertaking to be accomplished for City by engineers, contractors, and others, including planning, study, design, construction, materials, equipment, testing, commissioning, and start-up, and of which the Work to be performed.
42. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
43. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Construction Manager's and Engineer's review of the Submittals.

44. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
45. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
46. Site—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by City which are designated for the use of Contractor.
47. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
48. State Specifications— Current edition of the California Department of Transportation (Caltrans) Construction Contract Standards. Where the terms "State" or the "Engineer" are used within the State Specifications, they shall be considered as meaning the "City" or "Director" as defined in these General Conditions.
49. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work. Trucking firms, testing laboratories, and consultants, whether employed by Contractor or any Subcontractor, are considered Subcontractors.
50. Submittal—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Construction Manager or Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; City-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Construction Manager or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
51. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the City, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
52. Successful Bidder—The Bidder to which the City makes an award of the Contract.
53. Supplementary Conditions—The terms and conditions that amend or supplement these General Conditions.

54. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor. Firms that rent construction equipment or machinery used in the Work are considered Suppliers when such rental firm does not operate the equipment or machinery for performance of the Work.
55. Technical Data
- a. Those items expressly identified as Technical Data in the Instructions to Bidders, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
56. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
57. Unit Price Work—Work to be paid for on the basis of unit prices.
58. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
59. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by City and recommended by Construction Manager, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a

subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by City, Engineer or Construction Manager. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Construction Manager any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. Day: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective Work: The term “Defective Work,” refers to Work that is unsatisfactory, faulty, omitted, incomplete, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. Furnish, Install, Perform, Provide
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four

words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2— PRELIMINARY MATTERS

2.01 Delivery of Bonds and Insurance

- A. Performance, Payment, Other Bonds: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City the performance bond, payment bond, and other bonds (as applicable) on forms provided by the City.
- B. Evidence of Contractor’s Insurance: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6 of the General Conditions (as may be modified by the Supplementary Conditions).

2.02 Copies of Documents

- A. City (or Construction Manager, acting on behalf of City) shall furnish to Contractor one printed copy of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional paper copies will be furnished upon request at the City’s cost of reproduction.
- B. City shall maintain and safeguard an official version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals, according to the City’s record retention policies.

2.03 Before Starting Construction

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Construction Manager for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by City, Construction Manager, Engineer, Contractor, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and

other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference, City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Construction Manager, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Construction Manager.
 - 1. The Progress Schedule will be acceptable to Construction Manager if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose responsibility on Construction Manager for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Construction Manager and Engineer if it provides a workable arrangement for reviewing and processing the required Submittals. Schedule of Submittals will be jointly accepted by both Construction Manager and Engineer.
 - 3. Contractor's Schedule of Values will be acceptable to Construction Manager as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the City, Construction Manager, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then City, Construction Manager, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3— CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

- B. Any part of the Work not mentioned or expressly addressed in the Contract Documents but is reasonably inferable or ordinarily implied by the Contract Documents shall be provide by Contractor as if fully described and set forth in the Contract Documents.
- C. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- D. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- E. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- F. Engineer or Construction Manager will issue clarifications and interpretations of the Contract Documents as provided in the General Conditions and elsewhere in the Contract Documents.
- G. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- H. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between City, Construction Manager, or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of City, Construction Manager, or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of City, Contractor, Construction Manager, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to City, Construction Manager, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Construction Manager any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Article 11.
2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Construction Manager in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Article 11.
3. Contractor shall not be liable to City or Construction Manager for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and City shall submit to the Construction Manager in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Construction Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
 1. Such matters are subject to the order of precedence of the Contract Documents set forth in Article 5 the Agreement.

2. Engineer will be the interpreter of the requirements of the Drawings, Specifications (including applicable standard specifications, if any, such as State Specifications, as applicable) of Divisions 02-49 ("Technical Specifications"), and engineering and technical matters of the Contract Documents related to the Project design, and will respond to RFIs regarding the Project's design and engineering and technical matters.
 3. Construction Manager will be the interpreter of the Contract Documents regarding administrative and procedural requirements, including the documents in Division 00 ("Bidding and Contracting Requirements") and the Division 01 General Specifications.
 4. Engineer and Construction Manager will jointly confer with each other concerning matters related to the acceptability of the Work and either Construction Manager or Engineer will render the necessary interpretation or clarification.
- B. Construction Manager and Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Written clarification, interpretation, or decision by Engineer and Construction Manager will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on City, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Construction Manager and Engineer will promptly jointly notify City, and Contractor in writing that Construction Manager and Engineer are unable to provide a decision or interpretation. If City and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without City's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4— COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times

- A. The Contract Times will commence to begin on the date of the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.
- B. Not less than 24 hours prior to starting Work at the Site, Contractor shall furnish notice to Construction Manager and City of Contractor's intent to start the Work at the Site.

4.03 Reference Points

- A. City shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of City. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Construction Manager for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with City. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If City, Construction Manager, Engineer, or anyone for whom City is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price and Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. Uncontrollable Delays: If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of City,

Contractor, and those for which they are responsible, then Contractor may be entitled to an equitable adjustment in Contract Times. An adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Force Majeure Events:
 - a. Acts of god, severe and unavoidable natural catastrophes such as fires, floods, epidemics, pandemic, tidal waves, and earthquakes;
 - b. Abnormal weather conditions;
 - c. Acts or failures to act of third-party utility owners or other third-party entities not under the reasonable control of either City or Contractor (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - d. Acts of war or terrorism.
 - e. Labor strikes, labor disputes, freight embargoes, and shortages of materials beyond the reasonable control of Suppliers and others for whom Contractor is responsible.
2. Such delays must be not less than five hours' duration per day to qualify under this provision.
3. Further Conditions on Certain Force Majeure Delays:
 - a. Material Shortages: Upon Contractor's submittal of satisfactory proof to Construction Manager, shortages of materials may be grounds for an extension of the Contract Times. Such documentation must demonstrate that Contractor has made every effort to obtain such materials from all known Suppliers within reasonable reach of the Site. Only the physical shortage of materials, caused by unusual circumstances, will be grounds for an extension of the Contract Times. No consideration will be given to any Change Proposal or Claim that materials could not be obtained at a reasonable, practical, or economical cost, unless it is demonstrated to Construction Manager's and City's satisfaction that such materials could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. An extension of the Contract Times for shortage of materials will not be considered for materials ordered or delivered late or whose availability is affected by mishandling of procurement by Contractor, Subcontractor or Supplier. This provision applies equally to equipment to be incorporated into the Work.
4. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - a. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

- b. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - c. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
 - d. Contractor shall make all reasonable efforts to remove or eliminate the cause for delay, disruption, interference, or default, and will upon cessation of the cause, Contractor shall diligently pursue performance of its contractual obligations.
5. Weather-Related Delays
- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work on the critical path at the time of the delay.
 - b. The existence of abnormal weather conditions will be determined in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds ½ inch of precipitation.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 32 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 110 degrees Fahrenheit.
 - iii) A high wind warning has been issued.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the National Weather Service and weather monitoring station nearest to the Project site.
 - 3) The time allowance of work is based upon the inclusion of 10 bad weather days. A bad weather day will not be considered as working days, unless construction work is performed despite the weather.
 - 4) The Contractor shall base the construction schedule upon the inclusion of the number of days of bad weather days specified in this Section. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.
 - 5) The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal

weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

- 6) The Contractor shall assume responsibility for monitoring the National Weather Service weather forecast on a daily basis during the Project and notify the City when a bad weather day is predicted to occur. Notification of a bad weather day shall be given the day prior, or the day of occurrence, whichever is earlier. Notification shall be given via e-mail or other written means.
- D. Each Contractor's request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as City or Construction Manager may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- E. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- F. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- G. Failure to comply with the requirements of this Article 4 shall result in Contractor waiving any right to adjustments to Contract Price or Contract Times.

4.06 Notice of Delays

- A. When Contractor foresees or is aware of a delay in the prosecution of the Work:
1. When the delay entitles Contractor to a change in the Contract Times, submit Change Proposal therefor in accordance with Article 11 of these General Conditions, within the time limits set forth in Paragraph 11.09.
 2. When the delay does not entitle the Contractor to a change in the Contract Times, give Construction Manager and Engineer prompt notice thereof. Contractor is responsible for preparation of recovery schedules and for all costs associated with

making up the lost time and consequences of failing to comply with the Contract Times.

ARTICLE 5— SITE CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. City shall provide the lands, rights-of-way, and easements upon which the Work is to be provided, and such other lands as may be designated on the Drawings for Contractor's use. Contractor shall confine its operations to within these limits.
- B. Contractor shall provide for all additional lands and access thereto that may be required for temporary facilities or storage of materials and equipment.
- C. Right-of-Ways Delays
 - 1. If performance of the Work is delayed because of City's failure to acquire or provide lands for the Work, an extension of the Contract Times will be provide pursuant to provisions of Article 11 of the General Conditions and other provisions of the Contract Documents. Such change of the Contract Times is conditioned that such delay adversely affects Contractor's ability to comply with the Contract Times.

5.02 Use of Site and Other Areas

- A. Limitations on Use of Site and Adjacent Areas
 - 1. No material or equipment shall be stored where it will interfere with the safe passage of public traffic or the traffic of City and entities retained by City, and at the end of each day's work and at other times when construction operations are suspended for any reason, Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic, the City, and entities retained by the City. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
 - 2. Obstruction along the line of the Work, such as mailboxes or newspaper boxes, posts, fences, culverts, improvements, and similar types of site improvements, which interferes with the Contractor's operation shall be carefully removed and replaced by Contractor as soon as possible in a condition equal to preconstruction conditions or better. Trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and other improvements and facilities adjacent to the Work shall be protected from injury or damage.
 - 3. If such objects are injured or damaged by reason of Contractor's operations they shall be replaced or restored at Contractor's expense. The facilities shall be replaced or restored in accordance with the Contract Documents; if not expressly addressed in the Contract Documents, restore to preconstruction condition. When it becomes necessary for Contractor to remove an existing fence as an obstruction to the Work, Contractor shall provide the necessary temporary fencing to be functionally as effective as the original for protection of livestock, equipment, or property.
 - 4. Only those trees specifically designated for removal on the Drawings or as otherwise indicated in the Contract Documents for removal shall be removed except with specific approval of the Director. Tree branches that extend over the Work and must be removed, shall be cut off at the bole in a competent manner. Contractor shall then remove other branches so that the tree will present a balanced appearance. Scars

resulting from the removal of branches shall be treated with a heavy coat of an approved tree seal. The Director may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility.

5. Cost of such repairs shall be borne by Contractor and may be deducted (as a set-off) from payments due or Contractor under the Contract.
 6. No direct payment will be made by reason of the provisions of this article and all costs in connection therewith shall be included in the Contract Prices.
 7. Contractor, employee, and agents, shall at all times observe and comply with all conditions imposed by any instrument granting the right to enter upon property for the purpose of performing the Work, including, but not limited to, all conditions relative to the prevention and suppression of fires.
- B. Rights in Land and Use of Property: Nothing in the Contract allows Contractor to make arrangements with any person for occupancy or use of any land, structure, or building at the Site for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any owner, former owner, or tenant of such land, structure or building. Contractor shall not use the Site for any purpose other than performance of the Work.
- C. Trespass: Contractor shall be responsible for damage and injury caused on property by trespass by Contractor, or anyone for whom Contractor is responsible during the Work, whether such trespass was committed with or without the consent or knowledge of Contractor.
- D. Removal of Debris During Performance of the Work
1. During the progress of the Work, Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- E. Cleaning
1. Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by City. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- F. Loading of Structures:
1. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.
- 5.03 Subsurface and Physical Conditions
- A. Reliance by Contractor on Technical Data: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Instructions to Bidders with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.50.b.

- B. Limitations of Other Data and Documents: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against City, Program Manager, Construction Manager, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. Pursuant to California Public Contract Code Section 7104, when the Work involves other excavations below the ground surface:
1. Contractor shall promptly, and before the following conditions are disturbed, notify Construction Manager and Engineer in writing of any:
 - a. Material that Contractor believes may constitute a Hazardous Environmental Condition, as defined in Paragraph 1.01.A of these General Conditions and as set forth in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with Laws and Regulations;
 - b. Subsurface or latent physical conditions at the Site differing from those indicated in the Contract Documents (Type I Differing Site Condition); and
 - c. Unknown physical conditions at the 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 (Type II Differing Site Condition).
 2. Contractor's written notice shall inform Engineer and Construction Manager of how such conditions affect its work and, where appropriate, shall indicate recommended methods to overcome such conditions.
- B. Differing site conditions do not include:
1. All that is indicated or reasonably interpreted from the Contract Documents or reference documents;
 2. All that could be reasonably visually observed at the Site;
 3. Conditions that are materially similar to or characteristically the same as those indicated or described in the Contract Documents or reference documents; and
 4. Conditions where the location of a component of the Work is in the proximity where indicated in or reasonably interpreted from the Contract Documents or reference documents.

- C. Engineer and Construction Manager will promptly investigate the conditions identified and described in Contractor's written notice, and if Engineer and Construction Manager determine that the conditions differ materially so, or do involve a Hazardous Environmental Condition, and will result in a change in the Contract Price or Contract Times, the City, Construction Manager, and Engineer will issue a Work Change Directive or proposal request (to be followed by Contractor's Change Proposal and eventually a Change Order), in accordance with the Contract Documents.
- D. When a disagreement arises between City with its consultants and the Contractor, regarding whether the conditions materially differ, or involve a Hazardous Environmental Condition, or cause a change in the Contract Price or Contract Times, Contractor will not be excused from compliance with the Contract Times and shall proceed with all Work. Contractor retains any and all rights provided either by Contract or by Laws and Regulations which pertain to the resolution of disagreements between the parties.
- E. If Contractor discovers archaeological or historical resources during construction, the work in the affected area shall immediately cease and Contractor shall immediately notify Construction Manager (not later than 24 hours after discovery). City will have ownership of archaeological and historical resources discovered or revealed by Contractor.

5.05 Underground Facilities

- A. In general, location of existing Underground Facilities shown on the Drawings are approximate. Such information was obtained from utility owners' maps and City does not guarantee either the correctness of locations or the extent of such location. Minor lines such as service laterals to buildings or structures are general not shown on the Drawings. Contractor is responsible for ascertaining exact location of Underground Facilities within the Contract Price and Contract Times.
- B. Unless otherwise allowed in the Contract Documents or by express permission from utility owner, Contractor shall not interrupt or stop utility services provided via Underground Facilities. Where interruption of services is allowed or required, Contractor shall provide disconnection and reconnection of the associated utility or service within the Contract Price and Contract Times, regardless of whether by Contractor's or Subcontractor's workers or by utility owner.
- C. In accordance with California Government Code Section 4215, City has responsibility for the timely removal, relocation or protection of existing main or trunk line Underground Facilities located at the Site, if such Underground facilities are not shown or indicated on the Drawings or elsewhere in the Contract Documents. City will compensate Contractor for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating existing Underground Facilities at the Site and not shown or indicated with reasonable accuracy on the Drawings or other Contract Documents. City will also compensate Contractor for cost of equipment at the Site necessarily idled during such delay in the Work associated unanticipated Underground Facilities. In the event of such delay, Contractor will be eligible for a change in the Contract Price and the Contract Times; a change in the Contract Times is conditioned on the delay adversely affecting Contractor's ability to comply with the Contract Times.
- D. Nothing in this provision or elsewhere in the Contract Documents will require City to indicate the presence of existing Underground Facilities whenever the presence of such Underground Facilities at the Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Site; provided, however, that nothing in this provision or the Contract Documents shall relieve

City from identifying Underground Facilities on the Drawings or elsewhere in the Contract Documents.

- E. Nothing in this provision or the Contract Documents precludes City from pursuing any appropriate remedy against utility owners for delays which are the responsibility of the utility owner.
- F. Nothing in this provision or elsewhere in the Contract Documents will relieve utility owner from any obligation required either by Laws or Regulations or by contract to pay the cost of removal or relocation of existing Underground Facilities or utility facilities visible aboveground.
- G. If, while performing the Work, Contractor discovers Underground Facilities not shown or indicated on the Drawings or elsewhere in the Contract Documents, Contractor must immediately notify City and utility owner in writing, with a copy of such notice submitted to Construction Manager and Engineer.
- H. Either City or utility owner, whichever owns existing Underground Facilities located at the Site, shall have sole discretion to effect repairs or relocation work or to permit Contractor to perform such repairs or relocation work at a reasonable price.
- I. Contractor shall work around public Underground Facilities that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and Contractor will be held liable to the owner of such Underground Facilities for damage or interference with service resulting from Contractor's operations.
- J. Exact locations of Underground Facilities within the construction area shall be ascertained by Contractor before using equipment or methods that may damage or interfere with service resulting from Contractor's operations. Contractor is responsible for notifying owners of Underground Facilities that Contractor is working in the vicinity of such Underground Facilities.
- K. City or others may be engaged in moving or reconstructing Underground Facilities or maintaining service of Underground Facilities, and Contractor shall cooperate with such entities and conduct Contractor's operation in such a manner as to avoid unnecessary delay or hindrance to the work being performed by such other entities.
- L. City owns, operates, and maintains its own water distribution and wastewater collection systems and will cooperate with Contractor insofar as it is reasonable and practicable.

Full compensation for conforming to the requirements of this article, not otherwise provided for, shall be considered as included in the Contract Price for the various contract items of Work.

5.06 Hazardous Environmental Conditions at Site

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. those reports known to City relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 - 2. drawings known to City relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 - 3. Technical Data contained in such reports and drawings.
- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Instruction to Bidders with respect to such reports and drawings, but such reports and drawings are not Contract

Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.50.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against city, Program Manager, Construction manager, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify City, Construction Manager, and Engineer (and promptly thereafter confirm such notice in writing). City shall promptly consult with Construction Manager and Engineer concerning the necessity for City to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Construction Manager and Engineer, City shall take such actions as are necessary to permit City to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then City may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after City has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If City and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then

within 30 days of City's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or City may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11 of these General Conditions. City may have such deleted portion of the Work performed by City's own forces or others in accordance with Article 8 of these General Conditions.
- I. To the fullest extent permitted by Laws and Regulations, City shall indemnify and hold harmless Contractor, Subcontractors, Program Manager, Construction Manager, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates City to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless City, Program Manager, Construction Manager, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 of these General Conditions do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6— BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Surety Qualifications

- 1. Performance bond, payment bond, and any other bonds required by the Contract Documents shall be issued by a surety on the forms bound in the Contract Documents. Bonds shall serve as security for the faithful performance and payment of all of Contractor's obligations under the Contract and are required to be

satisfactory to the City. Contractor shall pay all bond premiums and costs. Surety shall be authorized to issue surety bonds in the State of California. Bonds shall be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, US Department of the Treasury. Each bond must be signed by both the Contractor and surety. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

2. The bonds shall contain a provision that the surety thereon waives the provisions of Section 2819 of the Civil Code of the State of California. Contractor and surety shall warrant to the City that the surety is licensed by the California Secretary of State to conduct business in the State of California and surety shall provide proof of its authorization to conduct business in the State of California.
 3. Surety shall be certified by the Federal Department of the Treasury for \$50 million or higher and shall have an A.M. Best rated A:VII or higher.
- B. Contractor agrees to be responsible for any additional security if required by the City as specified in the Supplementary Conditions.
- C. Payment Bond:
1. The Payment Bond (or "Bond for Labor and Material") shall be in the amount of 100 percent (100%) of the Contract Price, and shall inure to the benefit of persons performing labor, furnishings materials, or both, in connection with the Work. City shall be the obligee on the Payment Bond.
 2. Payment Bond shall be maintained in full force and effect until all Work is completed and accepted by the City, and until all claims for materials and labor have been paid, whichever is later.
 3. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the Payment Bond. City may furnish copy of the Payment Bond to such entities upon their request to City.
- D. Performance Bond:
1. Performance Bond (or "Bond for Faithful Performance") shall be in the amount of 100 percent (100%) of the Contract Price, and shall be so conditioned as to ensure the faithful performance by Contractor of all Work in accordance with the Contract Documents. Performance bond shall also ensure the replacing of, or making acceptable, any defective Work.
 2. Performance Bond shall remain in effect for one (1) year (unless otherwise specified in the Supplementary Conditions) after final payment has been accepted by Contractor and until Final Completion, as guaranty for Contractor's performance of all obligations, including, warranties, guarantees, maintenance, to correct and remedy defective Work, and payment of damages.
- E. Maintenance/Warranty Bond: In lieu of having the Performance Bond remain in effect for one year after final completion and performance of all obligations, including, warranties, guarantees of these General Conditions (as may be modified by the

Supplementary Conditions), whichever is later, a maintenance bond (or “warranty bond”) in the amount of 10 percent of the final Contract Price, may be substituted, if furnished to City in acceptable form after the Work is eligible for final payment and prior to when City issues final payment to Contractor. Unless otherwise specified in the Supplementary Conditions, such maintenance bond shall remain in effect for a period of one year after the date of Final Completion as guaranty for Contractor’s obligations including warranties, guarantees, maintenance, and to correct and remedy defective Work. A partial occupancy of a part of the Work consistent with Paragraph 15.04 of these General Conditions may cause the correction period to commence to only that part of the Work which becomes partially occupied or actually used prior to Final Completion.

- F. Replacement of Surety: Should any surety or sureties be deemed unsatisfactory at any time by the City, notice will be given the Contractor and Contractor shall promptly substitute a new surety or sureties satisfactory to the City. No further payment shall be due Contractor under the Contract until the new sureties shall qualify and be accepted by the City and the required bonds are furnished to and accepted by the City.
- G. Changes in the Work or extensions of time made pursuant to the Contract Documents shall in no way release the Contractor or surety from its obligations. Contractor shall have the responsibility to communicate any Contract modifications to surety and to revise the duration and amount of the Performance Bond and Payment as required. All changes in the Contract Price will be deemed to include compensation sufficient for Contractor to revise the Performance Bond and Payment Bond.

6.02 Insurance—General Provisions

- A. Requirements are in the Supplementary Conditions.

6.03 Contractor’s Insurance

- A. Requirements are in the Supplementary Conditions.

6.04 Property Insurance

- A. Requirements for builder’s risk insurance or an installation floater (when allowed) are in the Supplementary Conditions.

6.05 Losses; Subrogation

- A. Requirements are in the Supplementary Conditions.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder’s risk and other policies of property insurance required by Paragraph 6.04 (or the Supplementary Conditions) will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insured, and give notice to such other insured that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insured, or to the named insured that purchased the policy in its own right and as fiduciary for other insured, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder’s risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in

interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7— CONTRACTOR’S RESPONSIBILITIES

7.01 Contractor’s Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not City-delegated professional design services under this Contract, and neither City, Program Manager, Construction Manager, nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.
- C. Contractor shall identify each item of construction equipment and machinery, other than small tools and hand tools, by affixing an identifying number plainly stenciled or stamped on such equipment or machinery at a conspicuous location. Manufacturer, model, and empty gross weight of each item of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on such item. Gross weight shall be either the manufacturer’s rated weight or the scale weight.
- D. Alternative Construction Equipment and Machinery: Where the Contract Documents require use of a certain type of construction equipment or machinery for the Work, and Contractor proposes a substitute or equivalent item, comply with requirements of Paragraphs 7.05 and 7.06 of these General Conditions.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to City and Construction Manager, except under extraordinary circumstances. If the City required prequalification for the Project, Contractor shall assign its prequalification-designated superintendent to the Project.
- C. Contractor shall designate in writing before starting the Work an authorized representative who shall have complete authority to represent and act for Contractor. If the City required prequalification for the Project, Contractor shall assign its prequalification-designated authorized representative to the Project. Where Contractor is a joint venture or otherwise comprised of two or more partners or corporations, Contractor shall designate in writing to City and Construction Manager the name of Contractor’s authorized representative who shall have full authority to direct the Work

and to whom communications may be directed by Construction Manager. Contractor's authorized representative shall be indicated in writing to City and Construction Manager not later than the preconstruction conference required by Paragraph 2.04 of these General Conditions. Contractor's representative will typically be Contractor's designated project manager. In addition, Contractor shall identify in writing to City and Construction Manager the name of Contractor's designated Site superintendent, who shall be at the Site at all times when work is in progress at the Site.

- D. Contractor is not an agent of the City, nor does Contractor have any direct, contractual relationship with Program Manager, Construction Manager, or Engineer.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to City, Construction manager, and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Character of Workers: If any worker at the Site, whether employed by Contractor or Subcontractor, fails or refuse to carry out the directions of the Director or appears to the Director to be incompetent or to act in a disorderly or improper manner, the worker shall be removed from the Site immediately on the request of the Director, and such persons shall not again be employed on the Work. Nothing in this provision gives rise to any duty or obligation on the part of City, Construction Manager, or Engineer to monitor the work or competency of Contractor's workers at the Site.
- D. Hours of Labor: Eight hours of labor constitutes a day's work. Contractor shall forfeit as a penalty to City up to \$25 for each worker employed on the Work for each day during which such worker is required or permitted to labor more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 to 1815, inclusive, except as provided for under Labor Code Section 1815.
- E. Working Hours: Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Supplementary Conditions, all Work at the Site will be performed during regular working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. Contractor will not perform Work between the hours of 5:00 p.m. and 8:00 a.m. nor on a Saturday, Sunday, or any legal or City-observed holiday, except with the City's prior written consent (which will not be unreasonably withheld), or except in case of an emergency. The Contractor shall request the City's consent at least 48 hours and specify the location, duration, and type of work proposed to be performed outside of normal construction working hours or on a Saturday, Sunday, or legal or City-observed holiday. Any construction work done without such notice and without the City's prior written consent may be subject to inspection, required to be removed, or replaced at the Contractor's sole expense.
- F. Legal Holidays recognized by applicable collective bargaining agreements as requiring holiday pay may not be considered working days if no construction work is performed.
- G. City observed holidays are not working days and no construction work shall be performed on such days. Holidays that occur on a weekend will be observed on a

weekday. City-observed holidays are New Year's Day, Martin Luther King Day, President's Day, Farm Worker Appreciation Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

- H. Contractor shall minimize any noise generated during working hours; and maintain compliance with the City's noise ordinance, Santa Cruz Municipal Code (SCMC) sections 4.14.070 and 9.36.010 or Santa Cruz County Code (SCCC) sections 8.30.010 and 1.13.070. Violations of the SCMC or SCCC can result in administrative or criminal citations, and financial penalties.
- I. No noise generating activities, including but not limited to running or maintaining diesel equipment, sawcutting, jackhammering, idling vehicles, back-up alerts shall be done between the hours of 6:00 p.m. and 8:00 a.m.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, startup, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
 - 1. Water, as required for City projects, may be obtained at City-owned hydrants provided that application is made to the City Water Department and permission obtained with provision for payment.
 - 2. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of City. If required by Engineer or Construction Manager, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- B. In general, materials and equipment indicated in the Contract Documents without definition of quality shall be consistent with the quality of adjacent or related materials, and equipment.
- C. Any method of installation, finish, or workmanship required by the Contract Documents without definition or standard shall be provided consistent with adjacent or related construction.
- D. Necessary material, equipment, or activity not called for, but reasonably implied as necessary for proper completion of the Work shall be provided consistent with adjacent or related materials and equipment in accordance with good practice.
- E. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- F. City's Property Rights in Materials and Equipment
 - 1. Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been installed into the permanent construction, or after payment has been made for 80 percent of the value of materials or equipment (as applicable) delivered to the Site, whether or not they have been

installed. All such materials and equipment shall become City's property upon being so installed upon payment of such 80 percent of the value of said materials or equipment (as applicable) delivered to the Site or otherwise paid for by City.

2. City's ownership does not mitigate or reduce Contractor's responsibility for protection of materials and equipment and adjoining property, as set forth in the Contract Documents.

G. Ownership of Materials Removed from Work Areas

1. Title to water and to the right to the use of all water, to all soil, stone, gravel, sand, minerals, and all other materials developed or obtained in the excavation or other operations by Contractor and the right to use or dispose of the same, are hereby expressly reserved in the City and neither Contractor, nor any Subcontractor or any worker shall have any right, title, or interest in or to any part thereof; neither shall they assert or make any claim thereto. Contractor may be allowed to use in the Work without charge any such materials which meet the requirements of the Contract Documents.

7.05 "Or-Equals"

- A. Contractor's Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or-equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to City.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the City or increase in Contract Times; and

- 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
 2. Where the Contract Documents require use of specific procedures or methods, Contractor may propose, in accordance with this Paragraph 7.05 and associated provisions of the Contract Documents, use of an equivalent procedure or method on the same basis as for “or-equal” items of materials and equipment.
 3. Submit requests for approval of a proposed “or-equal” to Engineer, with concurrent copy to Construction Manager.
- B. Contractor’s Expense: Contractor shall provide all data in support of any proposed “or-equal” at Contractor’s expense.
- C. Engineer’s Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item, procedure, or method is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination. Engineer’s decision on the proposed “or-equal” will be in writing and copied to Construction Manager.
- D. Effect of Engineer’s Determination: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. Treatment as a Substitution Request: If Engineer determines that an item of equipment or material, or a procedure or method required by the Contract, proposed by Contractor does not qualify as an “or-equal”, Contractor may request that Engineer consider the proposal a proposed substitute pursuant to Paragraph 7.06 of the General Conditions and related provisions of the Specifications.
- F. Pursuant to California Public Contract Code, Section 3400 et seq., Contractor has at least 35 days after award of the Contract for submission of complete request for approval of “or-equal” items or procedures.

7.06 Substitutes

- A. Contractor’s Request; Governing Criteria: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. Where the Contract Documents require use of a specific procedure or method, Contractor may also request Engineer’s approval of a substitute procedure or method; although language of this Paragraph 7.06 is generally regarding substitute materials and equipment, similar requirements apply to requested substitutes procedures and methods. To the extent possible such requests must be made before commencement of related construction at the Site and is subject to time limitations, if any, for such requests as required by the Contract Documents. Requests for approval of substitutes shall be submitted to Engineer, copied to Construction Manager; Engineer’s response(s) will be to Contractor and copied to Construction Manager.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the proposed substitute item of material or equipment is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing (with copies to Construction Manager) of any negative determination.

- C. Special Guarantee: City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse City for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with City) resulting from the acceptance of each proposed substitute.
- E. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.
- G. Pursuant to California Public Contract Code, Section 3400 et seq., Contractor has at least 35 days after award of the Contract for submission of complete request for approval of substitute items or procedures.

7.07 Concerning Subcontractors Suppliers, and Others Performing Work

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to City. Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to City to perform and complete the Work in accordance with the Contract Documents.
 - 1. Where Contractor has indicated in its Bid the identity of certain Subcontractors or Suppliers, Contractor shall retain such Subcontractors and Suppliers for the work, unless certain Subcontractor(s) or Supplier(s) are rejected by City.
- B. Contractor shall submit to the City a list of Subcontractors, Suppliers, or other individuals, or entities who will perform work, labor or render services to the Contractor in excess of one-half of one percent of the Contractor's total Bid together with the portion of the work or services provided which will be done by each such Subcontractor, Supplier, or other individual or entity in accordance with Public Contract Code section 4104.
 - 1. The Contractor shall perform with his/her own organization and with workers under his/her immediate supervision, Work of a value not less than fifty percent (50%) of the value of all Work covered by the Contract, unless otherwise stated in the Supplementary Conditions.
- C. Contractor shall comply with California Public Contract Code Sections 4100 et seq, inclusive, relating to subletting and subcontracting. Any violation of the statute entitles the City at its sole discretion to assess penalties of either 10% of the value of the subcontract at issue on the Contractor, terminate the Contract, and seek other legal penalties.

After the bid is accepted, Contractor may not substitute a new Subcontractor in place of a Subcontractor listed in the original bid, except with the City's consent and in accordance with the requirements of Public Contract Code Section 4107.

- D. In no case shall the use of Subcontractors or Suppliers in any way alter the position of Contractor or its surety with relation to the requirement to complete the Work in accordance with the Contract Documents. When a Subcontractor or Supplier is used, the responsibility for every portion of the Work performed by such Subcontractor or Supplier shall still remain with Contractor.
- E. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- F. Subcontracts and purchase orders valued at more than \$25,000 with Subcontractors and Suppliers shall be pursuant to an appropriate contractual agreement with Contractor that includes a provision that Subcontractor and Supplier are bound to Contractor to the same extent that Contractor is bound to City by all applicable terms and conditions of the Contract. No subcontract or purchase order with Subcontractors and/or Suppliers shall bind or purport to bind the City.
- G. On a monthly basis, Contractor shall submit to Construction Manager a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal. The list of Suppliers shall be submitted on a City form furnished through Construction Manager.
- H. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers so that the Work can be completed in an orderly and coordinated manner without delay or unreasonable disruption.
- I. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- J. City may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- K. Contractor shall restrict all Subcontractors and Suppliers from communicating with City, Program Manager, Construction Manager, or Engineer, except through Contractor.
- L. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity, any contractual relationship between City and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of City to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.08 Patent Fees and Royalties

- A. Contractor is responsible for all costs (including, but not limited to, patent fees and royalties) arising from use of, and shall indemnify, defend, hold harmless, and save the City, its officials, officers, employees, agents, and Program Manager, Construction Manager, and Engineer and their respective officers, employees, subcontractors, and

consultants, harmless from liability of any nature and kind, including costs and expenses, for or on account of copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, equipment, device, or appliance manufactured, furnished, or used by Contractor in the Work, including their use by City, unless otherwise specifically stipulated in the Contract Documents.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. City will assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). City shall pay all charges of utility owners for connections for providing permanent service to the Work.
- B. Contractor shall comply with all necessary permits, licenses, and certificates of occupancy, and give all notices necessary and incident to the due and lawful prosecution of the Work, except as specifically provided otherwise in the Contract Documents.
- C. Fire Permits: Contractor shall obtain necessary fire permits from the properly constituted authority and comply with Santa Cruz County's and others' Laws and Regulations associated therewith.

7.10 Taxes

- A. The Contract Prices shall include full compensation for all applicable taxes and duties to be paid by Contractor, whether imposed by federal, state, or local governments relating to the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work, including as specified in Article 19.
 - 1. City and City's Consultants as listed in the Agreement shall have no responsibility for monitoring Contractor's compliance with any Laws or Regulations.
 - 2. Contractor shall promptly self-report violations of Laws and Regulations by Contractor, Subcontractors, Suppliers, or anyone for whom Contractor is responsible, to the appropriate authority or authorities having jurisdiction.
 - 3. Citation in or indication within the Contract Documents of any specific Laws or Regulations does not impart to such Laws or Regulations special significance or priority, nor does such citation in or indication within the Contract Documents of certain Laws and Regulations in any way diminish or reduce Contractor's obligation to comply with all Laws and Regulations. Such obligation shall be absolute regardless of whether certain Laws or Regulations are explicitly cited or indicated in the Contract Documents.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless City, Program Manager, Construction Manager, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03 of these General Conditions.

- C. City or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If City and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or City may initiate a Claim..

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one paper record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Construction Manager and Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Construction Manager

7.13 Safety and Protection

- A. Public Safety; Safety of Personnel at the Site and Adjacent Areas; Protection of Property
 - 1. Except as may be limited by Laws and Regulations, Contractor is solely and completely responsible for conditions of the Site and the Work, including safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. After final payment by City, Contractor's responsibility for safety and protection is in effect at all times when Contractor is onsite to correct or remedy defective Work or honor warranty obligations.
 - 2. For purposes of California Labor Code Section 6400 and related provisions of Laws and Regulations, Contractor and Contractor's privities and other entities engaged in the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of Laws or Regulations with respect to Contractor, Contractor's privities or other entities engaged in the Work.
 - 3. Contractor shall provide and maintain such temporary fences, barriers, lights, bridges, and signs and provide such flaggers and guards as necessary to give adequate warning to the public, City's employees, and other entities retained by City of the construction and of dangerous conditions to be encountered as a result thereof.

4. When Contractor's operations require one-way traffic or creates a condition hazardous to the public traffic, Contractor shall provide and station competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work.

B. Accident Prevention

1. Contractor shall comply with all pertinent safety Laws and Regulations and orders of the State of California, Department of Industrial Relations, Division of Industrial Safety, and U.S. Department of Labor, OSHA, and all other Laws and Regulations regardless of whether or not expressly indicated in the Contract Documents, and will take or cause to be taken such additional measures as may be necessary for the prevention of accidents.
2. Prior to commencing the Work, Contractor shall: (1) submit in writing the proposals for effectuating Contractor's provisions for accident prevention (to be submitted directly to City), and (2) meet in conference with the Director to discuss and develop mutual understandings relative to administration of an overall safety program, and those elements of Contractor's safety program with which the City and City's consultants are required to comply.
 - a. Do not submit Contractor's accident prevention plan or any Contractor's site-specific health and safety plan (HASP), collectively "Contractor's safety program", Construction Manager or Engineer. Submit such documents directly to City or City's safety consultant (if any), upon request of City or City's safety consultant.
 - b. City may retain the services of City's safety consultant for the Project. No services of City's safety consultant are for benefit of Contractor or any Subcontractor or Supplier; rather, City's safety consultant's service are solely for benefit of City.
 - c. Contractor will give due consideration of comments and suggestions by City, or City's safety consultant, or both, regarding Contractor's safety program and onsite procedures incident thereto.
 - d. Any review and comment by City or City's safety consultant on Contractor's safety program or conditions at the Site shall not, in any way, impose on City or City's safety consultant any obligation to monitor and comment on Contractor's safety programs or procedures incident thereto, nor shall it mitigate or reduce Contractor's sole responsibility for safety and protection relative to the performance of the Work.
 - e. Should City retain a City's safety consultant for the Project, City's safety consultant shall be included in all of Contractor's indemnification and defense obligations under the Contract. City's safety consultant, if any, shall be an additional insured on Contractor-furnished insurance (except for workers' compensation insurance and professional liability insurance), and shall be included in Contractor's obligation to have Contractor's insurance carrier waive its rights of subrogation against City's safety consultant, and other entities indicated in the Supplementary Conditions to be covered by such waiver of subrogation rights obligation.
3. During the Work, Contractor shall institute controls and procedures for the control and safety of persons visiting the Site.

4. Contractor shall maintain an accurate record of, and shall report to, the Director in writing, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment incident to work performed under the Contract.
 5. Compliance with the provisions of this Article by Subcontractors will be the responsibility of Contractor.
 6. No direct payment will be made by reason of the provisions of this Article and all costs in connection therewith shall be included in the Contract Price paid for various items of the Work.
- C. Safety Representative
1. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- D. Interference with Fire Hydrants, Highways, and Fences
1. Contractor shall conduct its construction operations to not close or obstruct highways, roads, or streets, or prevent in any way free access to fire hydrants until Contractor has obtained permits therefor from the proper authorities. If a highway required to be kept open is rendered unsafe by Contractor's operation, Contractor shall promptly make such repairs or provide such temporary guards as shall be acceptable to the authorities having jurisdiction and to the Director. Highway or street maintenance or repair work required by local authorities in connection with operations under the Contract shall be performed by Contractor within the Contract Price. Fences subject to interference shall be maintained as effective barriers consistent with the original intent, but upon approval of the Director, they may be moved or rearranged to facilitate prosecution of the Work until the Work is substantially complete, after which fences and barriers shall be restored to their in accordance with the Contract Documents; if not addressed in the Contract Documents, restore to original or better condition.
- E. Preservation of Property
1. Due care shall be exercised to avoid damaging existing structures and improvements, utility facilities, and adjacent property. The fact that any Underground Facility is not shown on the Drawings does not relieve Contractor of responsibility for ascertaining the existence of any underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.
- F. Contractor's Responsibility for Protection
1. Until the Final Completion, Contractor shall be responsible for protecting the Work and shall bear the risk of injury, loss, or damage, to any part thereof by the action of the elements or from any other cause, whether arising from execution or from non-execution of the Work. Materials and equipment to be incorporated into the Work include both those furnished by City and those furnished by Contractor, including materials and equipment for which Contractor has received partial payment as provided in the Contract Documents.
- G. Responsibility for Damages; Indemnification
1. City (including City Council) and its officers, employees, agents, and volunteers, and Construction Manager, and Engineer, and their respective officers, employees,

subcontractors, and consultants shall not be answerable or accountable in any manner, for loss or damage that may occur to the Work, or for construction equipment, machinery, or tools, or temporary facilities used in performing the Work, or for injury to any person or persons, either workers or the public; for damage to property from any cause which might have been prevented by Contractor or any person or entity for whom Contractor is responsible, against all of which injuries or damages to persons and property Contractor having control over such work must properly guard.

- a. Contractor is responsible for damage to person and property resulting from defective Work and from any cause whatsoever during the progress of Work until Substantial Completion (unless indicated otherwise in the certificate of Substantial Completion) and at any time thereafter when the Contractor is onsite to complete remaining Work or perform Contractor's obligations under the correction period or warranty obligations. Any Work that becomes damaged due to Contractor's failure to protect the Work prior to final completion and notice of acceptance shall be replaced or repaired to City's satisfaction by Contractor at no additional cost to the City.

H. Compliance with Safety Programs

1. Contractor shall comply with the applicable requirements of City's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions, Technical Specifications, or Exhibits.
2. Contractor shall inform City and City's Consultants of the specific requirements of Contractor's safety program with which employees and representatives of City and City's Consultants must comply while at the Site.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. Construction Manager shall promptly advise Engineer of the matter and, if Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

- A. Shop Drawing and Sample Requirements
 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 - 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 - 3. With each Shop Drawing or Sample, Contractor shall give Construction Manager and Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Construction Manager and Engineer for review and approval by Engineer in accordance with the accepted Schedule of Submittals.
- 1. Shop Drawings
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 - 2. Samples
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer and Construction Manager may require to enable Engineer and Construction Manager to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 - 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Engineer's Review of Shop Drawings and Samples

1. Engineer, potentially with comments from Construction Manager (regarding Samples), will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Construction Manager and Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's or review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, and Engineer's or Construction Manager's review and acceptance of any other Submittal that indicates a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Construction Manager's nor Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer and Construction Manager will record their respective times for accepting, reviewing, and processing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's and Construction Manager's charges to City for such time. City may

impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's and Construction Manager's charges to City for their acceptance, review, and processing time, and City may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and City-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and City-delegated designs:
 - a. Contractor shall submit all such Submittals to the Construction Manager and Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents. Engineer will review and take appropriate action on Submittals pertaining to the design of the Project, required quality of the Work, and similar matters of engineering or technical nature. Construction Manager will review and take appropriate action on administrative Submittals that do not pertain to the design or to engineering or similar technical matters. Only one entity will be furnish response to a given Submittal.
 - b. Construction Manager and Engineer, as applicable, will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's or Construction Manager's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Construction Manager or Engineer (as applicable) regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05 of these General Conditions.

- F. City-delegated Designs: Submittals pursuant to City-delegated designs are governed by the provisions of Paragraph 7.19 of these General Conditions.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to City that:

1. all materials and equipment used in or incorporated into the Work shall be new unless otherwise specified in the Contract Documents, of good quality, and free of liens, claims, and security interests of third parties; and
2. all Work will be of good quality and free from defects; and that the Work will conform with and will be in accordance with the Contract Documents. City, Construction Manager, and Engineer are entitled to rely on Contractor's warranty and guarantee. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- B. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City shall be entitled to rely on Contractor's warranty and guarantee. Neither the Notice of Completion nor the final payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty material or quality of Work.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
- D. City's rights under this warranty and guarantee are in addition to, and are not limited by, City's rights under the correction period provisions of Paragraph 15.08. The time in which City may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights.
- E. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- F. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of City's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Construction Manager or Engineer;
 - 2. Recommendation by Construction Manager or payment by City of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Construction Manager or Engineer or any payment related thereto by City;
 - 4. Use or occupancy of the Work or any part thereof by City;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The end of the correction period established in Paragraph 15.08;
 - 7. Any inspection, test, or approval by others; or
 - 8. Any correction of defective Work by City.
- G. If the Contract requires Contractor to accept the assignment of a contract entered into by City, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to City for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, Project Manager, Construction Manager, Engineer, and their respective officials, officers, directors, partners, employees, and authorized agents ("Indemnitees") from and against any and all claims, suits, actions, judgments, demands,

- liabilities, losses, damages, expenses, including attorneys' fees and costs of litigation(collectively, "Loss(es)"), arising from personal or bodily injuries, death, property damage, or otherwise, in any way related to, connected with, or resulting from the obligations or performance of the Work on the Project by Contractor, Subcontractors, Suppliers, and their respective employees, agents, or other third parties directly or indirectly employed by or under Contractor's, Subcontractors', or Suppliers' authority or control.
- B. In addition, Contractor shall defend, indemnify, and hold harmless the Indemnitees for any Losses related to the Work asserted by any Subcontractor, Supplier, or other third party against the Indemnitees arising out of any alleged act or omission of Contractor or any other Subcontractor, Supplier, or anyone directly or indirectly employed by Contractor, Subcontractor, or Supplier.
 - C. When state or federal funds are involved in the Project's funding or financing, Contractor shall defend, indemnify, and hold harmless the state and/or federal government agency or agencies and their respective officials, officers, directors, employees and agents. Such parties shall also be included as "Indemnitees" for purposes of the indemnification clause in 7.18A.
 - D. This provision shall not be deemed to require the Contractor to indemnify or hold harmless an Indemnatee for any Loss: 1) proximately caused by the sole or active negligence or willful misconduct of the Indemnatee, as determined by a court or other adjudicatory body of competent jurisdiction; 2) in the event that the City is required to indemnify and hold harmless the Contractor for Hazardous Materials pursuant to Paragraph 5.06(I) of these General Conditions.
 - E. Contractor acknowledges and agrees that Contractor's obligation to defend the City and the other Indemnitees arises at the time such Loss is tendered to Contractor by the Indemnatee and continues at all times until finally resolved, and/or decided by an adjudicatory body or a court of competent jurisdiction.
 - F. This provision shall survive the termination of the Agreement or the completion of the Work.

7.19 Delegation of Professional Design Services

- A. City may only require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the City-delegated design.
- B. Contractor shall cause such City-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the City-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. City, Construction Manager, and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under a City-

delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to a City-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by City or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8— OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the City may perform other work at or adjacent to the Site. Such other work may be performed by City's employees, or through contracts between the City and third parties. City may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If City performs other work at or adjacent to the Site with City's employees, or through contracts for such other work, then City shall give Contractor written notice thereof prior to starting any such other work. If City has advance information regarding the start of any third-party utility work that City has arranged to take place at or adjacent to the Site, City shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and City, if City is performing other work with City's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Construction Manager and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Construction Manager in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such

other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.

8.02 Coordination

A. Coordination Among City's Separate Contractors

1. Should construction by City's forces, City's other contractors, or third parties within or adjacent to the Site be underway concurrent with the Work, Contractor shall cooperate with all such other contractors and others to the end that unnecessary delay or hindrance to their work will be avoided.
 2. When two or more contractors are working in adjacent areas or in proximity to each other, each shall conduct its operations in such a manner to avoid any unnecessary delay or hindrance to the other.
 3. Each contractor is responsible to the other for all damage to work, to person or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure to finish the work within the time specified for completion in its associated contract with its employer.
- B. Where the Work involves removing, relocating, or establishing new utility service, and such Work is shown or indicated in the Contract Documents, Contractor is responsible for coordinating the associated utility owners.

8.03 Legal Relationships

- A. If, in the course of performing other work for City at or adjacent to the Site, the City's employees, any other contractor working for City, or any utility owner that City has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then City may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B of this article.
 2. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work. In response to such damage, delay, disruption, or interference, City may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, Construction Manager, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless City, Construction Manager, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9— CITY'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, City and Program Manager shall issue all communications to Contractor through Construction Manager.

9.02 Replacement of City's Consultants

- A. City may at its discretion appoint an engineer or other consultant to replace Program Manager, Construction Manager, or Engineer, provided Contractor makes no reasonable objection to the replacement engineer or consultant. The replacement engineer's or consultant's status under the Contract Documents will be that of the former Program Manager, Construction Manager, or Engineer, as applicable. Furnish Data

9.03 Furnish Data

- A. City shall promptly furnish data required of City in accordance with the Contract Documents.

9.04 Pay When Due

- A. City shall make payments to Contractor when they are due as provided in the Agreement and within the times indicated in Paragraphs 15.01 and 15.06 of the General Conditions.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. City's duties with respect to providing lands and easements are set forth in Paragraph 5.01 of these General Conditions.
- B. City's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03 of these General Conditions.
- C. Article 5 of these General Conditions refers to City's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

- A. City's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in the Supplementary Conditions.

9.07 Change Orders

- A. City's responsibilities with respect to Change Orders are set forth in Article 11 of these General Conditions.

9.08 Inspections, Tests, and Approvals

- A. City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B of these General Conditions.

9.09 Limitations on City's Responsibilities

- A. City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. City's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06 of these General Conditions.

9.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, City will furnish Contractor reasonable evidence that financial arrangements have been made to satisfy City's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed.
- B. City shall furnish copies of any applicable City's safety programs to Contractor.

ARTICLE 10— CITY’S CONSULTANTS DURING CONSTRUCTION

10.01 City’s Representatives

- A. Program Manager, Construction Manager, and/or Engineer, as may be designated in the Agreement, will be City’s representative during the construction period. the duties and responsibilities and the limitations of authority of Program Manager, Construction Manager, and Engineer as City’s representative during construction are set forth in this Article.

10.02 Program Manager

A. Program Manager’s Role

1. Program Manager’s role is to assist City in fulfilling City’s responsibilities under the Contract.
2. Program Manager will visit the Site (in accordance with Paragraph 10.02.B of these General Conditions), attend meetings with or on behalf of City, and assist City in coordinating the services rendered by Construction Manager and Engineer.
3. Program Manager does not serve in any capacity as a design professional for the Project.
4. Although Program Manager is City’s representative, Program Manager is not authorized to authorize changes in the Contract Documents on behalf of City, nor may Program Manager assume any responsibilities of City relative to authorizing changes in Contract Price, Contract Times, or authorizing use of Allowances (if any) in the Contract.
5. In fulfilling its responsibilities for the Project, Program Manager is not obligated to act without partiality.
6. Program Manager will not share, whether in whole or in part, any responsibilities of Construction Manager or Engineer.

B. Visits to Site

1. Program Manager will make visits to the Site at intervals appropriate to the various stages of construction as Program Manager or City deem necessary to observe, as an experienced and qualified professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Program Manager, for the benefit of City, will, consider information furnished by Contractor, Construction Manager, and Engineer, keep City informed as to the progress and apparent quality of the Work. Program Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
2. Program Manager’s visits and observations are subject to all the limitations on City’s consultants’ authority and responsibility set forth in Paragraph 10.05 of these General Conditions., particularly Paragraph 10.05.A.

10.03 Construction Manager

A. Visits to Site

1. Construction Manager will make visits to the Site at intervals appropriate to the various stages of construction as Construction Manager deems necessary in order to observe, as an experienced and qualified construction management professional, the

progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Construction Manager, for the benefit of City, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Construction Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Construction Manager's efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Construction Manager will keep City informed of the progress of the Work and will endeavor to guard City against defective Work.

2. Construction Manager's visits and observations are subject to all the limitations on City's consultants' authority and responsibility set forth in Paragraph 10.05 of these General Conditions., particularly Paragraph 10.05.A.

B. Construction Manager Activities

1. Construction Manager will:
 - a. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - b. Comply with Site safety programs, as they apply to the Construction Manager, and if required to do so by such safety programs, receive safety training specifically related to Construction Manager's own personal safety while at the Site.
 - c. Act as a Liaison
 - 1) Serve as City's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - 2) Serve as City's liaison with Contractor when Contractor's operations affect City's onsite operations.
 - 3) Assist in obtaining from City additional details or information, when required for Contractor's proper execution of the Work.
 - d. Review Work; Identify Defective Work
 - 1) Conduct onsite observations of the Work , to the extent set forth in Paragraph 10.03.A, to determine if the Work is proceeding in accordance with the Contract Documents.
 - 2) Observe whether any Work in place appears to be defective.
 - 3) Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 - e. Conduct Inspections and Tests
 - 1) Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

- 2) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- f. Review Applications for Payment with Contractor
- g. Assist with Project Completion
 - 1) Participate in Construction Manager's and Engineer's visits regarding Substantial Completion.
 - 2) Assist in the preparation of a punch list of items to be completed or corrected.
 - 3) Participate in Construction Manager's and Engineer's visit to the Site in the company of City, and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - 4) Observe whether items on the final punch list have been completed or corrected.
2. Construction Manager will not:
 - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Exceed limitations of Construction Manager's authority as set forth in the Contract Documents.
 - c. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by City.
 - g. Authorize City to occupy the Project in whole or in part.
- C. Construction Manager's Authority
 1. Construction Manager will serve as City's principal communications conduit with Contractor, except as otherwise provided by the Contract Documents.
 2. Construction Manager has the authority to reject Work in accordance with Article 14 of these General Conditions.
 3. Construction Manager's authority as to Submittals is set forth in Paragraph 7.16 of these General Conditions.
 4. Construction Manager's authority as to changes in the Work is set forth in Article 11 of these General Conditions.
 5. Construction Manager's authority as to Applications for Payment is set forth in Article 15 of these General Conditions.
 6. It will be the Construction Manager's duty to inspect materials and workmanship from the drawings, specifications, and other contract provision which may come to

the Construction Manager's notice. Such inspection is for the sole benefit of the City and shall not act as a waiver of defects in the work. The Construction Manager shall decide all questions which may arise as to the quality or acceptability of material furnished and work performed as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the drawings and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to compensation. The Construction Manager's decision shall be final and the Construction Manager shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly. The Construction Manager shall have the right to order the work stopped, if in the Construction Manager's opinion such action becomes necessary, until the Construction Manager has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

D. Determinations for Unit Price Work

1. Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03 of these General Conditions.

E. Decisions on Requirements of Contract Documents and Acceptability of Work

1. Construction Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Construction Manager will not show partiality to City or Contractor, and will not be liable to City, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.04 Engineer

A. Visits to Site

1. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of City, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep City informed of the progress of the Work and will endeavor to guard City against defective Work.
2. Engineer's visits and observations are subject to all the limitations on City's consultants' authority and responsibility set forth in Paragraph 10.05 of these General Conditions., particularly Paragraph 10.05.A.

B. Engineer's Authority

1. Engineer has the authority to reject Work in accordance with Article 14 of these General Conditions.

2. Engineer's authority as to Submittals is set forth in Paragraph 7.16 of these General Conditions.
 3. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to City's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19 of these General Conditions.
 4. Engineer's authority as to changes in the Work is set forth in Article 11 of these General Conditions.
- C. Decisions on Requirements of Contract Documents and Acceptability of Work
1. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to City or Contractor, and will not be liable to City, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- 10.05 Limitations on City's Consultants' Authority
- A. Particularly, but without limitation, during or as a result of Program Manager's, Construction Manager's and/or Engineer's visits or observations of Contractor's Work, Program Manager, Construction Manager, and Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations or Contract Documents applicable to the performance of the Work.
 - B. Neither Program Manager's, Construction Manager's, nor Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Program Manager, Construction Manager, or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Program Manager, Construction Manager, and Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Program Manager, Construction Manager, or Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
 - C. Program Manager, Construction Manager, and Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Program Manager, Construction Manager, and Engineer, whether individually or collectively, will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
 - D. Program Manager, Construction Manager, and Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
 - E. Construction Manager's (and Engineer's, if applicable) review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals,

and other documentation required to be delivered by Contractor under Paragraph 15.06 of these General Conditions, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- F. The limitations upon authority and responsibility set forth in this Paragraph 10.05 also apply to the Construction Manager.

10.06 Compliance with Safety Program

- A. While at the Site, City's Consultants will comply with the specific applicable requirements of City's and Contractor's safety programs of which City's Consultants have been informed.

ARTICLE 11— CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. Change Order will not be issued for a Work Change Directive unless City concurs with Contractor that such Work Change Directive has an associated change in the Contract Price or Contract Times.
- C. Changes will be set forth in written Contract modifications duly issued. Each will indicate the changes to be made in the Work, the reasons therefor, and (for Change Orders) the changes in Contract Price and Contract Times.
- D. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. City and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. City and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from a City set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by City pursuant to Paragraph 11.05, (b) required because of City's acceptance of defective Work under Paragraph 14.04 or City's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09,

concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from Allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.
 - 1. The Contractor shall promptly proceed with the Change Order involved and concurrently respond to the City within ten (10) calendar days with any one of the following:
 - a. Return Change Order signed, thereby accepting City's response, time, and cost.
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision).
 - c. Give notice of intent to submit a Claim.
- C. To the total of the actual costs and fees allowed herein for both Added and Deleted work, not more than two and one half percent (2.5%) shall be added for additional bond and builder's risk insurance. The compensable percentage for additional bonds and insurance shall be based on the Contractor's actual costs, as substantiated through documentation submitted to the Construction Manager.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If City has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. City believes that an adjustment in Contract Times or Contract Price is necessary, then City shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Construction Manager may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on City and also on Contractor, which shall perform the Work involved promptly.

If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 City-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety or insurance carrier, City may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if City and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 (labor) and 13.01.B.2 (materials), the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be five percent;
 - c. Where one or more tiers of Subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by City will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to City for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to five percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. Purpose and Content: Contractor shall submit a Change Proposal to Construction Manager, unless further defined in the Supplementary Conditions, to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against

payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Change Proposal Procedures

1. Submittal: Contractor shall submit each Change Proposal to Construction Manager within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. Supporting Data: Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Construction Manager and City within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E. Include with Change Proposal sufficient documentation supporting the time extension(s) sought.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials and equipment incorporated into the Work and labor and construction equipment used for the subject Work, together with detailed indication of other proposed costs and indication of Contractor's proposed fee for overhead and profit on such costs. Include detailed cost breakdown for Work to be performed by Subcontractors. Include documentation substantiating the cost of proposed materials and equipment to be incorporated into the Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. Construction Manager's Initial Review: Construction Manager will advise City regarding the Change Proposal, and consider any comments or response from City and Engineer regarding the Change Proposal. If in its discretion Construction Manager concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Construction Manager may request that Contractor submit such additional supporting data by a date specified by Construction Manager, prior to Construction Manager beginning its full review of the Change Proposal.
4. Construction Manager Full Review and Action on the Change Proposal: Upon receipt of Contractor's supporting data (including any additional data requested by Construction Manager), Construction Manager will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to City, Engineer, and Contractor. If Construction Manager does not take action on the Change Proposal within 30 days, then either City or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Construction Manager's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. Binding Decision: Construction Manager's decision is final and binding upon City and Contractor, unless City or Contractor appeals the decision by filing a Claim under Article 12.

C. Resolution of Certain Change Proposals:

1. If the Change Proposal involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Construction Manager will promptly furnish to Engineer copy of Change Proposal and all supporting documentation associated therewith and confer with Engineer on the Change Proposal. Construction Manager will consider Engineer's recommendations in rendering Construction Manager's decision on the Change Proposal.
2. If the Change Proposal involves matters related to insurance, bonds, legal matters, or other matters ordinarily outside the limits of Construction Manager's experience and expertise, Construction Manager will so notify City, Engineer, and Contractor that Construction Manager is unable to reach a decision on the matters addressed in the Change Proposal. Such notice will be deemed to be a denial and Contractor's recourse will be in accordance with Article 12.

- D. Post-Completion: Contractor shall not submit any Change Proposals after Construction Manager issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety and Insurance Carrier

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.
- B. Contractor shall also adjust the limits of coverage for builder's risk insurance (or other property insurance furnished under the Contract) to provide builder's risk coverage as required by Paragraph 6.04 (as amended by the Supplementary Conditions).

ARTICLE 12— INITIAL CLAIMS FOR CONTRACT DISPUTES

12.01 Claims Under the Public Contract Code

- A. For purposes of this Article, "Claim" or "initial claim" means a separate demand by the Contractor for one of more of the following: (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City.
- B. No Claims for extra work, materials, labor, equipment, or costs shall be considered or permitted if the Contractor fails to timely notify the City of the Claim and thereafter diligently pursue and exhaust all the administrative remedies and processes set forth in the Contract Documents. Contractor must exhaust all such processes in order to preserve and pursue any Claim, and failure to do so shall be deemed a waiver of the Claim.

12.02 Prerequisite to Legal Action

1. Prior to filing a dispute for final resolution under Article 17 of the General Conditions, Contractor must exhaust its administrative remedies by submitting

through the Construction Manager an initial claim for review and decision by the Director as set forth in this Article 12, which is in accordance with California Public Contract Code Sections 9204 et seq., and 20104.2.

2. Director's written decision will be the City's final decision on the initial claim, distinct from the City Council's action on a claim filed under the Government Code. Should Contractor seek to file legal action challenging the Director's decision on the initial claim, Article 17 of the General Conditions will apply after compliance with the dispute resolution process set forth in this Article 12.

12.03 Claim Submittal

The following procedures apply to Claims between the Contractor and the City under this Article:

- A. The Claim shall be in writing, sent by priority mail and registered mail, and include the documents necessary to substantiate the Claim. Claims must be filed within 30 calendar days of a written rejection of Contractor's request for a Contract adjustment, or on or before the date of final payment, whichever is earlier. 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 claimant shall submit in writing the basis for the Claim, reference the applicable provisions of the Contract Documents, the method of computation of the amount claimed and determination of the change in Contract Times (if any), basis for other relief sought (if any), and all other factual data pertaining thereto. It shall be the responsibility of the party filing the Claim to substantiate and support the Claim, including submittal of proper supporting documentation. Failure to submit such information and details within the time allowed in this paragraph for submitting the Claim's supporting information will be sufficient cause for denying the Claim. Contractor hereby expressly waives all Claims not filed within these time limits.
- C. Claims shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

1. California Penal Code Section 72, provides that any person who presents for payment with intent to defraud any district board or officer, any false or fraudulent Claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000.00) and/or imprisonment in the state prison.

2. The California False Claims Act (Government Code Sections 12650, et seq.) provides for recovery of civil penalties from persons (including corporations, etc.) who present a false Claim for payment or approval or presents a false record or statement to get a false Claim paid or approved to any officer or employee of any political subdivision of the State of California, and for certain other enumerated acts. Any person or corporation violating the provisions of Government Code Sections 12650, et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.
3. Any Claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant provided by Contractor with the Claim. Contractor agrees that any costs or expenses incurred by the City in reviewing or auditing any Claims that are not supported by the Contractor's cost accounting or other records, or the Contract, shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

12.04 City's Response

- A. Upon receipt of a claim pursuant to this Article, the City shall conduct a reasonable review of the claim and provide a written response to the Contractor within 45 days of the date of the claim, identifying the portion of the claim that is disputed and the portion that is undisputed. Upon receipt of a claim, the City and the Contractor may, by mutual agreement, extend the time period provided in this section.
- B. All amounts that the City identifies in its response as undisputed must be processed and paid within 60 days of the City's response. Pursuant to Section 9204(d)(4), if the City fails to pay within 60 days, undisputed amounts not paid will bear interest at 7 percent per annum.
- C. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 day or extension period to respond, the City shall have up to (3) three days following the next duly publicly noticed meeting of the City Council after the 45-day or extension period expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion, per section 9204(d)(1)(C).
- D. The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

12.05 Meet and Confer

- A. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for resolution of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- B. The Contractor shall cooperate and attend prepared to discuss its Claim, making available any personnel necessary for dispute resolution, and documents which may reasonably be requested by the City.

12.06 Mediation

- A. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to pay within 60 days, undisputed amounts not paid will bear interest at 7 percent per annum.
- B. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation unless waived by both parties, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days or at a later time based on mutual agreement, after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- C. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is complete.
- D. If mediation is unsuccessful, the parts of the Claim remaining in dispute will be subject to final resolution of disputes as set forth in Article 17 of these General Conditions.
- E. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
- F. If mediation under this section does not resolve the parties' dispute, this section does not preclude an arbitration of disputes under a private arbitration or the Public Works Contract Arbitration Program based on mutual agreement of the parties, in accordance with Article 17 of the General Conditions.
- G. Contractor shall not halt the Work for any reason on account of any disagreement, claim, or other dispute resolution process. Nothing in this Article excuses Contractor from performing its duties required by the Contract Documents.

12.07 Claims for \$375,000 or Less

- A. Claims for \$375,000 or less shall be resolved in accordance with California Public Contract Code Section 20104 et seq. by filing a court action after compliance with the Government Code claim process, wherein the court will order mediation of the dispute, unless the parties mutually agree to submit the dispute to binding arbitration under Article 17.

ARTICLE 13— COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work or “Force Account Work”

- A. Purposes for Determination of Cost of the Work: When Work is ordered to be performed for compensation on the basis of ‘Cost of the Work’, also known as “force account”, compensation shall be in accordance with this Paragraph 13.01. City reserves the right to furnish any material deemed expedient and Contractor shall have no claim for profit on the cost of such materials. This Paragraph 13.01 sets forth requirements for documenting for payment Work performed and compensated on the basis of Cost of the Work plus a fee. The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by City, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to City. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to City, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City and Contractor and shall deliver such bids to City, which will then determine, with the advice of Construction Manager and, where applicable, Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a

fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. Construction Equipment Rental
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by City as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - a) Prior to commencing Work at the Site, submit to City, through Construction Manager, copies of the equipment rental agreements for City's approval.
 - b) Should Contractor perform Work using rented construction equipment or machinery without City's written approval of the associated rental agreement and the parties subsequently disagree on the applicable rental rates, use of such construction equipment and machinery will be compensated on the basis of the rental rate book indicated in Paragraph SC-13.01.B.5.c.(2).
 - c) When the rental rate book is used basis for determining compensation for construction equipment and machinery leased from a rental firm, the hourly rate for such equipment shall be determined in accordance with Paragraph 13.01.B.5.(2) of these General Conditions.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the most-current edition of California Department of Transportation (CalTrans) "Labor Surcharge and Equipment Rental Rates Manual (Cost of Equipment Ownership)". An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price (“changed Work”), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- 4) Inactive Equipment and Machinery: Rental of construction equipment and machinery shall cease when the use thereof is no longer necessary for the Work. Periods of inactivity for such construction equipment or machinery will not be compensable unless agreed upon in writing by Owner, unless the costs of disassembly, removal, transportation, reassembly, and remobilization, as submitted to and accepted by City (with advice of Construction Manager) would exceed the cost of continuing to rent the item(s) during the period(s) of inactivity. Contractor is responsible for obtaining City’s written approval for compensation for construction equipment and machinery for periods of inactivity. City is not responsible for retroactively approving such inactivity. “Period of inactivity” for such items includes periods when the construction equipment or machinery is not used or necessary for the logical and efficient progression of the Work, or when other, available equipment or machinery is suitable for performing the given task.
- 5) Condition of Equipment and Machinery: Construction equipment and machinery will be compensable only for serviceable construction equipment and machinery capable of efficiently performing its intended function at the Site. Construction equipment and machinery not in compliance with this Paragraph 13.01.B.5.c.5) is not eligible for compensation.
- 6) Capped Compensation: Compensation paid Contractor for a given item of Contractor-owned construction equipment or machinery will be capped at, and shall not exceed, the comparable purchase price of such item of equal or comparable capacity and capability.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder’s risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor’s fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. Costs Excluded: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site. For purposes of this paragraph, "small tools and hand tools" means items in one or more of the following categories: (1) Items that are ordinarily required for the performing worker's job function, including but not limited to equipment which ordinarily has no associated licensing, insurance, or substantive storage costs; such as hammers, wrenches, socket tools, manual saws, power saws, chainsaws, common power tools, impact drills, threaders, benders, transits and theodolites and related equipment, and other tools transportable by hand, regardless of ownership of such items; (2) Items such as gang-boxes, ladders, hand carts and similar wheeled items manually operated by workers, extension cords, and similar items; (3) common testing equipment such as insulation testers (megger-testing equipment), amp meters, gas detectors, pressure gauges, and similar items; (4) A purchase price (if purchased new, at retail) of \$500, although such limit is not absolute, and certain items may be deemed by City or Construction Manager as "small tools or hand tools" (and not eligible for compensation) even though such item may have a purchase price greater than the amount indicated in this Paragraph 13.01.C.2
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

- a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. For any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. Documentation and Audit:
1. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.
 2. Contractor shall furnish Construction Manager with daily report sheets indicating and documenting the Cost of the Work, whether furnished by the Contractor, Subcontractor, Suppliers, or others and said report sheets shall be signed by Contractor. Daily report sheets shall provide names or identifications and classifications of workers, and hours worked; size, type and identification number of construction equipment and machinery, and hours operated. Cost of material and equipment incorporated into the Work shall be substantiated by valid copies of Supplier's invoices.
 3. Construction Manager will make any necessary adjustments and compile the costs of Cost of the Work on daily report forms furnished by City. When these reports are agreed upon and signed by Contractor and Construction Manager, they shall become the basis of payment for the associated work performed, subject to issuance of a corresponding Change Order.
 4. City and Construction Manager may subsequently revise the daily reports based on subsequent audit(s).
 5. Within 30 days of the Effective Date of the Contract, and as later requested by the Construction Manager, Contractor shall submit to Construction Manager:
 - a. Certificate, signed and notarized by an authorized officer Rental of Contractor's organization, indicating labor compensation rates
 - b. Rental agreements for proposed construction equipment and machinery, and listing of construction equipment and machinery owned by Contractor or Subcontractor performing Work. Such lists and rental agreements shall indicate the item's general (generic) description, manufacturer, model number, year of manufacture, and brief summary of intended use in the Work.
 6. Subject to prior written notice, City will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to

the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of time set forth in Article 19 of these General Conditions. Pertinent Subcontractors will afford such access to City, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City and Engineer.
- B. Allowances: Contractor agrees that:
 - 1. the allowance(s), if any, include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. City's Contingency Allowance: Contractor agrees that the City's contingency allowance is for the sole use of City to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Construction Manager to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Agreement (or exhibit thereto, as applicable).
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Construction Manager will review with Contractor the Construction Manager's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Construction Manager's written decision thereon will be final and binding (except as modified by Construction Manager to reflect changed factual conditions or more-accurate data) upon City and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of associated Supplementary Conditions, if any.
- E. Adjustments in Unit Price
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

- a. the quantity of the item of the Unit Price work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement and
 - b. Contractor's unit costs to perform the item of the Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The Adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14— TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Quality Control

- A. Contractor shall designate a Quality Control Manager. The Quality Control Manager shall be a full-time employee of the Contractor and skilled at the type of construction engaged in on this project. The Quality Control Manager shall have the authority to direct Subcontractors and Contractor staff. The Quality Control Manager shall certify on behalf of the contractor that all work is complete, and meets all contract requirements and shall coordinate any quality related inspection and testing that may be performed prior to requesting inspection by the City or its agents.
- B. Contractor shall provide inspection and testing of installed materials and systems by a third party not directly under the supervision of the Contractor. The results of inspections and testing shall be documented and transmitted to the Construction Manager prior to covering or finalizing the inspected or tested works.

14.02 Access to Work

- A. City, Program Manager, Construction Manager, Engineer, their consultants and other representatives and personnel of City, independent testing laboratories, and authorities having jurisdiction shall have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs.
- B. When state or federal funds are involved in the Project's funding or financing, the state or federal government shall have the same rights of access and examination as the City under this provision.

14.03 Tests, Inspections, and Approvals

- A. Tests of Materials and Equipment
 1. Unless otherwise specified elsewhere in the Contract Documents, all tests of materials and Work, for determining compliance with the Contract Documents, shall be performed in accordance with the methods in use by the laboratory of the State Department of Transportation or by nationally recognized testing organizations, at a laboratory approved by City.

2. Refer to Paragraph 3.02 of these General Conditions for requirements on the applicability of reference standards, including test methods indicated in the Contract Documents.
 3. Samples of all materials entering into the Work shall be submitted by Contractor, when requested by City or Construction Manager.
 4. Materials may be tested at any time during progress of the work.
 5. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required by the Contract Documents, unless otherwise specified.
- B. Inspection of Materials and Equipment at Place of Manufacture or Supply
1. Materials and equipment that become part of the Work are subject to inspection at the place of production or manufacture, at the shipping point, or at the Site. Materials and equipment requiring inspection at the place of production or manufacture will be designated by City through the Construction Manager. Where production facility inspection is so designated, City or its consultant(s) shall be given 14 days advance notice of the start of manufacture or production. Contractor's purchase orders for materials and equipment for which production facility inspection has been designated by the City or its consultant(s) shall bear a suitable notation advising Suppliers and Subcontractors of inspection requirements.
 2. City or an authorized representative such as Engineer, Construction Manager, or Program Manager, shall have free entry at all times (during normal working hours) to such parts of the production facility as concerns the manufacture or production of materials and equipment for the Work. Adequate facilities shall be furnished free of charge to make the necessary inspection.
 3. City assumes no obligation to inspect material or equipment at the place of manufacture or production, or at the shipping point.

14.04 Defective Work

- A. Work which has been rejected for any defect shall be corrected, removed, and replaced by Contractor within a time period to satisfy the Work schedule, and/or within such period to the extent required by any specific warranty included in the Contract Documents, so that such Work complies with the standards and specifications of the Contract Documents, at no additional cost to City. Defective Work is not eligible for payment.
- B. Proposed remedies to correct defective Work are subject to approval by Engineer and/or City. Such approval or acceptance will not, however, impart on City, Project Manager, Construction Manager, or Engineer any responsibility for Contractor's means, methods, techniques, sequences, or procedures of construction, whether relative to the remedy or otherwise, or to safety programs and procedures incident thereto.

14.05 Acceptance of Defective Work

- A. If a portion of the Work is defective, and if the defect is not be of sufficient magnitude or importance to make the Work unfit for its intended use, dangerous, or undesirable, City may elect to accept the defective Work, subject to an appropriate reduction in the Contract Price via Change Order or a reasonable set-off against payments due if the defective Work is accepted prior to the Final Payment. If the defective Work is accepted after the Final Payment, Contractor shall pay an appropriate amount in damages to the City taking into account any diminished value of the Work.

14.06 Uncovering Work

- A. Construction Manager and Engineer (the latter communicating through Construction Manager) have the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Construction Manager or Engineer, then Contractor shall, if requested by Construction Manager or Engineer (communicating through Construction Manager), uncover such Work for Construction manager's or Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Construction Manager or Engineer (communicating through Construction Manager) considers it necessary or advisable that covered Work be observed by Construction Manager or Engineer or inspected or tested by others, then Contractor, at Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Construction Manager or Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the City shall be entitled to impose a reasonable set-off against payments due under Article 15 of these General Conditions.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.07 City May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them..
- B. Contractor shall immediately comply with the written order of City to stop the Work wholly or in part.
- C. Work stopped wholly or in part shall be resumed promptly on written order of City when conditions are favorable and methods corrected.

14.08 City May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Construction Manager to correct defective Work, or to remove and replace defective Work as required

by Construction Manager or Engineer, then City may, after seven days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, City shall proceed expeditiously. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, City's representatives, agents and employees, City's other contractors, Program Manager, Construction Manager, and Engineer and their respective consultants' access to the Site to enable City to exercise the rights and remedies under this Paragraph 14.07.
- C. All claims, costs, losses, and damages incurred or sustained by City in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15 of these General Conditions. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Paragraph 14.07.

ARTICLE 15— PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. Work to be Performed Without Direct Payment
 - 1. Where the Contract Documents require that Contractor perform Work for which no separate price is established in the Contract, such Work shall be performed by Contractor under an appropriate bid/pay item in the Contract, without separate or additional compensation or any change in the Contract Times
 - 2. Work compensated on a lump sum basis shall result in associated Work completed in accordance with the Contract Documents for a complete, operable system. No additional compensation will be paid for materials, equipment, or other Work not expressly required by the Contract Documents but fairly implied or obviously necessary for the completed Work as a functioning system.
- B. Applications for Progress Payments
 - 1. At monthly intervals (dates established by City), Contractor will prepare and submit Application for Payment indicating the Work completed, in accordance with the Contract Documents, since the prior Application for Payment. City will pay amounts due, subject to amounts City is contractually entitled to withhold or retain, in accordance with the Contract Documents.
 - 2. Payment for Stored Materials and Equipment
 - a. Application for Payment may include fabricated and manufactured materials and equipment delivered to the Site or other location acceptable to City, and not yet installed, when such storage is at a location acceptable to City, Construction Manager, and Engineer. Payments for stored materials and equipment shall be

based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor. The Contractor may request payment of up to eighty percent (80%) of the actual net cost of this material and equipment. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to the City will be qualified for partial payment. The Contractor may request payment of up to seventy-five (75) percent of the actual net cost of these materials. The items shall be suitably stored in accordance with the Contract Documents and the written recommendations for long-term storage by the manufacturer of such item.

- b. Perform the following to be eligible for payment for stored items: (1) store the items in accordance with the Contract Documents and manufacturer's written instructions; (2) ensure that packaging is intact and suitable; (3) Construction Manager shall visit the storage location and observe the conditions of storage, quality of packaging of the items, and apparent quantity and quality of the items; (4) post durable, permanent signage on the stored items indicating they are the property of City; (5) submit to Construction Manager dated photographs of the stored items; and (6) submit to Construction Manager documentation required by the Contract Documents.
 - c. When applying for payment for materials or equipment not yet installed but suitably stored, Application for Payment shall also include or indicate the following: (1) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (2) at City's or Construction Manager's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; (3) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect City's interest therein; and (4) other documentation required by the Contract Documents, all of which must be satisfactory to City.
 - d. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work or the material or equipment is required by the Contract Documents and is specifically manufactured for the Project and could not be readily utilized or diverted to another job.
- 3. Each Application for Payment shall include a summary of progress to date as indicated on a Schedule of Values (as accepted by Construction Manager) indicating progress since the prior Application for Payment, report, percent complete, percent invoiced, and percent schedule elapsed, and other documentation as required by the Contract Documents.
 - 4. Starting with the second Application for Payment, each Application for Payment shall include an affirmative, sworn certification by Contractor that all prior progress payments by City have been applied by Contractor to satisfy indebtedness and claims by Subcontractors, Suppliers, and others to whom Contractor is indebted for the Work. Contractor shall promptly discharge and cause to be released any Lien filed in connection with the Work at no cost to City.
 - 5. The basis for partial payments of lump sum Work or Unit Price Work will be determined by agreement between City and Construction Manager and Contractor. Payment will not be made for defective Work and any work not in accordance with

the Contract Documents. City is not obligated to pay for Work that, in the opinion of Construction Manager or Engineer, has not progressed to the point indicated in the Application for Payment submitted by Contractor. Except in the case of the final Application for Payment, Contractor should not submit an Application for Payment when the value of Work eligible for payment since the prior Application for Payment is less than \$5,000.

6. Following City's issuance of any progress payment, if subsequent investigation by City, Construction Manager, or Engineer, finds defective Work or that the value of Work eligible for payment was incorrectly estimated, or if the quantity of Unit Price Work paid was incorrect, or if the City is contractually entitled to a set-off, City or Construction Manager may reduce the amount eligible for payment of one or more subsequent Applications for Payment.

C. Procedure for Applying for Progress Payments:

1. Contractor shall prepare draft estimate of quantities and Work eligible for payment and review it at the Site with Construction Manager. City may attend and participate in such meetings or discussions. Contractor shall revise the quantities and Work eligible for payment in accordance with corrections and comments made by Construction Manager. Contractor shall prepare and submit to Construction Manager the formal Application for payment, accompanied by all supporting and other documentation required by the Contract Documents.
2. Within seven (7) days of receipt of the formal Application for Payment, Construction Manager shall take one of the following actions: (a) return the Application for Payment to Contractor for corrections, accompanied by detailed, written corrections and comments; or (b) forward the Application for Payment to City with recommendation for payment in accordance with Section 20104.50, California Public Contract Code.

D. Set-offs; Reasons for Reductions in Payment Due:

1. Construction Manager may refuse to recommend the whole or any part of any payment if, in Construction Manager's opinion, it would be incorrect to make the representations to City stated in Paragraph 15.01 of these General Conditions.
2. Construction Manager will recommend reductions in payment (set-offs) necessary in Construction Manager's opinion to protect City from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. City has been required to correct defective Work in accordance with Paragraph 14.07 of these General Conditions, or has accepted defective Work pursuant to Paragraph 14.04 of these General Conditions;
 - d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Construction Manager has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
3. Reductions in Payment by City: In addition to any reductions in payment (set-offs) recommended by Construction Manager, City is entitled to impose a set-off against payment based on any of the following:

- a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of the Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. City has incurred extra charges or program management, construction management, or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. City has been required to correct defective Work in accordance with Paragraph 14.07 of these General Conditions, or has accepted defective Work pursuant to Paragraph 14.04 of these General Conditions;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or Final Completion of the Work. (Liquidated damages are specified in the Supplementary Conditions);
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to City to secure the satisfaction and discharge of such Liens;
 - l. Other items entitle City to a set-off against the amount recommended; or
 - m. Any fees or fines assessed to the Contractor as a result of violation of Laws and Regulations.
4. If City imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Construction Manager, City will give Contractor immediate written notice (with a copy to Construction Manager) or at least five (5) days prior to the date payment is due, stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 5. Upon a subsequent determination that City's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by

Paragraph 15.01.E of these General Conditions and subject to the legal interest as required by law.

- E. Payment is Due: Thirty (30) days after receipt of an undisputed and properly submitted Application for Payment to City with Construction Manager's recommendation, the amount recommended (subject to any City set-offs) will become due, and when due will be paid by City to Contractor.
- F. Contractor Payment Obligations:
 - 1. Contractor will pay its Subcontractors and/or Suppliers, within 7 days after Contractor receives payment from the City, in direct proportion to the Subcontractors' and Suppliers' basis in the total Contract between Contractor and Owner. Any money which is payable to a Subcontractor pursuant to this Section accrues interest at the legal rate. Pursuant to California Public Contract Code §7201, Contractor may withhold 5 percent from the amount of any partial payment under a subcontract which is made before 50 percent of the Work has been completed under the subcontract. Thereafter Contractor shall pay any additional funds if, in the opinion of Contractor, satisfactory progress is being made in the Work under the subcontract, and payment must be equal to that paid by Owner to Contractor for Work performed by the Subcontractor.
 - 2. Contractor may retain the amount withheld under the subcontract until the subcontract is satisfactorily completed.
 - 3. The amount withheld under the subcontract is due within 7 days after the acceptance of the subcontract work by Contractor.
 - 4. Whenever Contractor receives a payment of interest earned on the amount withheld from the Contract, Contractor shall within 7 days pay to each Subcontractor that portion of the interest received which is attributable to the amount of money withheld from the Subcontractor.
- G. Contractor or Subcontractor shall pay its Subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to Subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause. Any violation of Section 7108.5 shall subject the violating Contractor or Subcontractor to the penalties, sanction and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or its Subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to City free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by City.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify City, Construction Manager, and Engineer in writing that the entire Work is

substantially complete and request that Construction Manager and Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to City, Construction Manager and Engineer an initial draft of punch list items to be completed or corrected before final payment.

1. The Work shall be Substantially Complete as defined in Article 1, and as follows: All equipment shall be installed and operational, or temporary arrangements satisfactory to City shall have been made; and, Operational testing must be completed prior to the date of Substantial Completion.
- B. Promptly after Contractor's notification, City, Contractor, Construction Manager, and Engineer shall make an inspection of the Work to determine the status of completion.
1. If Construction Manager and Engineer do not consider the Work substantially complete, Construction Manager will notify Contractor in writing giving the reasons therefor.
 2. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or retesting by Construction Manager and/or Engineer, the cost of such re-inspection or retesting, including the cost of time, travel, and related expenses, shall be paid by Contractor to the City. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then City may impose a reasonable set-off against payments due under Article 15.
- C. If Construction Manager and Engineer jointly consider the Work substantially complete, Construction Manager will deliver to City a preliminary Certificate of Substantial Completion which will fix the date of Substantial Completion. Construction Manager shall attach to the certificate a punch list of items to be completed or corrected before final payment. City shall have seven (7) days after receipt of the preliminary certificate during which to make written objection to Construction Manager as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Construction Manager concludes that the Work is not substantially complete, Construction Manager will, within 14 days after submission of the preliminary certificate to City, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If City does not object to the provisions of the certificate, or if despite consideration of City's objections, Construction Manager and Engineer concludes that the Work is substantially complete, then both Construction Manager and Engineer will, within said 14 days, sign and deliver to City and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Construction Manager and Engineer jointly believes justified after consideration of any objections from City.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, City, and Contractor will confer regarding City's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by City. Unless City and Contractor agree otherwise in writing, City shall bear responsibility for security, operation, protection, property insurance, maintenance, heat, and utilities of the portion of City's use or occupancy of the Work.
- E. After Substantial Completion, the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases

Contractor may submit monthly Applications for Payment for completed punch list items, in accordance with the progress payment procedures set forth in the Contract Documents.

- F. City shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City, Construction Manager, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, City may request in writing that Contractor permit City to use or occupy any such part of the Work that City believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, City, Construction Manager, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.F for that part of the Work.
 - 2. At any time, Contractor may notify City and Construction Manager in writing that Contractor considers any such part of the Work substantially complete and request Construction Manager and Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, City, Construction Manager, Engineer, and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Construction Manager and Engineer jointly do not consider that part of the Work to be substantially complete, Construction Manager will notify City and Contractor in writing (with copy to Engineer) giving the reasons therefor. If Construction Manager and Engineer jointly consider that part of the Work to be substantially complete, the provisions of Paragraph 15.03 of these General Conditions will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 of these General Conditions (as modified by the Supplementary Conditions) regarding builder's risk or other property insurance. Except as specified otherwise, Contractor shall continue to maintain all insurance required in full force and effect.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, City, Construction Manager, and Engineer will promptly make a final inspection with Contractor and Construction Manager will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- B. When Construction Manager and Engineer jointly consider the entire Work to be complete and in accordance with the Contract Documents, Construction Manager and Engineer will prepare and submit to City a written notice of acceptability of the Work,

signed by both Construction Manager and Engineer. Such recommendation, upon agreement by Director or Director's delegate, will be the written recommendation for acceptance of the Work by the City Council. Only acceptance by the City Council constitutes final completion of the Work under Civil Code Section 9200.

15.06 Final Payment

- A. After Contractor has, in the opinion of both Construction Manager and Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12 of these General Conditions), and other documents, Contractor may make application for final payment.

Prior to final payment, the parties shall sign a Change Order to reconcile file quantities of Unit Price Work eligible for payment in accordance with the Contract and final amounts of allowances (if any) used as authorized by City. Such Change Order shall be the final adjustment in the Contract Price prior to final payment.

- B. Contractor shall prepare and submit the final Application for Payment accompanied by other closeout documentation required by the Contract Documents. Final Application for Payment shall comply with requirements for applications for progress payments (as set forth in Paragraph 15.01 of these General Conditions and elsewhere in the Contract Documents) and shall also be accompanied by the following (except as previously delivered by Contractor in accordance with the Contract):
1. all documentation called for in the Contract Documents;
 2. consent of the surety, if any, to final payment, return, or release of retainage;
 3. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to City free and clear of any Liens or other title defects, or will so pass upon final payment.
 4. a list of all duly pending Change Proposals and Claims (if none, furnish written statement signed by officer of Contractor's organization, legally authorized to sign binding contracts on behalf of Contractor, clearing indicating that no Change Proposals and Claims are pending or are unresolved); and
 5. complete and legally effective releases or waivers (satisfactory to City) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 6. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.C.5 and as approved by City, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City might in any way be responsible, or which might in any way result in liens or other burdens on City's property or funds, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any Lien, or City at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

7. If there were no Liens filed in connection with the Work, Contractor shall furnish with the final Application for Payment a sworn statement signed by Contractor stating that there were no Liens, unpaid claims, or demands against Contractor related to the Work.
- C. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten (10) days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to City for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect City from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to City and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, City will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- D. Retainage
1. In accordance with the Contract Documents and Laws and Regulations, City may retain out of payments due Contractor up to five percent of value of Work completed to date. In no event will City's total retention exceed five percent (5%) of the value of the Work performed, unless the Contract Documents expressly entitles the City to greater withholding as a set-off or otherwise set forth in the Contract Documents.
 2. This provision on retention does not limit City's right to withhold 150 percent (150%) of the value of any or all disputed Work from final payment, as provided for in California Public Contract Code Section 7107(c). In the event of a good faith dispute, nothing in this provision shall be construed to require City to pay for work, materials, or equipment that is not in accordance with the Contract Documents.
 3. Contractor may elect to substitute securities of equivalent value for any retentions withheld by the City to ensure performance of the Work in accordance with Section 22300 of the California Public Contract Code, if applicable. At Contractor's request and expense, City may pay retentions earned directly to an escrow agent as set forth in an Escrow Agreement in Lieu of Retainage.
- E. Final Payment is Due: Final payment, less any set-offs for liquidated damages and other set-offs allowed under the provisions above for progress payments, will be due and payable as provided by Law, within 30 days after City's receipt of the final Application for Payment with Construction Manager's recommendation for payment, unless otherwise agreed to by Contractor. Contractor shall submit a final Application for Payment to the City no earlier than 30 days before the date the request for approval of the Work is on the City Council agenda, to allow City to timely make the final payment. City will issue and record a Notice of Completion within 15 days after the City Council's acceptance of the Work, which constitutes the date of Final Completion of the Work per Civil Code §9204. City shall pay the retention amount to Contractor within 60 days after completion of the Work pursuant to Public Contract Code §7107.

- F. Contractor shall submit to City a release of all claims by Contractor against City arising by virtue of the Contract, except such claims in definite amounts as the Contractor may specifically exempt from the operation of the release.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by City of claims or rights against Contractor. City expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after a final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees or warranties specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against City other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17 of these General Conditions.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion or date of Final Completion, (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), whichever is later, City gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to City and in accordance with City's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by City, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. City shall give any such notice of defect within 60 days of the discovery that such Work or repairs are defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a valid notice of defective Work under Paragraph 7.17.B of these General Conditions.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others), plus City's overhead fee of an additional 15 percent of all costs incurred by City. Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from City will be deemed the start of an event giving rise to a Claim under Paragraph 12.01 of these General Conditions, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph prior Final Completion, the correction period hereunder with respect to such Work will be extended for an additional period of one year from the Date of Final Completion.
- F. Contractor's obligations under this paragraph are in addition to all other warranties, guarantees, and obligations for maintenance, to correct, and remedy defective Work including but not limited to the warranty period after the Final Completion of the Work. A partial occupancy of a part of the Work consistent with Paragraph 15.04 of these General Conditions may cause the correction period to commence to only that part of the Work which becomes partially occupied or actually used prior to Final Completion. The provisions of this Article or General Conditions are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitations.

ARTICLE 16— SUSPENSION OF WORK AND TERMINATION

16.01 City May Suspend Work

- A. Suspension for City's Convenience
 - 1. City may order Contractor, in writing, to temporarily suspend all or part of the Work for period of time determined by City for the convenience and benefit of City. Where such suspension is ordered and where such suspension unreasonably delays progress of the Work, Contractor will be entitled to an equitable adjustment in the Contract Price and Contract Times.
- B. Suspension for Uncontrollable Delay
 - 1. Should the Work be suspended or delayed for one year or more for reasons indicated in Paragraph 4.05.C of these General Conditions, upon mutual agreement of the parties, the Work may be terminated for City's convenience, subject to the following:
 - a. City is responsible for payment for the Work completed in accordance with the Contract Documents.
 - b. Pro-rated cost of such work, where not fully covered by unit prices or lump sum items in the Contract, shall be determined by an evaluation of the Work performed up to the date of termination.
 - c. The provisions of Paragraph 16.03 apply.

16.02 City May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of City (or Program Manager, acting on City's behalf), Construction Manager, or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that City is considering a declaration that Contractor is in default and termination of the Contract, City may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to City under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if City has terminated the Contract for cause, City may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere, and complete the Work as City may deem expedient.
- D. City may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If City proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City. Such claims, costs, losses, and damages incurred by City will be reviewed by Construction Manager as to their reasonableness and, when so approved by Construction Manager, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, City shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by City will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A of the General Conditions, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D. Where such bond does not include procedures for City's assertion of City's rights under such bond, then the provisions of this Paragraph 16.02 will apply.

16.03 City May Terminate for Convenience

- A. Upon seven days' written notice to Contractor, Construction Manager, and Engineer, City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract. In such case, Contractor shall submit a claim for payment including required certifications under Article 12 within 6 months of the effective date of

termination. Subject to verification to City's satisfaction, Contractor will be eligible to be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work not to exceed 5% of cost of the Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses not to exceed 5% of cost of the Work; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. City shall not be liable for costs incurred by Contractor or Subcontractor after receipt of a notice of termination. Contractor shall not be paid for any loss of anticipated profits or revenue on Work not performed as of the notice of the termination, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.
- C. City shall deduct from Contractor any advance payments made to Contractor related to the terminated portion of the Contract Documents, any claim which City may have against Contractor in connection with the Contract Documents, and any other applicable costs.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, or Subcontractor, or any employee or agent of Contractor or any Subcontractor, (1) the Work is suspended for more than 180 consecutive days by City or under an order of court or other public authority, or (2) Construction Manager fails to act on any Application for Payment within 30 days after it is submitted, or (3) City fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to City, Construction Manager, and Engineer, and provided City or Construction Manager does not remedy such suspension or failure to cure within 30 days of the default, terminate the contract and recover from City payment on the same terms as provided in Paragraph 16.03 of these General Conditions.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Construction Manager has failed to act on an Application for Payment within 30 days after it is submitted, or City has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to City, Construction Manager, and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17— FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. Claims and disputes arising under or related to the performance of the Contract, for which mediation was waived or unsuccessful, shall be resolved by binding arbitration unless City and Contractor mutually agree in writing, after the dispute has arisen, to

waive arbitration and to have the dispute litigated in a court of competent jurisdiction, or resolved by other legally-binding method of final dispute resolution mutually agreeable to the parties. Processes for initiating final resolution of disputes are set forth in this Article.

17.02 Arbitration

- A. Arbitration will be pursuant to Article 7.1 (pursuant to Sections 22201 and 10240 of the California Public Contract Code and the Laws and Regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations.
- B. Arbitration decision will be decided under and in accordance with California Law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of Law.
- C. Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340-1346 of said Chapter 4, the parties may mutually agree to waive representation by counsel.
- D. Initiation of Final Resolution of Dispute:
 - 1. Arbitration will be initiated by a Complaint in Arbitration made in compliance with said Chapter 4. Complaint in Arbitration by Contractor will be filed not later than 90 calendar days after receipt of the final written decision of City on the Claim or after City's acceptance of the Work if no written decision has been issued. For purposes of this article, "Acceptance of the Work by the Agency" as used in Laws and Regulations will be defined as the date the Notice of Completion is filed.
 - 2. If such notice for final resolution of the dispute is not properly submitted in the time indicated in this Article, the Claim will be deemed to be resolved based on the Claim's status at the conclusion of mediation in Article 12, and such resolution shall be deemed final and binding on the parties.
 - 3. Arbitration shall be held in the County of Santa Cruz, California.
- E. Cost Responsibility: Each party shall be responsible for its own costs, including fees of attorneys and consultants, for the final resolution of the dispute. Arbitrator or court fees shall be shared equally by the City and Contractor.

17.03 Government Code Claim

- 1. Prior to filing any legal action against the City that seeks money or damages, Contractor must comply with the claim procedures for money or damages set forth in Government Code Sections 900, et seq. Such Government Code claim and any subsequent lawsuit based upon the Government Code claim shall be limited to those matters that remain unresolved after all required contractual procedures pertaining to the dispute have been followed by the Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

17.04 Legal Action

The venue for any legal action shall be the Superior Court of Santa Cruz.

17.05 Duty to Continue Performance.

Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and City shall continue to satisfy its payment obligations to Contractor of items not in dispute, pending the final resolution of any dispute or disagreement between Contractor and City..

ARTICLE 18— MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to City, Construction Manager, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.
- B. Contractor's address indicated in the Agreement (or, if not indicated in the Agreement, and not stipulated at the preconstruction conference, then as indicated in the Bid) and the address of Contractor's office in closest proximity to the Site will each be considered as Contractor's address for delivery of notices required by the Contract, unless otherwise mutually agreed upon by the parties.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, City, Program Manager, Construction Manager, Engineer, and any of their respective officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall not be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- B. This Paragraph 18.08 notwithstanding, the provisions of Paragraph 19.09 of the General Conditions, concerning assignment to City of third-party claims, applies.

18.09 Successors and Assigns

- A. This Contract will insure the benefit of and be binding upon the successors and assigns of the City and Contractor.

18.10 Publicity and Publications

- A. Contractor shall submit and obtain written approval from City prior to the publication of any technical articles, descriptions, or news releases, concerning the Project. Approval will be granted providing that City is properly acknowledge, technical innovations are properly acknowledged, and such publication is in the best interest of the City.
- B. Such publications or releases shall not divulge any confidential or security-related information concerning the City's facilities or the Project. Contractor shall make reasonable revisions to such articles and releases required by the City prior to their release or publication. Do not publish or release such items without the prior approval of the City.

18.11 City's Right to Access Contractor's Records

- A. City, or any of its duly authorized representatives shall have the right to access and review records of Contractor and Subcontractors for at least three years (or longer as otherwise specified) after City's issuance of final payment under this Contract.
- B. Such right allows City to access and examine any of Contractor's or Subcontractors' payrolls, records of personnel, invoices of materials or equipment, records of plant and construction equipment costs, and any and all other directly pertinent books, documents, papers, and records of Contractor and Subcontractors, involving transactions related to the Contract or subcontracts thereunder.

- C. When state or federal funds are involved in the Project's funding or financing, the state or federal government shall have the same rights of access and examination as the City under this provision.

18.12 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

ARTICLE 19— STATUTORY PROVISIONS

19.01 Compliance

- A. Requirements of this article are required to be in the Contract by the provisions of Laws or Regulations. Omission of any required provision from this article does not diminish the effect of such Laws and Regulations or Contractor's obligation for compliance therewith.

19.02 Labor Discrimination

- A. Attention is directed to the following sections of the Labor Code:
 - 1. Section 1735. No discrimination shall be made in the employment of persons upon Public Works because of race, color, national origin or ancestry, or religion of such persons and every Contractor for Public Works violating this section is subject to all the penalties imposed for a violation of this chapter.
 - 2. Section 1420. It shall be unlawful employment practice, unless based upon a bona fide occupational qualification, or except where based upon applicable security regulations established by the United States or the States or the State of California:
 - a. For an employer, because of the race, religious creed, color, national origin, or ancestry of any person, to refuse to hire or employ him/her or to bar or to discharge from employment such person, or to discriminate against such person in compensation or in terms, conditions or privileges of employment.
- B. Furthermore, the City, as defined in Resolution NS-20,137 and Santa Cruz Municipal Code ("SCMC") Chapter 9.83, further prohibits discrimination on the basis of sexual orientation, height, weight and physical characteristics. Contractor agrees to abide by all of the foregoing statutes, regulations, ordinances and resolutions.

19.03 Local Hiring

- A. Contractor and Subcontractors shall comply with Santa Cruz Municipal Code (SCMC) Chapter 3.10, which is incorporated into the Contract by reference. SCMC Chapter 3.10 specifically requires the City's contractors and their subcontractors to make good faith efforts to hire qualified individuals who are local residents, as workers on City public works projects valued greater than the limit for formal bidding (as set forth in Laws and Regulations) unless prohibited by Laws or Regulations.
- B. Contractor and listed Subcontractors in the Subcontractor's Form must complete and submit to the City, after the award of the Contract and prior to City's issuance of the Notice to Proceed, the form entitled, "Good Faith Effort Statement for Local Hire," as contained in the Bidding Documents.
- C. Contractor must also complete and submit to the City, on a weekly basis, documentation of local hiring. The "Local Hire Residency Compliance" form (Exhibit H) must be submitted with certified payroll records.

- D. Failure to comply with any of the provisions of SCMC Chapter 3.10, including the maintenance of records, shall be deemed a breach of the Contract and may result in the Contractor being declared “non-responsible” by the City and ineligible for the award of future City contracts.

19.04 Department of Industrial Relations Requirements

- A. In accordance with California Labor Code Section 1773.2, the City 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 (DIR), Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. Contractor shall cause a copy of the applicable minimum prevailing wage rates to be posted at the Site, in a prominent location easily visible to workers. Contractor and Subcontractors engaged in the Work shall pay workers not less than the applicable minimum prevailing wage rate. Excepted from such wage rates are construction projects where the Contract Price is \$25,000 or less, or projects of \$15,000 or less for alteration, demolition, repair, or maintenance work.
- B. If a Subcontractor worker engaged in the Work is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties therefor, unless Contractor had knowledge of that failure or unless Contractor fails to comply with all of the following requirements:
 - 1. Subcontract between Contractor and 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.
 - 2. Contractor must monitor payment of the specified general prevailing rate of per diem wages by Subcontractor by periodic review of Subcontractor’s certified payroll records.
 - 3. Upon becoming aware of Subcontractor’s failure to pay the specified prevailing rate of wages, Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due Subcontractor for performance of the Work.
 - 4. Prior to making final payment to Subcontractor, Contractor must obtain an affidavit signed under penalty of perjury from Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the Work and any amounts due pursuant to California Labor Code Section 1813.
- C. The work of installing, assembling, repairing or reconditioning, or other Work of any nature on machinery, equipment, or tools used in or upon the Work shall be considered a part of the Work to be performed under the Contract any laborers, workers, or mechanics working on such machinery, equipment, or tools, shall be subject to all of the requirements relating to labor set forth in the Contract.
- D. Construction, erection, and operation of material production, proportioning, or mixing plants from which material is used wholly on the Contract or on contracts performed for the City, shall be considered a part of the Work to performed under the Contract and any

laborers, workers, or mechanics working on such plants shall be subject to all of the requirements relating to labor set forth in the Contract.

19.05 DIR Registration

- A. No contractor or Subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to California Labor Code Section 1725.5. Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. By submitting its Bid or proposal to City, Contractor is certifying that Contractor has verified that all Subcontractors used on the Work are registered with the DIR in compliance with Labor Code Sections 1771.1 and 1725.5, and Contractor shall submit to City proof of registration.

19.06 Prevailing Wages

- A. In accordance with California Labor Code Section 1775, Contractor and Subcontractors engaged in the Work shall forfeit a penalty of up to \$200 per day for each worker engaged in the Work that Contractor or Subcontractor pays less than the specified prevailing wage. Amount of such penalty shall be determined by the Labor Commissioner. Contractor or Subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each day or portion thereof for which each worker was paid less than the prevailing wage rate.
- B. If it becomes necessary for Contractor or Subcontractor engaged in 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, 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.

19.07 Payroll Records

- A. In accordance with California Labor Code Section 1776, Contractor and each Subcontractor engaged in 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 Project. Payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City 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. Contractor and Subcontractors shall furnish the payroll records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code Section 1771.4.

19.08 Apprenticeship

- A. In accordance with California Labor Code Section 1777.5, Contractor, on behalf of the Contractor and Subcontractors engaged in the Work, are responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on the Project.
- B. Contractor's attention is directed to the Section 1770 *et seq.* of the Labor Code concerning the employment of apprentices by Contractor or Subcontractor.
- C. Section 1777.5, as amended, requires Contractor and Subcontractors employing tradespersons in any apprentice occupation to apply to the joint apprenticeship committee nearest the Site and which administers the apprenticeship program in that trade for a certificate of approval. Certificate will also fix the ratio of apprentices to journeymen that will be used on the Work. Ratio of apprentices to journeymen in such cases shall not be less than one to five except:
 - 1. When unemployment in the area of coverage by the Joint Apprenticeship committee has exceeded an average of 15 percent in the 3 months prior to the request for certificate,
 - 2. When the number of apprentices in training in the area exceeds a ratio of one to five,
 - 3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
 - 4. When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- D. Contractor shall make contributions to funds established for the administration of apprenticeship programs if Contractor employs registered apprentices or journeymen in any apprentice trade on the Project and if other contractors working for City at the Site are making such contributions.
- E. Contractor and Subcontractors shall comply with Sections 1777.5 and 1777.6 in the employment of apprentices.
- F. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship standards and its branch offices.

19.09 Assignment of Unfair Business Practice Claims

- A. In accordance with California Public Contract Code Section 7103.5, Contractor and Subcontractors offer and agree to assign to City all rights, title, and interest in and to all causes of action Contractor or Subcontractors may have under Section 4 of the Clayton Act (15 USC. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Contract. Such assignment shall be made and become effective at the time City issues final payment to Contractor, without further acknowledgement by the parties.

19.10 California Air Resources Board (CARB) Requirement for Certificate of Reported Compliance

- A. Contractor and Subcontractors shall maintain compliance with California Air Resources Board (CARB) requirement for certificate of reported compliance regarding in-use off-road diesel-fueled fleets regulation as stated in California Code of Regulations, Title 13 § 2449 et seq. Non-compliant vehicles are not permitted onsite unless and until Contractor provides City with a valid Certificate of Reported compliance.
- B. Contractor must provide a statement verifying whether they comply or whether they are exempt from the regulation as part of responding to the bid. If the in-use off-road diesel-fueled fleets regulation is applicable to the project, the bid proposal must include a CARB's Certificate of Reported Compliance (Certificate) for vehicles subject to Cal. Code Regs., Title 13 § 2449 et seq. within four (4) business days after opening of the bids, or the bid proposal may be deemed non-responsive.

END OF SECTION

SECTION 00 73 01

SUPPLEMENTARY CONDITIONS

ARTICLE 1 – INTENT OF SUPPLEMENTARY CONDITIONS

- 1.01 These Supplementary Conditions amend or supplement the City of Santa Cruz General Conditions. The General Conditions remain in full force and effect except as amended.
- 1.02 The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

ARTICLE 2 – INSURANCE REQUIREMENTS

- 2.01 Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter from the date of final completion*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

A. Certificate Requirements

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

1. Certificate(s) will show current policy number(s) and effective dates,
2. Coverage and policy limits will meet, or exceed, requirements below,
3. The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Pacific Avenue, Suite 290, Santa Cruz, CA 95060,
4. Certificate will be signed by an authorized representative,
5. An endorsement, if required below, will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds, and
 - a. Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required

B. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** \$2,000,000 PER OCCURRENCE;
\$2,000,000 AGGREGATE

Proof of coverage for \$2 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG

25 03 or 25 04) or the general aggregate limit will be at least twice the required occurrence limit.

2. **Professional Liability (Errors and Omissions):** \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.

Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

3. **Automobile Liability:** Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
4. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Santa Cruz and United States Environmental Protection Agency for all work performed by Contractor, its employees, agents and subcontractors.

5. **Surety Bonds** as described below. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (APPLICABLE TO ALL CONTRACTORS AND SUBCONTRACTORS OF ANY TIER PERFORMING ANY REMOVAL, REMEDIATION, ABATEMENT, TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS MATERIALS AND/OR PROJECTS INVOLVING ENVIRONMENTAL HAZARDS) with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Santa Cruz requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz and United States Environmental Protection Agency.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The City of Santa Cruz, , their respective officers, officials, employees, and authorized agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later editions are used).

2. Primary Coverage

For any claims related to this contract, Contractor's **insurance coverage shall be primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Santa Cruz, , **their respective** officers, officials, employees, and authorized agents. Any insurance or self-insurance maintained by the City of Santa Cruz, , **their respective** officers, officials, employees, and authorized agents shall be excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Santa Cruz.

4. Waiver of Subrogation

Contractor hereby grants to the City of Santa Cruz a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Santa Cruz by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Cruz has received a waiver of subrogation endorsement from the insurer.

5. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Santa Cruz. The City of Santa Cruz may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Santa Cruz.

6. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Santa Cruz.

7. Claims Made Policies

If any of the required policies provide claims-made coverage:

- a. The Retroactive Date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for five (5) years after completion of contract work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or the start of work date, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the City of Santa Cruz for review.
- e. If the services involve lead-based paint or asbestos identification/remediation, Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractors’ Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

8. Verification of Coverage

Contractor shall furnish the City of Santa Cruz with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City of Santa Cruz before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. The City of Santa Cruz reserves the right to require complete, certified copies of all required insurance policies, including declarations and endorsements required by these specifications, at any time.

9. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Santa Cruz and United States Environmental Protection Agency, and their respective officers, officials, employees, agents, and volunteers are additional insureds on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances:

The City of Santa Cruz reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 3 - LIQUIDATED DAMAGES

- 3.01 Liquidated damages are the specified dollar amount the Contractor shall pay to the City as a result of the Contractor's failure to achieve Milestones, Substantial Completion, or Final Completion of the Work.
- 3.02 Contractor agrees that time is of the essence for this Contract and that City will suffer financial and other losses if the Work is not completed and/or Milestones are not achieved within the Contract Times, or as duly modified. If any Work has not occurred within the Contract Times, Owner will assess liquidated damages, as it is and will be impractical and extremely difficult to ascertain the actual damages which City will sustain in the event of and by reason of such delay. Contractor agrees that the liquidated damages listed below are reasonable estimates of damages for delay and will not be construed as a penalty. City shall have the right to deduct said liquidated damages from any amount due or that may become due the Contractor, or to collect such liquidated damages from the Contractor or its surety.
- 3.03 If Contractor neglects, refuses, or fails to complete the Work within the Contract Times (as duly adjusted pursuant to the Contract):
- A. Contractor shall pay City: \$500 as liquidated damages for each calendar day that expires after the time specified herein for Milestones or Substantial Completion.
 - B. For delays after Substantial Completion, Contractor shall pay City: \$500 as liquidated damages for each calendar day that expires after the time specified herein for completion and readiness for final payment until the Final Completion of the Work.
- 3.04 Any progress payments by City after the scheduled completion date does not constitute a waiver of the City's right to liquidated damages.
- 3.05 If City recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are City's sole and exclusive remedy for such delay, and City is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay.
- 3.06 This provision shall not prevent City from seeking all damages and other remedies available to City under this Contract or by Law in the event of any other default by Contractor other than failing to complete the Work within the Contract Times.

ARTICLE 4 - ACCESS REQUIREMENTS

- 4.01 Authorized representatives of the City and the USEPA shall have access to, for the purpose of inspection, the work site(s), any books, documents, papers, and records of the contractor that are pertinent to this agreement at any reasonable time.

ARTICLE 5 – EXISTING UTILITY AVAILABILITY AND USE CHARGES

- 5.01 Construction water: Water, as required for City projects, may be obtained at City-owned fire hydrants provided that an application with a \$3,415 deposit for the hydrant meter is submitted to the Water Department and a permit is issued to the Contractor for its use. Coordinate with City Water Department Engineering to obtain a meter with a backflow prevention system for connection. Contractor will use it according to the Water Department standards, the City's Municipal Code, and permit requirements. Contractor must comply with the Bulk Water & Hydrant Meter Services Policy provided in Exhibit N. The application and fee information can be found in Exhibit O. City will pay for water used directly and water shall not be billed with invoices to the City. The permit will be valid for a maximum of 30 days unless permission is granted by City Water Department Engineering for an extension. Contractor may submit revised meter connection requests during construction. Alternatively, the Contractor may bring water trucks for construction water. City will not pay for water trucks brought to the site by the Contractor, except in cases when metered water is not available (e.g., during maintenance or unplanned outage).

END OF SECTION

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section describes special requirements and construction constraints that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the specifications.

1.02 SUBMITTALS

- A. The following submittals shall be submitted within 72 hours of Notice to Begin Preconstruction Activities. Submittals to be approved by City before mobilization occurs. Mobilization cannot begin prior to November 2, 2026.
 - 1. Baseline Construction Schedule. Schedule to include:
 - a. Detailed proposal for any proposed work outside of the normal work hours defined below.
 - b. Outage(s) must be included in the Contractor's baseline construction schedule. See below for outage inclusions.
 - 2. System Outage Request Form: Submit the System Outage Request Form included in Exhibit E. Form shall identify all anticipated outages, utility interruptions, and discharge events.
 - a. Outage(s) include but are not limited to taking the Beltz 10 well out of service or use of raw water pipeline and Beltz Water Treatment Plant reclaim tank for water disposal. Water disposal shall include start date, estimated volume and number of days.
 - b. Utility outages (electrical, communications) shall be included.
 - 3. Staging Area Plan: Submit a plan indicating material storage, vehicle parking, access routes, and construction staging areas for City review and approval prior to mobilization.

1.03 WORK HOURS

- A. Normal work hours, including related site activities of any kind are limited 8:00 a.m. to 5:00 p.m. on work days (Mondays through Fridays except for City holidays). Work outside of these hours requires at least 48 hours prior

consent of the Construction Manager (CM). The City will consider approval of an extension of work hours for specific work activities if the Contractor can show that sufficient measures will be taken to minimize noise, light, traffic and other potential impacts on local residents.

B. City holiday closures:

1. New Years Day, January 1st
2. Martin Luther King Day, 3rd Monday in January
3. President's Day, 3rd Monday in February
4. Farm Worker Appreciation Day, March 31st
5. Memorial Day, last Monday in May
6. Juneteenth, June 19th
7. Independence Day, July 4th
8. Labor Day, 1st Monday in September
9. Veteran's Day, November 11th
10. Thanksgiving Day and following Friday
11. Christmas Day, December 25th
12. When a holiday falls on a Sunday, the following Monday is observed as the holiday. When a holiday falls on a Saturday, the preceding Friday is observed as the holiday.
13. The City offices are closed for two weeks surrounding the winter holidays, typically December 21st through January 1st.

1.04 MAINTENANCE OF FACILITY OPERATION

- A. The Contractor will be performing work at a City facility. Under these conditions, extra precautions will be necessary to ensure that no damage occurs to City facilities, including piping, utilities, roads, and structures, that are to remain in operation and are not to be modified or replaced. Any temporary facilities, materials, equipment and labor required to achieve these objectives shall be provided by the Contractor at its own expense. At the completion of work, all such temporary facilities, materials and equipment remaining shall be removed from the site.

1.05 GENERAL ACCESS

- A. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Private Driveway Restrictions:
 - 1. The Contractor shall not use the private driveway adjacent to the Site for access, staging, parking, or construction activities. This restriction applies to all personnel, subcontractors, deliveries, and equipment. Refer to the figure in Exhibit D for the location of the private driveway.
 - 2. Authorized access shall be limited to the Site property. Any damage to adjacent private property shall be repaired at the Contractor's expense.
- C. Worker Parking:
 - 1. All Contractor and subcontractor vehicles shall park only in designated areas located directly in front of or within the project site, as approved by the City.
 - 2. Parking on adjacent residential streets, private property, or other unauthorized areas is prohibited.
- D. The Contractor will be permitted to add their own combination lock to the gate. Gated Access to the site will always remain closed and locked unless guarded by the Contractor; unlocked gates will not be left unattended.
- E. Non-authorized personnel are not allowed past the Gates.
- F. Contractor activities, including staging, shall not adversely affect the resident's access along on 34th Ave and shall maintain access for emergency vehicles at all times.
- G. Following completion of the Work, the Contractor will remove their lock.
- H. Site Surface and Wet Weather Conditions:
 - 1. The Site is unpaved and may become unstable during wet weather conditions.
 - 2. The Contractor shall be responsible for maintaining safe and reliable access during the rainy season, including measures to prevent vehicles from becoming stuck or tracking mud onto public roadways. Contractor shall immediately clean any tracked material at its own expense.

3. Such measures may include placement of aggregate base, temporary stabilized access routes, or similar ground stabilization methods as necessary. If aggregate bases is placed, it shall be a size that cars can drive over it.
4. All wet weather BMPs (except aggregate base) shall be removed upon completion unless otherwise directed by the City.

1.06 SITE SAFETY AND SECURITY

- A. The Contractor will be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of the site and will provide the necessary protection to prevent damages, injury, or loss to: (1) all persons on the Site who may be affected by the Work; (2) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and (3) other property at the Site or adjacent thereto, including trees, shrubs, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will comply with specification 01 35 23, all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and will erect and maintain all necessary safeguards for such safety and protection.
- C. The Contractor will be solely responsible for safety training and documentation. Contractor will provide the City with Contractor's Injury and Illness Prevention Plan and site safety plan with designated safety officer. All employees will be current on all safety training and Contractor will provide training documentation for all employees.
- D. The Contractor will ensure the site is secure at the end of each day and will comply with all City security procedures. The City is not responsible for lost, stolen, or vandalized equipment or materials staged at the Work Site.

1.07 CONSTRUCTION NOISE

- A. All work shall be performed in accordance with local noise ordinances, including Santa Cruz County sound control and noise level regulations, as applicable. The noise ordinance is referenced in Section 01 41 33 Environmental Regulatory Requirements 1.02 B 11.

1.08 PROCESS AND SYSTEM SHUTDOWN CONSTRAINTS

- A. Existing City-owned systems, utilities or equipment will be isolated, decommissioned, de-energized, or depressurized only by the Owner's

operations personnel. This work will be done in accordance with the System Outage Request Form and schedule prepared by the Contractor and approved by the City. Contractor shall provide 7 days' notice to CM of need to turn valve.

- B. The Beltz 10 well outage shall be limited to one continuous period encompassing pump removal, well rehabilitation, pump reinstallation, disinfection, testing, and return to service. The outage shall not exceed 22 working days, excluding weekends and City-recognized holidays. Contractor-caused delays shall count toward the 22-day limit. Separate discharge events within the outage period will not constitute additional well outages but require individual City approval. Schedule and coordinate the outage in accordance with the approved System Outage Request Form.
- C. The Contractor will provide all necessary temporary pumps, piping, power, electrical wiring, controls, and labor during and subsequent to all shutdown activities.
- D. The City will limit the duration of shutdowns for critical systems. Stated durations are the total time period between when the system is made available to Contractor and when it is ready for return to service. If the Contractor cannot complete the work within the allowed time, Contractor shall immediately request an extension from the City. If the City does not approve the requested extension, Contractor shall complete the work or return the system to operable condition. The City will complete the work if Contractor does not return the system to operable condition as directed. Contractor is responsible for extra costs or damages incurred by the Contractor or the City to meet these requirements.

1.09 SYSTEM OUTAGE REQUEST PROCEDURES

- A. Contractor may not remove from service any existing facilities or utilities unless approved by the City and temporary utilities are provided if required.
- B. Reconfirm each outage, utility interruption, valve operation, and discharge event identified in the approved System Outage Request Form with the City and CM at least seven (7) days before the scheduled start. No outage-related work or discharge shall begin without City approval.
- C. Submit a revised System Outage Request Form if the proposed date, duration, scope, sequencing, affected facilities, required personnel or equipment, or other material information differs from the form submitted during preconstruction.
- D. System Outage Start Process:
 - 1. Contractor identifies valves/devices for City operation.

2. City reviews the plan and performs isolation and lock-out/tag-out (LOTO).
3. Contractor and City jointly verify all valve/device positions.
4. Contractor implements additional LOTO and provides a revised plan if needed.
5. City witnesses Contractor's valve/device actions and adds City LOTO.
6. Both parties sign and date two copies of the updated LOTO list.
7. The signed date/time becomes the official outage start.

A. Outage Duration:

1. Outage duration runs until 7:00 a.m. on the final allowed day.
2. City requires an additional 48 hours after the outage to restore plant operation; this period is not included in the outage duration.

B. Outage Completion:

1. Contractor completes work, ensures acceptable bacteriological tests, removes locks, and walks down with City.
2. City removes its locks.
3. Both parties sign and record completion time.
4. Exceeding the approved outage duration may result in liquidated damages.

C. Shutdown Limitations:

1. The City limits outage durations on critical systems.
2. If the Contractor cannot complete work in the allowed time, they must request an extension.
3. If denied, Contractor must finish or return the system to operable condition.
4. If Contractor fails to do so, the City may complete the work, and Contractor is responsible for all related costs/damages.

1.10 UTILITIES

A. Existing Utilities that are in the vicinity of the project area include:

1. County storm drains.
2. County sewer.
3. PG&E gas, buried electric, and overhead electric lines.
4. City potable and raw water lines.
5. AT&T fiber optic and overhead lines.
6. Comcast Northern California fiber optic lines.

1.11 TEMPORARY WATER AND DISCHARGE MANAGEMENT

1. All work requiring water discharge to raw water pipeline shall be completed by end of December 2026.
2. No direct sanitary sewer connections are available at the Site.
3. No discharges to storm drain are permitted for this project.
4. City staff will turn valves to direct discharge water from Beltz 10 to the raw water pipeline, reclaim tank, and sanitary sewer. Contractor shall provide seven (7) days' notice to CM of need to turn valve.
5. Any water generated from construction activities shall be managed as follows:
 - a. All discharges to sanitary sewer require the use of the raw water pipeline and the Beltz Water Treatment Plant reclaim tank; the use of these systems requires an outage, and Contractor shall comply with approved System Outage Request Form (Exhibit E).
 - b. Contractor shall reconfirm each proposed discharge event with the City and CM at least seven (7) days before the scheduled discharge. Provide the proposed start date, estimated volume, anticipated flow rate, and duration.
 - c. Contractor shall submit a revised System Outage Request Form if this information differs from the previously submitted form. No discharge shall begin without City approval

- d. All discharge operations shall be coordinated with facility operations and the Beltz 8 ASR construction project and may not occur without prior City approval.
- 6. Discharges to the sanitary sewer may be prohibited or limited due to:
 - a. Rain, per Significant Industrial User Permit 1031 (Exhibit C).
 - b. Shared use of the sanitary sewer pipeline, which may reduce the allowable flow rate as defined in Exhibit C.
- 7. The Contractor shall provide all temporary piping, pumps, controls, and labor necessary to implement this system.

1.12 MISCELLANEOUS OTHER RESTRICTIONS

- A. Smoking: due to the fire hazard, smoking will only be permitted at designated approved areas on the site.

PART 2 - NOT USED

PART 3 – NOT USED

END OF SECTION

SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Apportionment of the Work among the various bid/pay items.
2. Payment for lump sum bid items will be made at the price bid for each item listed in the Bid Sheet form in Exhibit Z or as extra work as provided in the General Conditions.
3. Payment for unit price bid items will be based on the measurements and quantities described in the Bid Sheet form in Exhibit Z . These items include unit price and lump sum price items. Variations in bid quantity will be as provided in Article 13 of the General Conditions and defines how work items are measured and paid for on Unit Price Contracts.

1.02 ALL WORK – GENERAL

A. Predecessors to Payment

1. Initial progress payment will not be made prior to approval by the CM of the Construction Progress Schedule, the Subcontractor Payment Report, and the Schedule of Submittals.
2. No subsequent progress payment will be made prior to receipt by the CM of the monthly revision of the Construction Progress Schedule and of the Subcontractor Payment Report.
3. No subsequent progress payment will be made prior to receipt by the City of Certified Payrolls for the previous month. If the Certified Payrolls are not complete or contain errors, the City will withhold from payment the gross amount of the portion of previous month's payroll that is in question until the matter is resolved. Contractor shall provide documentation that certified payrolls have been submitted to the California Department of Industrial Relations.

- B. The items indicated in this Section are the same bid/pay items indicated in the Contract and in the Bid Sheet form Form in Exhibit Z and constitute all

pay items for completing the Work. For measurement and payment of individual bid items, refer to Exhibit A Technical Provisions.

- C. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant or facility services, Contractor's or Construction Manager's (CM's) field offices, layout surveys, Project signs, sanitary requirements, testing, safety provisions and safety devices, Submittals and record documents, water supplies, power and fuel, maintenance of traffic, removal of waste, security, coordination with City's operations, information technology (including hardware, software, and services) required during construction, bonds, insurance, or other requirements of the General Conditions, Supplementary Conditions, Division 01 Specifications, and other requirements of the Contract Documents.
- D. Compensation for all services, items, materials, and equipment shall be included in prices stipulated for the lump sum Work and items of Unit Price Work indicated in this Section and included in the Contract.
- E. Each lump sum and unit price shall include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- F. Payment for items labeled "install" shall include full compensation for all labor, materials, tools and equipment to install City -furnished equipment, complete in place as specified and shown on the Contract Documents. Payment for all other items shall include full compensation for all labor, materials, tools and equipment to furnish and install the item complete in place as specified and shown on the Contract Documents. Payment for all items shall include associated cleaning, priming, flushing, calibrating and testing.

1.03 UNIT PRICE WORK ITEMS

- A. Payment for Unit Price Work at the unit prices indicated in the Contract shall be full compensation to Contractor for the associated Unit Price Work.
- B. Where the quantity eligible for payment for a given item of Unit Price Work exceeds the quantity in the Contract for that item, City will pay overruns at the contracted unit price for that item to the extent that underruns in other items of Unit Price Work exist and do not require the City to pay an amount greater than the Contract Price. When necessary, City and Contractor will sign Change Order(s) to adjust quantities of Unit Price Work as appropriate.
- C. Unless otherwise indicated in the Contract Documents, measured quantities eligible for payment will be rounded to the nearest whole number.

D. Measurement – General:

1. Measurement for progress payments shall be by, or approved by, Construction Manager based on actual quantities provided in accordance with the Contract Documents. Actual quantities eligible for payment, whether or not included in a prior Application for Payment, are subject to adjustment for corrections, incomplete Unit Price Work, or defective Work.
2. Unless expressly indicated as being included in another item of the Work, or unless otherwise indicated in the Contract Documents, unit prices for all items of Unit Price Work include all related Work and direct and indirect costs necessary for complete and functional Work in accordance with the Contract Documents.
3. Prior to final payment, quantities of Unit Price Work in the Contract will be adjusted to equal the final quantities of Unit Price Work provided in accordance with the Contract Documents and measured by Construction Manager.

E. Payment – General:

1. Progress payments shall be in accordance with the Contract Documents based on estimated quantities provided, paid at the associated unit price for that item as set forth in the Contract.
2. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.

F. Estimated Quantities Included in Contract

1. Estimated quantities for items of Unit Price Work, as included in the Contract, are approximate only and are included solely for purpose of comparing Bids and pricing. City does not expressly or by implication agree that nature of materials encountered below the ground surface, or actual quantities of material encountered or required, will correspond with the quantities included in the Contract on the Effective Date of the Contract, and reserves right to increase or decrease quantities, and to eliminate quantities, as City may deem necessary. Unless indicated otherwise in the Supplementary Conditions, Contractor or City will not be entitled to adjustment in unit price(s) of Unit Price Work items as a result of change in estimated quantity and agree to accept the unit prices accepted in the Bid as complete and total compensation for additions caused by changes or alterations in the Unit Price Work directed by City.

1.04 LUMP SUM WORK ITEMS

- A. Payment for lump sum items shall be made only upon satisfactory completion of the entire task as determined by the City Representative.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

SECTION 01 35 23

SAFETY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Establishes General Provisions regarding the Contractor's role for safety.

1.02 GENERAL PROVISIONS

- A. The Contractor must ensure job-site safety and compliance with all pertinent Title 8, California Code of Regulations Cal/OSHA, and Title 29, Code of Federal Regulations (OSHA).
- B. Contractor is solely and exclusively responsible for maintaining job-site safety and compliance with all pertinent Groups and Articles set forth in Title 8, California Code of Regulations (Cal/OSHA), and Title 29, Code of Federal Regulations (OSHA) as applicable.
- C. The Contractor will appoint an on-site Emergency Response Manager (ERM).
 - 1. The ERM will be the single point of contact for all emergency related matters. This role may be performed by the Contractor's safety representative.
 - 2. In case of any emergency, the ERM will call 9-1-1 to notify local authorities.
 - 3. In the case of unplanned or unanticipated water supply outages, the ERM will call (831) 420-5457 which is the City 24/7 operations desk.
- D. Provide for public safety when working in at any location where the public has access.

1.03 SUBMITTALS

- A. Project Health And Safety Plan:
 - 1. The Contractor shall develop a Site Specific Health and Safety Plan (SSHP). This submittal shall be furnished upon request from the City. The City will not approve the SSHP, rather only accept and acknowledge the Contractor has it complete.

END OF SECTION

SECTION 01 41 33

ENVIRONMENTAL REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes:
 - 1. Description of the environmental requirements for this Project.
 - 2. Permits obtained by the City in which the Contractor must meet requirements.
 - 3. List of environmental work activities.

1.02 DESCRIPTION

- A. Work Included:
 - 1. Implement required environmental procedures and controls during performance of the Work.
 - 2. Meet with the City Representative prior to commencement of the Work to review the project environmental requirements as applicable to the Contractor's procedures and to develop mutual understandings relative to compliance with the environmental protection requirements and administration of the Contractor's environmental pollution control programs.
 - (a) Exhibit B is the Notice of Exemption from the California Environmental Quality Act for the Beltz 10 ASR pilot project. This Project is part of an ASR program included in the Santa Cruz Water Rights Environmental Impact Report (EIR) which can be found on the City's website:
<https://www.santacruzca.gov/Government/City-Departments/Water-Department/Reports-and-Plans/Environmental-Documents/Santa-Cruz-Water-Rights-Project>

1.03 PERMIT REQUIREMENTS

- A. Do not create a nuisance or pollution as defined in the California Water Code. Do not cause a violation of any applicable water quality standards for receiving waters adopted by the California Central Coast Regional Water Quality Control Board or the State Water Resources Control Board, as required by the Clean Water Act.

- B. The Contractor shall comply with the Beltz 10 technical specifications.
- C. The Contractor shall include tentative date for discharges in a baseline schedule before construction begins. The Contractor shall provide 7 days' notice to the CM. Contractor's notice shall include start date, estimated volume or flow rate and number of days. Discharges conveyed from Beltz Well 10 to the Beltz Water Treatment Plant reclaim tank and the sanitary sewer must comply with the water quality and weather requirements in the 2025-2028 Wastewater Significant Industrial User Discharge Permit issued by the Santa Cruz County Sanitation District (Exhibit C).
 - 1. No discharges can occur during significant rain events (0.2 - 2.0 inches/hour); discharge may resume 48-hrs after significant rain events.
 - 2. Coordinate with the City on available flow rate since there may be ongoing discharges from the facility that limit the amount of discharge allowed from Beltz Well 10 work.
- D. The City of Santa Cruz operates Beltz Well 10 as a groundwater well permitted by the California Division of Drinking Water. All products used in the Beltz 10 well and raw water pipeline must be NSF 60/61 certified. Contractor shall submit the Material Safety Data Sheet(s) (MSDS) to the City Representative for review and approval prior to use and application of the products.

1.04 ENVIRONMENTAL WORK ACTIVITIES:

- A. Contractor shall be responsible for all costs of disposal of construction and demolition waste material and liquid wastes generated by Contractor's work.
- B. Contractor shall properly contain, remove, and dispose of waste regularly to avoid attracting wildlife.
- C. Contractor shall transport and dispose of materials in accordance with all local, state, and federal laws, rules, and regulations.
- D. The Contractor shall not disturb active bird nests. The nesting season is February 1 to August 30. Restrictions may be placed on work in close proximity to a bird nest if a buffer is recommended by a biologist representing the City. Perform work in a manner that complies with the Migratory Bird Treaty Act (MBTA) of 1918 and California Department of Fish and Game Code Section 3503, 3503.5, and 3513 (in addition to the Federal Endangered Species Act and California Endangered Species Act for listed birds).

- E. The Beltz Well 10 site is unpaved and has several trees. Tree protection shall be implemented for all trees in proximity to construction operations. Heavy equipment such as a pump rig, storage tanks for groundwater, and vehicles, shall not be located underneath the canopy of a tree. Appropriate buffer distances shall be identified by the City and implemented by the Contractor to ensure the root zones and canopies of residual trees are not damaged during construction activities. No tree or vegetation trimming, clearing or removal is authorized. Any trees that are damaged or die during construction are the responsibility of the Contractor to replace.
- F. Contractor shall implement pollution prevention controls. No debris, soil, silt, sand, bark, slash, sawdust, asphalt, rubbish, paint, oil, cement, concrete or washings thereof, oil or petroleum products, or other organic or earthen materials from construction activities shall be allowed to enter into storm drains or surface waters or be placed where it may be washed by rainfall or runoff outside the construction limits.
 - 1. When operations are completed, excess materials or debris shall be removed from the work area in accordance with all applicable regulations.
 - 2. All hazardous or toxic materials that could be deleterious to aquatic life that could be washed into State waters or their tributaries shall be contained in water tight containers or removed from the project site. Contractor shall prevent concrete dust from entering stream flow at any time.
- G. Excess material shall be disposed of in locations approved by the City Representative consistent with all applicable legal requirements and disposal facility permits.
 - 1. Any chemical or hazardous material used in the performance of the Work shall be handled, stored, applied, and disposed of consistent with all applicable federal, state, and local laws and regulations.
 - 2. Contractor must follow the City's Integrated Pest Management (IPM) policy for herbicides or pest management. Use of Pesticides Containing Glyphosate for Weed Abatement is prohibited.
- H. Spill Prevention
 - 1. Clean up all spills and immediately notify the City Representative in the event of a pollutant or potential pollutant spill. Spill kits are to be ready and available on site at all times.
 - 2. Stationary equipment such as motors, pumps, and generators, shall be equipped with drip pans. Secondary containment with walls shall be no less than 12 inches in height is required for work with

hazardous fluids (cans of fuel, paints, solvents), chemicals or petroleum products that could contaminate the soil or surface water. Secondary containment shall be used for loose cans of fuel or other hazardous materials if not otherwise stored in a hazardous materials storage area.

- I. Use best management practices (BMPs) to control erosion and trap sediment onsite. Prevent equipment and vehicle tires from tracking out onto the street. See Technical Specifications Section 107 for information on BMPs.
- J. Furnish all labor, equipment, and means required and carry out effective measures wherever, and as often as necessary, to prevent Contractor's operations from causing visible dust emissions to leave the work areas.
- K. Noise and Emissions Control:
 - 1. Contractor shall limit equipment idling to 5 minutes. Sensitive receptors are adjacent to the Beltz Well 10 site which is in a residential neighborhood.
 - 2. Santa Cruz County Code noise ordinances are 8.30.010, 8.30.030, and 13.15.040. Beltz Well 10 ASR pilot project is a feasibility study being conducted by a public agency for the public's health, welfare and safety.
 - 3. Schedule work to be performed during working hours per Work Restrictions 01 14 00. No work prior to 8 am.
 - 4. Furnish all labor, equipment and means required to minimize temporary increases in ambient noise levels during construction to comply with the City's Good Neighbor Policy.
 - 5. Contractor is informed that criminal and/or civil penalties may be imposed on any person who violates any rule, regulation, permit or Order of the California Air Resources Board or Monterey Bay Air Resources District that is adopted to control and contain air emissions.
 - 6. Contractor shall be responsible for determining and acquiring any approvals and preparing any related plans from the Monterey Bay Air Resources District.
 - 7. All construction equipment shall be properly serviced and maintained in good operating condition to reduce emissions. Contractor shall make copies of equipment service logs available upon request.

PART 2 - NOT USED

PART 3 - EXECUTION

END OF SECTION

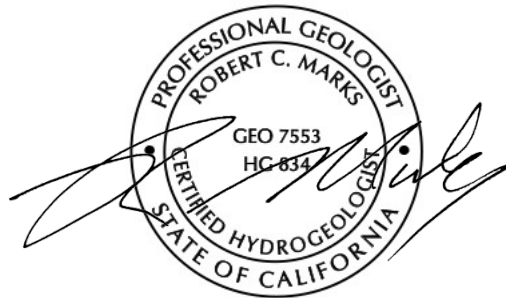
EXHIBIT A
TECHNICAL PROVISIONS

Exhibit Follows

**SANTA CRUZ WATER DEPARTMENT
BELTZ 10 ASR PILOT TEST PROJECT**

TECHNICAL PROVISIONS

- Section 100 - Intent of Contract Documents
- Section 101 - Purpose
- Section 102 - Location
- Section 103 - Site Conditions
- Section 104 - Qualifications of Contractor
- Section 105 - Construction Schedule
- Section 106 - Overview of Work to be Done
- Section 107 - Other Work Required
- Section 108 - Services Provided to Contractor
- Section 109 - Water Supply for Construction



SECTION 100 - INTENT OF CONTRACT DOCUMENTS

It is the intent of the Contract Documents to provide the Santa Cruz Water Department (SCWD) with 1) preparation of the Beltz 10 well for an aquifer storage and recovery (ASR) pilot test program, and 2) the installation of ASR facilities in the well and at the site to facilitate the ASR pilot test.

SECTION 101 - PURPOSE

The purpose of the project is to prepare the existing Beltz 10 municipal production well for ASR pilot testing and to install equipment in the well and an above-ground injection piping system at the site to allow ASR pilot testing to be performed. The information developed during the ASR pilot test program will be utilized by the SCWD to evaluate the Beltz 10 well as a potential permanent ASR well to increase community water supplies.

SECTION 102 - LOCATION

The site is located on 34th Ave in the Live Oak area of Santa Cruz County as shown in **Figure 1**. It will be the responsibility of the Contractor to have inspected the site and to make provisions for physically moving onto and off the site with personnel, equipment and supplies, and material.

SECTION 103 – SITE CONDITIONS

The Beltz 10 well site is located in the western portion of the Santa Cruz Mid-County Groundwater Basin (MGB). The Purisima Aquifer constitutes the western portion of the MGB. The hydrogeology of the Purisima Aquifer has been documented in detail in reports prepared by the United States Geological Survey (USGS), the California Department of Water Resources (DWR), and various individual consultants and consulting firms. These documents describe the stratigraphy, structure, and hydraulic characteristics of the regional aquifer systems. As described, the Purisima Aquifer consists of several distinct zones within the geologic Purisima Formation (Tp). The Purisima Formation is a consolidated to semi-consolidated marine sandstone with siltstone and claystone interbeds and an uneroded thickness of approximately 2,000 feet. The Purisima Aquifer has been subdivided by Johnson (2004) into hydrostratigraphic units (from youngest to oldest, Aquifer Units F through Tu) for purposes of conceptualizing the distribution of hydrogeologic properties and pumping stresses. Underlying the Purisima Formation are older sedimentary formations, the presence of which varies depending on location.

The hydrostratigraphy of the Beltz 10 site is well established from the lithologic and geophysical logs for the well suggests the following stratigraphic interpretation:

Table 1. Site Hydrostratigraphy

Hydrostratigraphic Unit	Depth (ft bgs)	Thickness (feet)
A Aquifer Unit	0 – 170	170
AA Aquifer Unit	170 – 365+*	195+

* - Total depth of borehole

Due to the dip in the formation, only remnants of the Purisima Formations lower-most strata occur within the SCWD service area, and the younger Aquifers F through B stratigraphic units are not present at the Beltz 10 well site.

The Beltz 10 well was drilled and constructed in 2004. An as-built schematic of the well is presented in **Figure 2** and a summary of the as-built well construction features of the well is presented below in **Table 2**:

Table 2. As-Built Well Construction Summary

Design Feature	As-Built	Comment
Total Well Depth (ft bgs)	360	
Seal Depth (ft bgs)	80	10.5-sack cement sand slurry
Casing and Screen Material	Stainless Steel	8-in-dia Blank and Screen
Screen Intervals (ft bgs)	110 – 140 200 – 270 300 – 325 335 – 355	A Unit AA Unit AA Unit AA Unit
Total Screen Length (feet)	155	
Perforation Aperture	0.040-in slots 0.030-in slots 0.020-in slots	Stainless Steel Wire-Wrapped
Gravel Pack (gradation)	8 x 20 12 x 20 16 x 30	RMC Pacific Materials
Cellar Section (ft bgs)	355 – 360	

The well is equipped with a 25 HP Grundfos pump (model 300S250-7AA) rated for 250 gpm at 290 feet of total dynamic head (TDH) set to a depth of 185 feet on 4-in-dia CertaLok PVC drop pipe. The existing electrical service at the site consists of 200-amp service with a variable frequency drive (VFD) rated for 25 HP.

SECTION 104 - QUALIFICATIONS OF THE CONTRACTOR

Contractor shall hold a valid Class C-57/C-61 California Contractor's License. Contractor also shall have a minimum of 5 years of experience in well servicing and rehabilitation work.

Equipment necessary for preparing the existing Beltz 10 well for ASR pilot testing shall include, but not be limited to, the following items:

- Pump rig capable of lifting the bailer or surge block at a minimum velocity of 3 feet/second at the bottom of the well
- Fishing (debris retrieval) tools (as necessary)
- 8-inch-nominal-diameter Nylon brush block (weighted)
- AquaFreed process equipment and materials
- 8-inch-nominal-diameter by 10-foot separation, dual-swab isolation tool with air-lift pumping capability
- Portable storage tank(s) for temporary storage and solids settling of well discharge water
- Pump(s) for transferring fluids from storage / settling tank(s) to connection to existing Raw Water Pipeline at the Beltz 10 well head discharge piping
- Temporary piping and valves for well pump discharge and storage tank piping

The Contractor shall be solely responsible for the condition of his equipment and shall maintain an inventory of necessary spare parts for the timely repair of equipment in the event of a failure or breakdown. No payment shall be made for standby time or equipment rental caused by a breakdown or failure of the Contractor's equipment.

SECTION 105 - CONSTRUCTION SCHEDULE

Prior to issuance of notice-to-proceed (NTP), SCWD will provide Notice to Begin Preconstruction Activities. The Contractor is required to submit Section 01 14 00 submittals within 72 hours upon receipt of Notice to Begin Preconstruction Activities.

It is anticipated that the SCWD will issue notice-to-proceed (NTP) on or about November 2, 2026. The Contract Times will commence to begin on the date of the NTP. The work is to be completed within fifty-nine (59) calendar days of NTP. Refer to Section 01 14 00 for SCWD closures. No site work will be permitted on SCWD-recognized holidays. Work during the SCWD's winter office closure will not be permitted unless specifically authorized in writing by the SCWD and CM. The Contractor shall account for all holiday and office closures in the Baseline Construction Schedule.

The Beltz 10 Well Outage shall be scheduled and completed within the outage duration specified in Section 01 14 00.

The Contractor shall perform work on an approximate 8-hour per day schedule, between the hours of 8 a.m. and 5 p.m., Monday through Friday, and without significant delays. It is understood that the Contractor will anticipate any adverse weather conditions and will take the necessary measures to ensure that work will progress to the completion of the project.

The Contractor shall submit a detailed Baseline Construction Schedule, including required outages, within 72 hours after receipt of the Notice to Begin Preconstruction Activities, in accordance with Section 01 14 00.

SECTION 106 - OVERVIEW OF WORK TO BE DONE

Work includes the furnishing of all materials, labor, equipment, fuel, tools, transportation, and services for well rehabilitation/cleaning, temporary fluid storage and settling facilities necessary to complete the work outlined in these specifications and as directed by the CM.

Preparation of Well for ASR

The downhole preparation (i.e., cleaning/rehabilitation) of the existing Beltz 10 well for ASR pilot testing generally consists of the following:

1. Prior to the beginning of the work, the contractor shall confirm that the existing submersible pump is operational.
2. Pre-rehabilitation pumping test.
3. Removal of the existing pump and appurtenances from the well for cleaning, inspection and temporary protection and storage.
4. Pre-rehabilitation video surveying.
5. Nylon brushing the well screen.
6. Bailing the well to bottom.
7. AquaFreed treatment.
8. Simultaneous air-lift pumping/swabbing of the well screen.
9. Post-rehabilitation acceptance video surveying.
10. Post-rehabilitation pumping test.

ASR Pilot Test Setup

The ASR Pilot Test Setup work generally consists of the following:

1. Fabrication of new steel well head seal plate and discharge head.
2. Reinstallation of existing pump, new injection drop tubes and AquaGard injection pipe, and related appurtenances
3. Well disinfection.
4. Installation of above-ground injection and discharge piping, valving and metering.

SECTION 107 - OTHER WORK REQUIRED

Compliance with Applicable Laws and Regulations

The Contractor shall perform all work in strict accordance with all Federal, State, and local regulations, including those applying to the handling, transportation, and disposal of chemicals used or produced on the project.

Safety

Job site safety, both during and after working hours, is the sole responsibility of the Contractor. The Contractor, his employees and subcontractors shall be familiar with and comply with all applicable safety regulations and guidelines relating to the transportation, handling, and disposal of any chemicals to be utilized for the work as well as other aspects of the work, including electrical and mechanical safety guidelines and regulations. The Contractor shall also provide for and ensure public safety around the site both during and after work hours. The Contractor shall notify local fire department or emergency response agencies of the nature, quantity, and location of chemicals used during the project work (as applicable). Contractor must comply with all SCWD Safety requirements (refer to Section 01 14 00 for SCWD Safety and Security Requirements).

Best Management Practices

The Contractor shall implement, install, and maintain Best Management Practices (BMPs) for the control of nuisance water and storm water. The BMPs shall be adequate to prevent erosion and runoff of sediment laden water from the work site. The BMPs shall also be adequate to prevent the accidental release of nuisance water from the sites, and shall include, but not be limited to, the use of waddles, sandbags, and pumps. Per 01 41 33, BMPs shall also prevent equipment and vehicle tires from tracking out onto the street. The BMPs for the project shall be submitted to and approved by the CM prior to mobilization.

Discharge Water

Project discharges during Beltz 10 rehabilitation/cleaning will be directed to the existing 6-in-dia Raw Water Pipeline that conveys discharge water from Beltz 10 to the Beltz Water Treatment Plant (WTP) as shown on **Figure 3**. As shown, the Raw Water Pipeline distance from the Beltz 10 site to the Beltz WTP site is approximately 1,500 feet. Turbid fluids from the rehabilitation/cleaning of the Beltz 10 well will be directed via the Raw Water Pipeline to an existing 70,000-gallon Reclaim Tank located at the Beltz WTP site for disposal via the sanitary sewer system. Refer to Section 01 41 33 for SCWD discharge permit requirements and limitations. This tank drains at approximately 75 gpm to the sanitary sewer. A minimum of one internally baffled, approximate 5,000-gallon capacity tank shall be used to maximize the settling of solids prior to discharge of the decanted fluids to the Raw Water Pipeline. The Contractor shall provide and install piping from the temporary holding tanks to designated discharge location and a transfer pump of sufficient production capacity and horsepower to convey discharge water during Beltz 10 rehabilitation/cleaning to the Beltz WTP Reclaim Tank via the Raw Water Pipeline.

SCWD staff will be responsible for turning valves in the Raw Water Pipeline system to allow water to flow to the Beltz WTP Reclaim Tank. Contractor shall provide seven (7) days' notice to CM of need to turn valves. For each discharge event involving the Raw Water Pipeline or Beltz WTP Reclaim Tank, the Contractor shall comply with the System Outage Request procedures of Section 01 14 00. Reconfirm each proposed discharge event with SCWD and the CM at least seven (7) days before the scheduled discharge. Provide the proposed start date, estimated discharge volume, anticipated flow rate, and duration. Submit a revised System Outage Request Form if this information differs from the form submitted during preconstruction. No discharge shall begin without written SCWD approval

SECTION 108 - SERVICES FURNISHED BY SCWD

The SCWD will conduct an active public information effort to keep neighbors informed of project status and respond to neighborhood concerns. Neighbors will be provided with telephone numbers for contacting SCWD staff and the CM. The Contractor should not communicate directly with the public. The Contractor should refer any inquiries to SCWD staff.

SECTION 109 - WATER SUPPLY FOR CONSTRUCTION

Water supply will be made available by the SCWD from an existing hydrant and backflow preventer (BFP) located on the site. Follow the process described in General Specifications. The Contractor is responsible for conveyance of water to point of use.

**SANTA CRUZ WATER DEPARTMENT
BELTZ 10 ASR PILOT TEST PROJECT**

SECTION 200 - DOWNHOLE REHABILITATION/CLEANING OF BELTZ 10 WELL

Section 201 - Background

Section 202 - Scope of Work

Section 203 - Procedures

SECTION 201 - BACKGROUND

The SCWD desires to prepare the existing Beltz 10 municipal production well for ASR pilot testing via various means to clean (or “rehabilitate”) the well screen and gravel pack of solids that may be present which could lead to well plugging during injection testing. As shown in **Figure 2**, Beltz 10 is completed to a depth of 355 feet with stainless steel blank casing and well screen. The well screen is of the continuous wire-wrap design at various intervals between the depths of 100 and 355 feet (total screen length is 155 feet), with a cellar section between the depths of 355 and 360 feet. The well is equipped with a submersible pump assembly with the following general specifications:

Pump:	Grundfos 300S250-7AA
Motor:	25 HP
Column:	4-in-dia CertaLok PVC
Setting:	185 feet

Static water level in the well is anticipated to be approximately 40 to 50 feet below ground surface (bgs).

SECTION 202 - SCOPE OF WORK

The Contractor shall provide all equipment, labor, temporary fluid storage and conditioning facilities to complete the work outlined in these specifications, and as directed by the CM. Generally, the work shall consist of:

- Pre-rehabilitation pumping test
- Removal of the existing pump and appurtenances from the well
- Pre-rehabilitation video surveying
- Nylon brushing the well screen
- Bailing the well to bottom
- AquaFreed treatment
- Simultaneous airlift pumping/swabbing
- Post-rehabilitation acceptance video surveying
- Post-rehabilitation pumping test

SECTION 203 - PROCEDURES

The Contractor shall, under the direction of the CM or his representative, remove the existing pump and related appurtenances from the well and then perform development work on the well to remove deleterious material from the casing and screens. The work shall be performed according to the following schedule, with allowances for the effectiveness of treatment as determined by the CM.

SCHEDULE OF WORK

- Task 1. Mobilize Contractor's equipment.
- Task 2. Perform pre-rehabilitation step-rate pumping test.
- Task 3. Remove existing submersible pump assembly, column pipe and appurtenances from the well. Remove from site for cleaning, inspection and temporary storage at Contractor's facility / yard. Prior to removal from the site, the discharge head, column pipe, submersible pump cable and pump/motor assembly shall be clearly marked as SCWD property and the existing condition photo-documented. Pump and motor assembly shall be stored indoors and protected from the elements until reinstallation. Column pipe may be stored outdoors, but the ends of each joint shall be covered to prevent entrance of small animals or other potential nuisances. Provide inspection report with recommendations for repair and replacement of components, as warranted.
- Task 4. After a period of no less than 12-hours following the removal of the pump from the well, the Contractor shall perform a video survey of the well. The video survey shall include downhole and sidescan views of the well screen and shall be performed as directed by the CM.
- Task 5. Brush well screen using weighted Nylon brush. Each 10-foot section of well screen shall be brushed for 20 minutes.
- Task 6. Bail well to bottom to remove all material produced from the brushing operation. Bailed solids and fluids shall be placed in the temporary containment vessel.
- Task 7. Perform AquaFreed treatment of well. The well will be sealed to direct the carbon dioxide through perforated interval of the well. Depending on the casing diameter, either a packer or a temporary 1" thick plate welded to the casing will be used to effectively seal the well. The well will be sealed for a period of approximately 12 hours following treatment, at which time the well will be vented to the atmosphere.
- Task 8. Install temporary piping to route well discharge into the temporary storage tank(s). The discharge piping shall contain valves, fittings, and ports to allow for routing of produced water from the temporary storage tanks to the designated discharge connection to the Raw Water Pipeline on the Beltz 10 wellhead piping shown in **Figure 4**. The temporary storage tank(s) shall be connected in series, baffled or otherwise configured to allow and facilitate the settlement of solids from the produced water during dual-swab airlifting (Task 9). The disposal location will be the existing Reclaim Tank located at the Beltz WTP. Refer to Section 01 41 33 for SCWD site cleanup requirements
- Task 9. Using the dual-swab assembly fitted with air-line, pump while simultaneously swabbing each 10-foot screened section for 30 minutes, starting from the top of the screen and working down to the bottom of the well screen. The procedure shall be repeated starting from the bottom of the screen and working to the top of the well screen, or until the CM determines that airlift/swabbing of each section is complete, and the discharge is clear.

- Task 10. After a period of no less than 24-hours following Task 9, the Contractor shall perform a video inspection of the well casing. The video survey shall include downhole and sidescan views of the well screen and shall be performed as directed by the CM. The video survey shall verify that the well is free of structural damage and clear of all debris to total depth.
- Task 11. Following reinstallation of pump assembly with new discharge head/seal plate, injection drop and sounding tubes and AquaGard injection piping **per Task 14** of ASR Pilot Test Setup below, perform post-rehabilitation step-rate pumping test.
- Task 12. Demobilize Contractor's equipment, remove storage tank(s) and remove all rubbish, empty containers, and waste material from site. The residues removed from the well during the project (i.e., from bailing, settled solids in tanks, etc.,) shall be legally disposed offsite by the Contractor. The Contractor shall restore all temporary work areas by restoring them to their original grade and leave the site ready for use by the SCWD (refer to Section 01 41 33 for SCWD site cleanup requirements).

SECTION 300 – ASR PILOT TEST SETUP

Section 301 - Background

Section 302 - Scope of Work

Section 303 - Procedures

SECTION 301 - BACKGROUND

The SCWD is investigating the feasibility of an ASR project to meet projected shortfalls in water supplies during extended droughts. The project would involve the diversion of “excess”¹ winter and spring flows from the San Lorenzo River (SLR) via the Tait Street and/or Felton Diversion facilities, which would be treated to potable standards at the Graham Hill Water Treatment Plant (GHWTP), then conveyed through the existing (and/or improved) water distribution system(s) to ASR wells located in the Santa Cruz Mid-County Groundwater Basin (MGB) and/or the Santa Margarita Groundwater Basin (SMGB) for injection, storage and later recovery when needed.

Based on the favorable results of a Phase 1 Technical Feasibility Investigation and previous Phase 2 ASR pilot tests at other existing Beltz wells (Beltz 8, 9 and 12), the SCWD desires to advance the ASR feasibility investigation to Phase 2 ASR pilot testing at its existing Beltz 10 municipal production well in the MGB. The overall objective of the Phase 2 pilot testing is to empirically determine specific well performance, hydrogeologic and water-quality factors that will allow a technical and economic viability assessment of ASR technology at the Beltz 10 well. If shown feasible, the data gathered will also be used to provide design basis information for a permanent project at the well.

Following downhole preparation of the well for ASR (Section 200), an ASR pilot test set-up, generally consisting of injection drop tubes, miscellaneous above-ground piping, valving and metering will be installed by the Contractor for ASR testing at the facility by the SCWD.

SECTION 302 - SCOPE OF WORK

The Contractor shall provide all equipment, supplies and labor to complete the work outlined in these specifications, and as directed by the CM. Generally, the work shall consist of:

- Fabrication of steel well head seal plate and discharge head
- Reinstallation of existing pump assembly, installation of new injection drop tubes and sounding tube, AquaGard injection piping and related appurtenances
- Well disinfection
- Installation of above-ground injection and discharge piping, valving and metering
- Performance of work in compliance with Environmental Regulatory Requirements

SECTION 303 - PROCEDURES

Contractor shall, under the direction of the CM or his representative, provide and install a fabricated well head seal plate and discharge head, injection drop tubes, and miscellaneous

¹ “Excess” flows are those flows that exceed SCWD demands and in-stream flow requirements and are within City water rights.

pipng, valves, meter, and fittings at the site. The work shall be performed according to the following schedule:

SCHEDULE OF WORK

- Task 13. Mobilize Contractor's equipment and supplies.
- Task 14. Fabricate special steel well head seal plate and discharge head generally as shown on **Figure 4**. The steel discharge head shall be epoxy coated and lined. Exterior color to match existing piping and to be approved by Owner. The seal plate shall be flanged with a gasket, and the various ports sealed to create a water-tight seal on the well casing. The 4-in-dia discharge head elbow shall be slightly offset as needed in order to accommodate the 1.5-in-dia injection drop tubes, sounding tube, submersible pump cable and AquaGard injection piping in the annular space between the well casing and pump column pipe (refer to Task 15). Contractor shall provide a shop drawing for SCWD and CM review and approval prior to installation.
- Task 15. Reinstall existing submersible pump (Grundfos 300S250-7AA [25 HP] set to a depth of approximately 185 feet on existing 4-in-dia PVC CertaLok column pipe. Install two (2) 1.5-in-dia Sch 40 PVC injection drop tubes generally as shown on **Figure 5**. Injection drop tubes shall be F480 flush-threaded set to a depth of approximately 80 ft. Special orifice caps for each tube will be **provided by the CM** for injection flow control. Install one (1) 1-in-dia Sch 40 PVC water-level sounding tube set to a depth of approximately 185 ft. Injection drop tubes and sounding tube shall be strapped to the pump column pipe with stainless steel bands spaced no more than 10-ft apart to prevent movement downhole during injection operations. Sounding tube shall be perforated on the bottom 5 feet and the bottom of the tube shall be capped. Install one (1) 0.5-in-dia stainless steel AquaGard injection pipe to a depth of approximately 355 feet.
- Task 16. Chlorinate well and pump assembly in accordance with State Well Standards and flush the chlorinated well water into the Raw Water Pipeline and Reclaim Tank at the Beltz WTP until the produced water is free of chlorine. Complete flushing shall be evidenced by a free chlorine residual of less than 0.02 ppm.
- Task 17. Install above-ground piping, valving, metering to route injection supply water to well, and discharge water from well to the Raw Water Pipeline as shown on **Figure 6**. All materials shall be NSF-61 Certified (as applicable). Following installation, piping system shall be pressure tested and disinfected in accordance with ANSI/AWWA Standard C651-05.
- Task 18. Demobilize Contractor's equipment and all waste material from the sites. The Contractor shall restore all temporary work areas by restoring them to their original grade and leave the site ready for use by the SCWD (refer to Section 01 41 33 for SCWD site cleanup requirements).

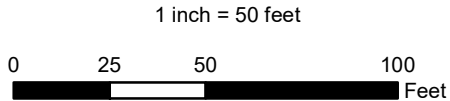
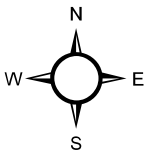
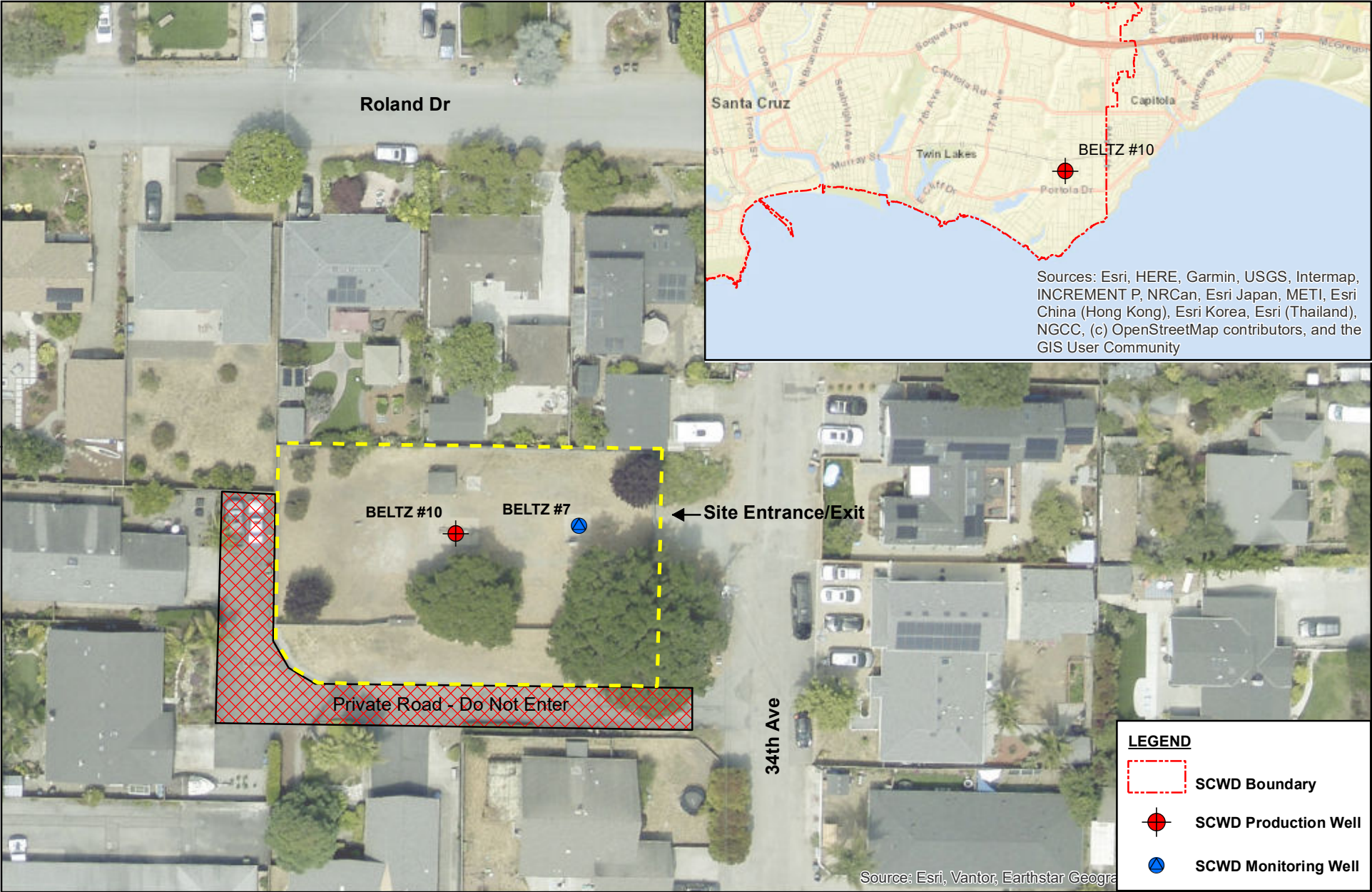


FIGURE 1. SITE LOCATION MAP
ASR Pilot Test Project - Beltz 10
Santa Cruz Water Department

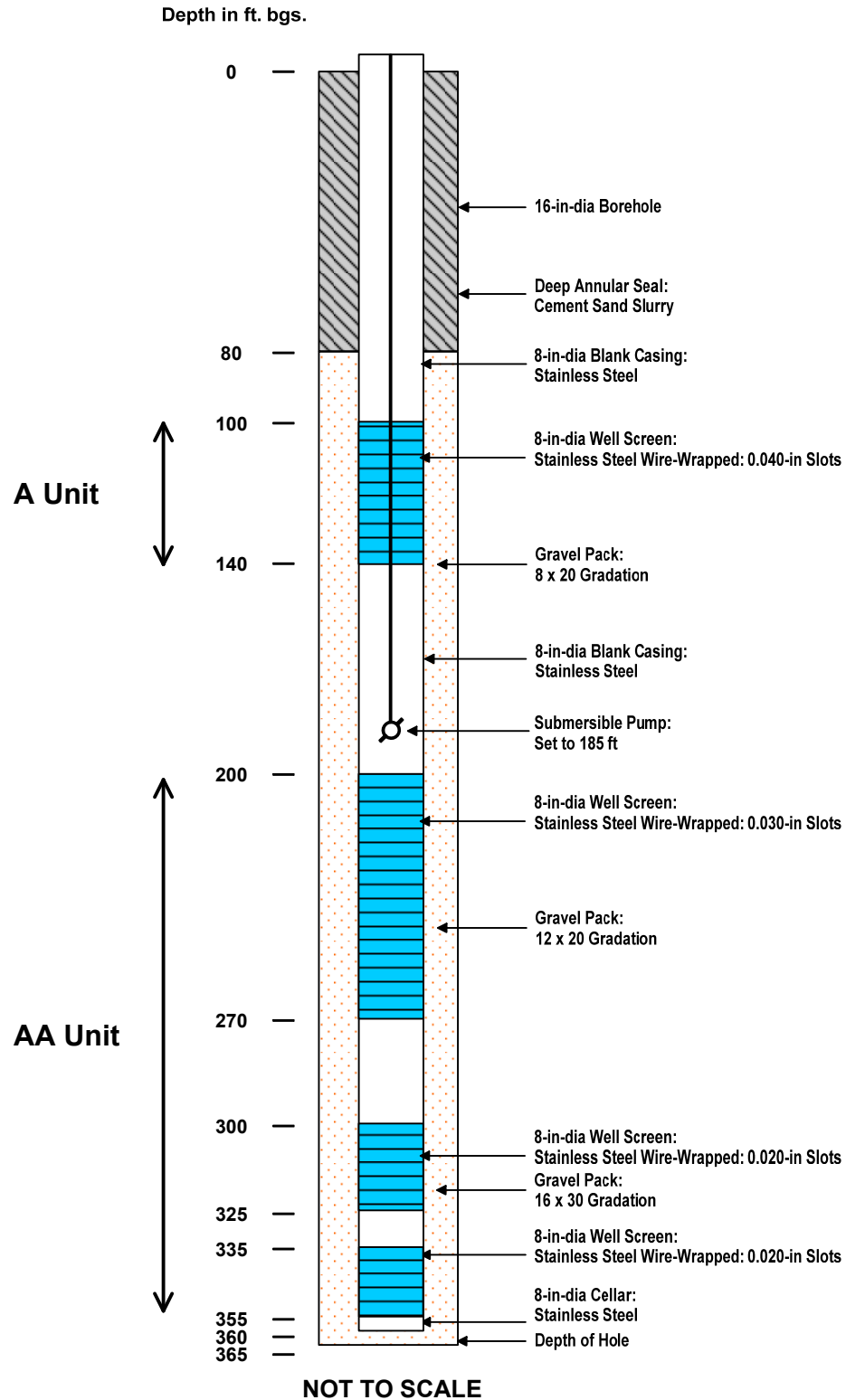


FIGURE 2. AS-BUILT WELL SCHEMATIC - BELTZ 10
ASR Pilot Test Project - Beltz 10
Santa Cruz Water Department

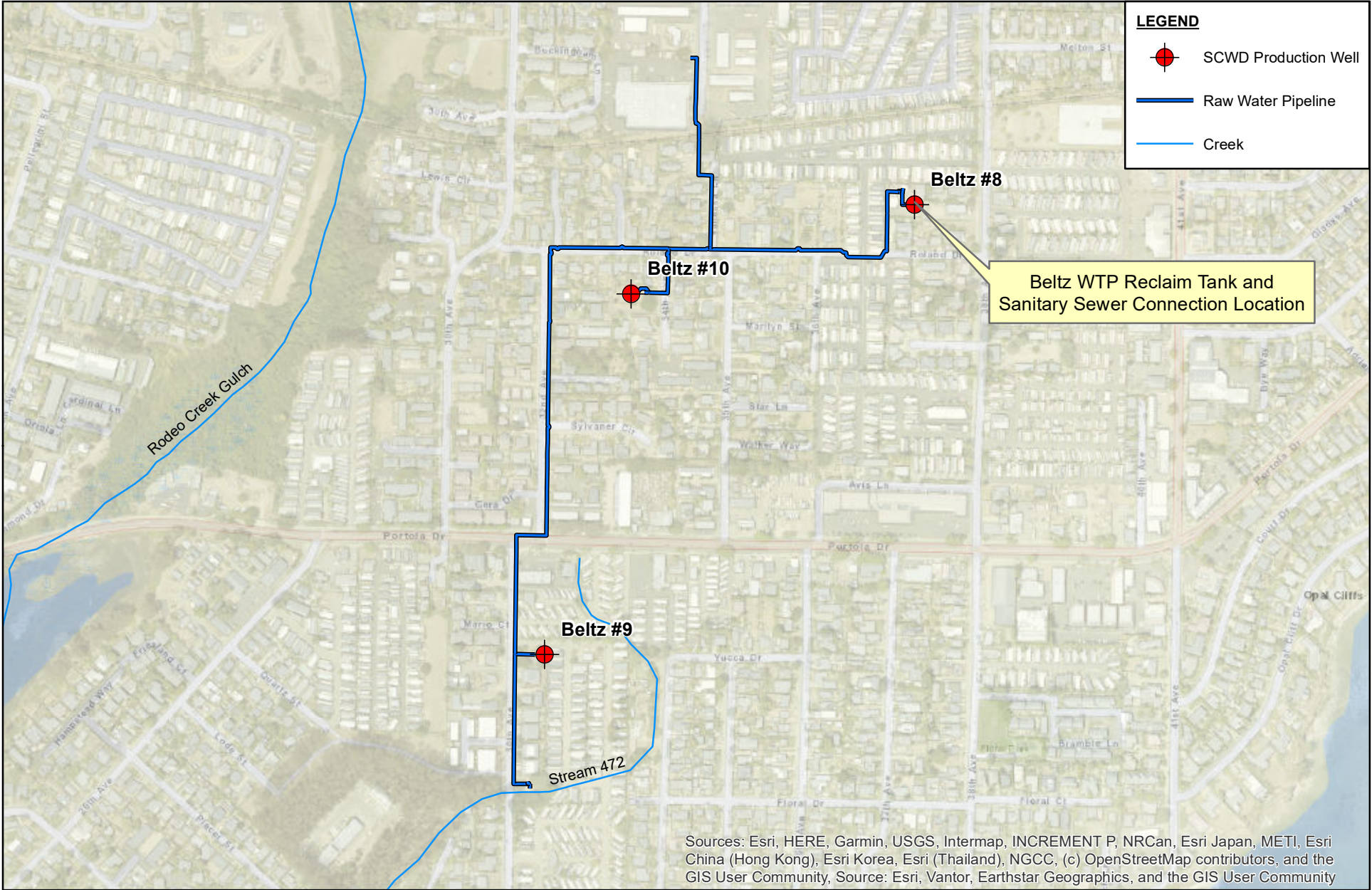


FIGURE 3. BELTZ RAW WATER PIPELINE MAP
ASR Pilot Test Project - Beltz 10
Santa Cruz Water Department

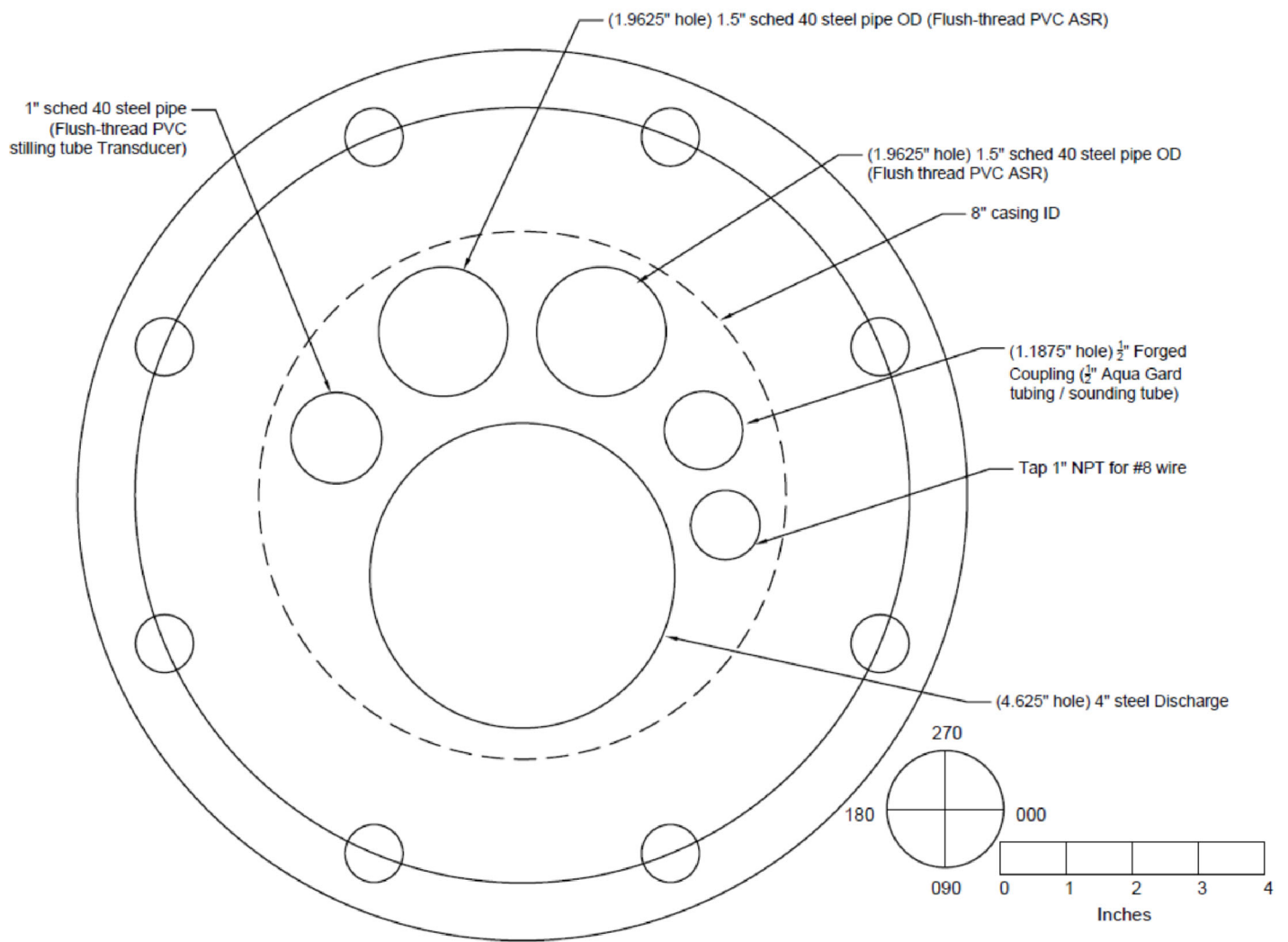
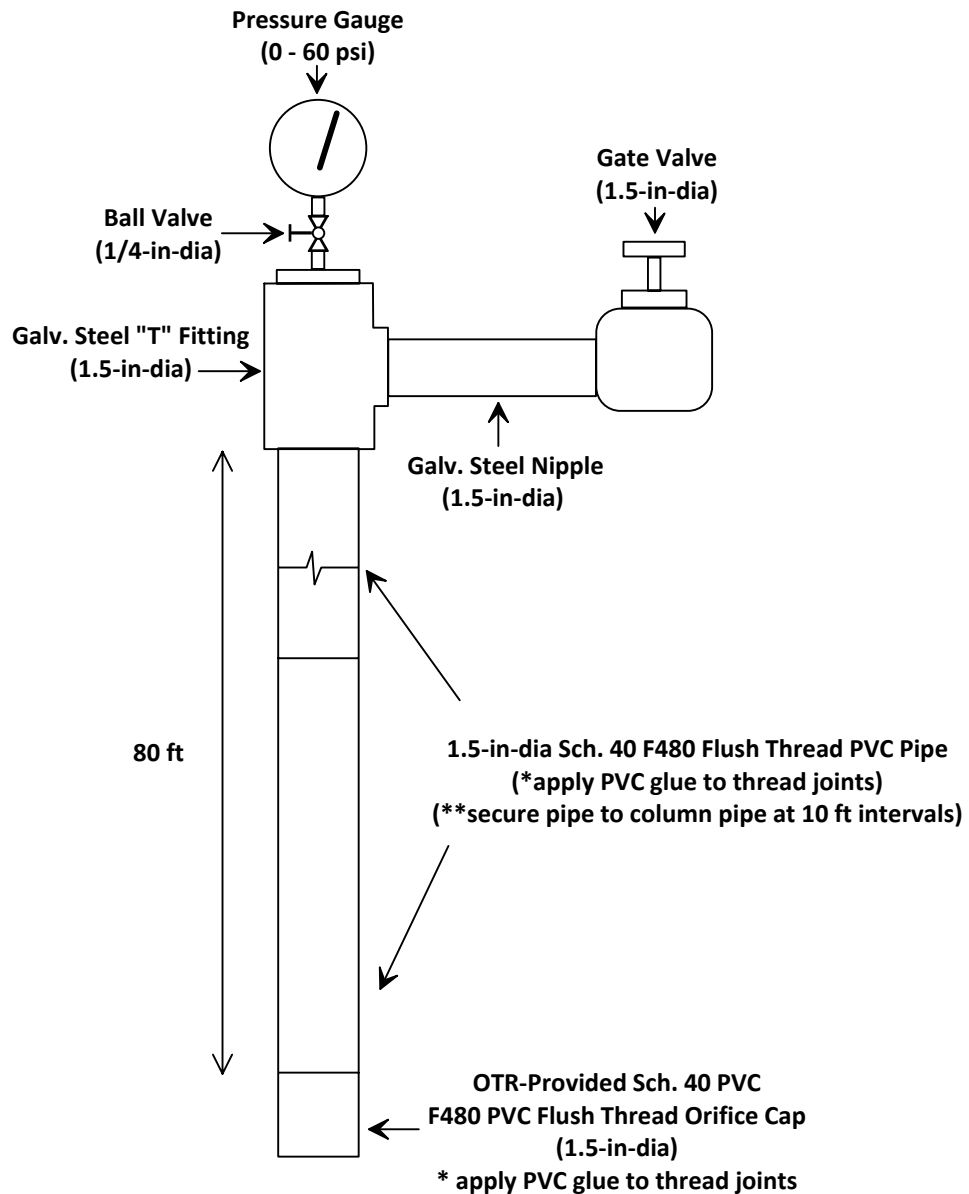
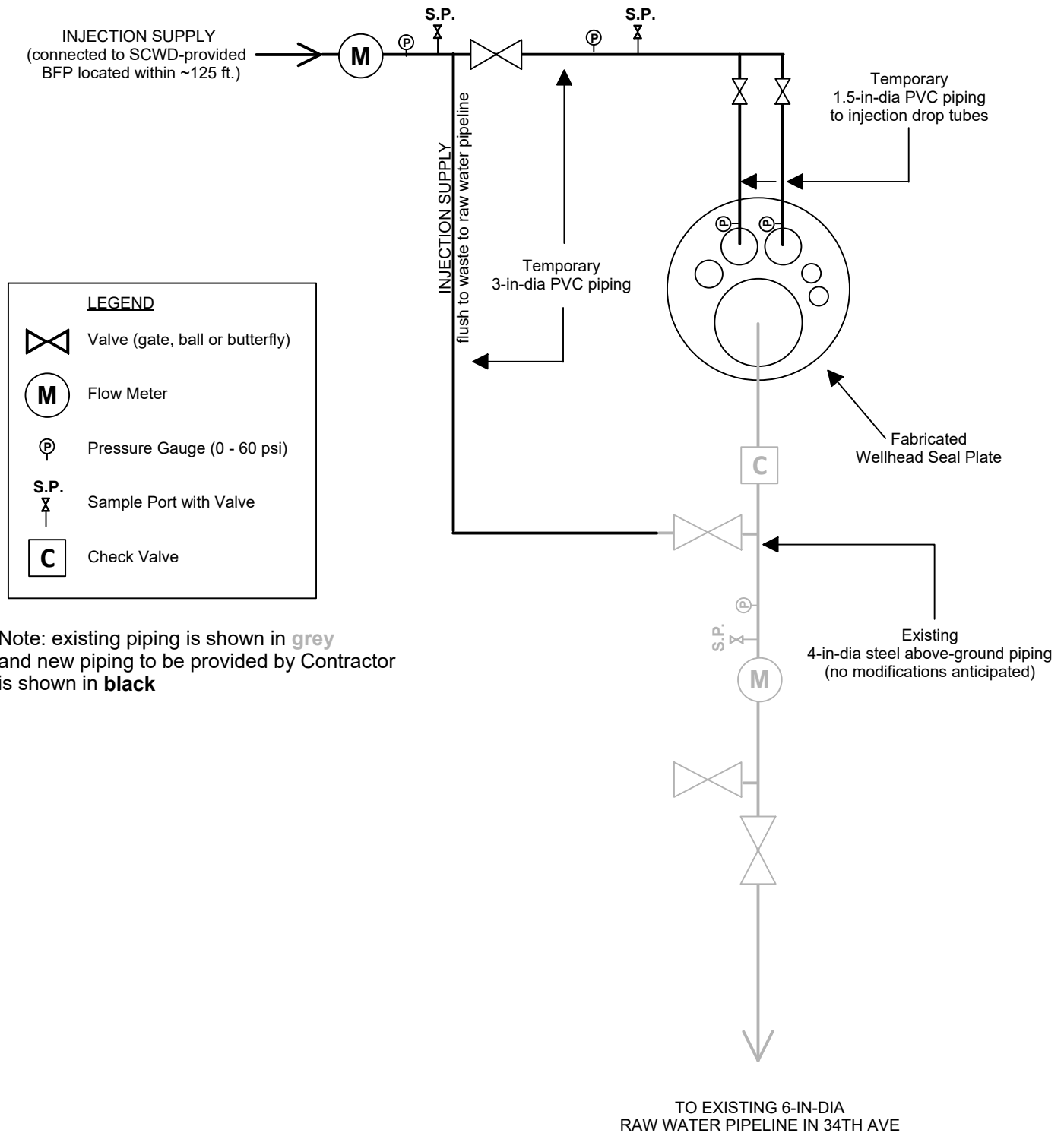


FIGURE 4. ASR PILOT TEST WELL HEAD SEAL PLATE SCHEMATIC
ASR Pilot Test Project - Beltz 10
Santa Cruz Water Department



Note: All materials shall be NSF-61 certified (as applicable)



Note: All materials shall be NSF-61 certified (as applicable)

END OF SECTION

EXHIBIT B
CEQA NOTICE OF EXEMPTION

Exhibit Follows

EXHIBIT B

The Santa Cruz Water Rights Environmental Impact Report (EIR) can be found on the City's website:

<https://www.santacruzca.gov/Government/City-Departments/Water-Department/Reports-and-Plans/Environmental-Documents/Santa-Cruz-Water-Rights-Project>

The following pages are the CEQA Notice of Exemption.



State of California - Department of Fish and Wildlife
**2025 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT**
DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

Print

Start Over

Save

RECEIPT NUMBER:

44-12092025-183

STATE CLEARINGHOUSE NUMBER (if applicable)

202601005 2

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY

City of Santa Cruz Water Dept.

LEAD AGENCY EMAIL

DATE

12/9/2025

COUNTY/STATE AGENCY OF FILING

Santa Cruz

DOCUMENT NUMBER

154-25

PROJECT TITLE

Beltz 10 Aquifer Storage and Recovery & Beltz 11 Well Injection Pilot Tests

PROJECT APPLICANT NAME

Heidi Luckenbach

PROJECT APPLICANT EMAIL

PHONE NUMBER

831-420-5214

PROJECT APPLICANT ADDRESS

212 Locust St., Ste C

CITY

Santa Cruz

STATE

CA

ZIP CODE

95060

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR) \$ _____
☐ Mitigated/Negative Declaration (MND)(ND) \$ _____
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW \$ _____ 0.00

☐ Exempt from fee
 ☒ Notice of Exemption (attach)
 ☐ CDFW No Effect Determination (attach)
☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only) \$ _____ 0.00
☒ County documentary handling fee #476701 Cash \$ _____ 50.00
☐ Other \$ _____

PAYMENT METHOD:

☒ Cash ☐ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ _____ 50.00

SIGNATURE

AGENCY OF FILING PRINTED NAME AND TITLE

Lori Welch Bettencourt, Admin. Aide



State of California - Department of Fish and Wildlife
2023 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
DFW 753.5a (REV. 01/01/23) Previously DFG 753.5a

NOTICE

Each project applicant shall remit to the county clerk the environmental filing fee before or at the time of filing a Notice of Determination (Pub. Resources Code, § 21152; Fish & G. Code, § 711.4, subdivision (d); Cal. Code Regs., tit. 14, § 753.5). Without the appropriate fee, statutory or categorical exemption, or a valid No Effect Determination issued by the California Department of Fish and Wildlife (CDFW), the Notice of Determination is not operative, vested, or final, and shall not be accepted by the county clerk.

COUNTY DOCUMENTARY HANDLING FEE

The county clerk may charge a documentary handling fee of fifty dollars (\$50) per filing in addition to the environmental filing fee (Fish & G. Code, § 711.4, subd. (e); Cal. Code Regs., tit. 14, § 753.5, subd. (g)(1)). A county board of supervisors shall have the authority to increase or decrease the fee or charge, that is otherwise authorized to be levied by another provision of law, in the amount reasonably necessary to recover the cost of providing any product or service or the cost of enforcing any regulation for which the fee or charge is levied (Gov. Code, § 54985, subd. (a)).

COLLECTION PROCEDURES FOR COUNTY GOVERNMENTS

Filing Notice of Determination (NOD):

- ☐ Collect environmental filing fee or copy of previously issued cash receipt. *(Do not collect fee if project applicant presents a No Effect Determination signed by CDFW. An additional fee is required for each separate environmental document. An addendum is not considered a separate environmental document. Checks should be made payable to the county.)*
- ☐ Issue cash receipt to project applicant.
- ☐ Attach copy of cash receipt and, if applicable, previously issued cash receipt, to NOD.
- ☐ Mail filing fees for CRP document to CDFW prior to filing the NOD or equivalent final approval (Cal. Code Regs. Tit. 14, § 753.5 (b)(5)). The CRP should request receipt from CDFW to show proof of payment for filing the NOD or equivalent approval. Please mail payment to address below made attention to the Cash Receipts Unit of the Accounting Services Branch.

If the project applicant presents a No Effect Determination signed by CDFW, also:

- ☐ Attach No Effect Determination to NOD *(no environmental filing fee is due)*.

Filing Notice of Exemption (NOE) (Statutorily or categorically exempt project (Cal. Code Regs., tit. 14, §§ 15260-15285, 15300-15333))

- ☐ Issue cash receipt to project applicant.
- ☐ Attach copy of cash receipt to NOE *(no environmental filing fee is due)*.

Within 30 days after the end of each month in which the environmental filing fees are collected, each county shall summarize and record the amount collected on the monthly State of California Form No. CA25 (TC31) and remit the amount collected to the State Treasurer. Identify the remittance on Form No. CA25 as "Environmental Document Filing Fees" per Fish and Game Code section 711.4.

The county clerk shall mail the following documents to CDFW on a monthly basis:

- ✓ A photocopy of the monthly State of California Form No. CA25 (TC31)
- ✓ CDFW/ASB copies of all cash receipts (including all voided receipts)
- ✓ A copy of all CDFW No Effect Determinations filed in lieu of fee payment
- ✓ A copy of all NODs filed with the county during the preceding month
- ✓ A list of the name, address and telephone number of all project applicants for which an NOD has been filed. If this information is contained on the cash receipt filed with CDFW under California Code of Regulations, title 14, section 753.5, subdivision (e)(6), no additional information is required.

DOCUMENT RETENTION

The county shall retain two copies of the cash receipt (for lead agency and county clerk) and a copy of all documents described above for at least 12 months.

RECEIPT NUMBER

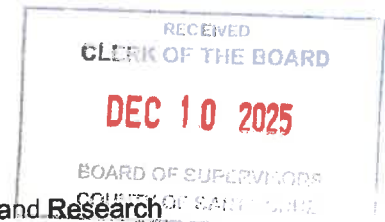
- # The first two digits automatically populate by making the appropriate selection in the County/State Agency of Filing drop down menu.
- # The next eight digits automatically populate when a date is entered.
- # The last three digits correspond with the sequential order of issuance for each calendar year. For example, the first receipt number issued on January 1 should end in 001. If a county issued 252 receipts for the year ending on December 31, the last receipt number should end in 252. CDFW recommends that counties and state agencies 1) save a local copy of this form, and 2) track receipt numbers on a spreadsheet tabbed by month to ensure accuracy.

DO NOT COMBINE THE ENVIRONMENTAL FEES WITH THE STATE SHARE OF FISH AND WILDLIFE FEES.

Mail to:

California Department of Fish and Wildlife
Accounting Services Branch
P.O. Box 944209
Sacramento, California 94244-2090

CITY OF SANTA CRUZ
Notice of Exemption



To: ☒ Clerk of the Board
County of Santa Cruz
Governmental Center
701 Ocean Street
Santa Cruz, CA 95060

☒ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: City of Santa Cruz Water Department, 212 Locust Street, Suite C, Santa Cruz, CA 95060

Project Title: Beltz 10 Aquifer Storage and Recovery & Beltz 11 Well Injection Pilot Tests

Project Address: Beltz 10 Well Facility 977 34th Ave.
Santa Cruz, CA 95062

Assessor's
Parcel No.: 032-032-22

City of: unincorporated Santa Cruz County

County of: Santa Cruz

Project Description: The City of Santa Cruz Water Department is seeking to pilot test aquifer storage and recovery (ASR) and well injection at its existing Beltz 10 well facility, which has two wells on site, Beltz 10 and Beltz 11, as part of a feasibility study to assess the viability of diverting excess surface water to the Santa Cruz Mid County Groundwater Basin. The Beltz 10 well facility is shown on figure one.

The ASR pilot testing of the Beltz 10 well seeks to field demonstrate the potential application of ASR in the in the A/AA unit Purisima Aquifer system. A new monitoring well will be installed as part of this work. The injection pilot testing of the Beltz 11 well seeks to investigate the potential to raise water levels in the Tu aquifer. The pilot testing results will be used to assess viability of the storage of drinking water underground at the Beltz 10 well facility and will provide the basis for the design and permitting for a long-term full-scale ASR and/or well injection project.

Preparation of Beltz 10 and Beltz 11 wells for pilot testing will include downhole cleaning procedures and modifications to the wells to establish a connection to the distribution system, retain or exchange pumps and add appurtenances.

The ASR pilot test at Beltz 10 requires installing a monitoring well at the City's existing Beltz 10 well facility. This new monitoring well will be used to collect water level and water quality data. The monitoring well will be 2.5 inches in diameter. Drilling will be performed using the direct rotary method with bentonite-based fluid, which will be hauled offsite for disposal. Higher turbidity discharges from well development will be routed to the to the Beltz Water Treatment Plant (Beltz WTP) reclaim tank, which drains to the sanitary sewer system. Lower turbidity discharges from well development will be routed via the existing raw water pipeline to the unnamed creek at 30th Ave, a tributary to Moran Lake. A monitoring well vault and manhole will be installed to provide access for instrumentation, monitoring, or sampling.

All construction activities will occur during working hours Monday through Friday 8am to 5pm consistent with County noise ordinance requirements. Construction of the monitoring well will require 12 working days. Some tree limbs will be required to be removed to allow the drill rig to access the site.

The ASR pilot test at Beltz 10 will involve three repeated injection storage and recovery cycles with increasing quantities of water. Cycle 1 is expected to recover about 0.44 million gallons (mg). Cycle 2 is expected to recover about 3 mg. Water from Cycles 1 and 2 will be routed via the existing raw water pipeline to the unnamed creek at 30th Ave, a tributary to Moran Lake. Cycle 3 injection operations, if water quality pilot testing results from Cycles 1 and 2 are favorable, will result in the recovery of 13 mg that will be treated at the Beltz WTP will go into the distribution system. Water levels will be monitored after recovery.

The injection pilot test at Beltz 11 will involve two repeated injection storage and recovery cycles at with increasing quantities of water extracted after injection. Cycle 1 is expected to recover about 0.1 million gallons (mg). Cycle 2 is expected to recover about 1 mg. Cycle 3 injection operations, if water quality pilot testing results from Cycles 1 and 2 are favorable, will result in the storage of 10 mg. Water levels at an existing monitoring well will be monitored to assess the response to injection at Beltz 11.

Noise typical of existing operation noise will occur during pilot testing. The pilot testing is expected to last up to 150 days from 2026 to 2027.

Name of Person or Agency Carrying Out Project: City of Santa Cruz Water Department

Name of Public Agency Approving Project: City of Santa Cruz

Exempt Status: (check one)

- ☐ Ministerial Project (Public Resources Code §21080(b)(1); 14 Cal Code Regs §15268).
- ☒ Categorically Exempt (14 Cal Code Regs §15301, §15306).
- ☐ Declared Emergency (Public Resources Code §21080(b)(3); 14 Cal Code Regs §15269(a)).
- ☐ Emergency Project (Public Resources Code §21080(b)(4); 14 Cal Code Regs §15269(b)(c)).
- ☐ Statutory Exemption (Code/Section NA).
- ☐ The project clearly will not have a significant effect on the environment (14 Cal Code Regs §15061(b)(2)).

Reasons why project is exempt:

This project is exempt under California Environmental Quality Act Guidelines §15301, Class 1, Existing Facilities, for operation, maintenance, permitting or minor alteration of existing public facilities involving negligible or no expansion of existing or former use, and §15306, Class 6, Information Collection, for scientific data collection, research, experimental management, and resource evaluation activities that do not result in a serious or major disturbance of an environmental resource.

Additionally, the project is not barred by the applicable exceptions for taking a Class 1 or Class 6 Categorical Exemption (14 Cal Code Regs §15300.2):

- (a) Location. A project that is ordinarily insignificant in its impact on the environment may be significant in a particularly sensitive environment. A Class 6 exemption applies in all instances except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Although the proposed construction of monitoring well occurs within the Santa Cruz County Coastal Zone, construction activities will occur within the existing footprint of an existing facility footprint and new facilities will be underground.
- (b) Cumulative Impact. Class 1 and 6 exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant. The Beltz 10 ASR pilot test, including monitoring well installation, and Beltz 11 injection pilot test will not result in a cumulative impact of successive projects overtime because this project is fully contained within the facility footprint and construction activities will be temporary and isolated.

- (c) Significant Effect. Class 1 and 6 exemptions cannot be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. There are no unusual circumstances that apply to this location.
- (d) Scenic Highways. The pilot testing will not damage scenic resources within a highway officially designated as a state scenic highway. The site is not near or within the viewshed of a designated scenic highway.
- (e) Hazardous Waste Sites. The site is not located on any list compiled pursuant to Section 65962.5 of the Government Code (Cortese List).
- (f) Historical Resources. The pilot testing is not anticipated to cause an adverse change to a historical resource. There are no known cultural or historic resources in the area and no structures will be affected.

Lead Agency

Contact Person: Heidi Luckenbach

Phone: (831) 420-5214

Department: City of Santa Cruz Water Department

Address: 212 Locust St., Suite C,
Santa Cruz, CA 95060

Signature: Heidi R. Luckenbach

Date: 10/9/2025

☒ Signed by Lead Agency

Title: Water Director

☐ Signed by Applicant

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Date Received for filing at County Clerk: _____

Date Received for filing at OPR: _____

THIS NOTICE HAS BEEN POSTED AT THE CLERK
OF THE BOARD OF SUPERVISORS OFFICE FOR A
PERIOD COMMENCING 12/10/2025
AND ENDING 1/15/2026

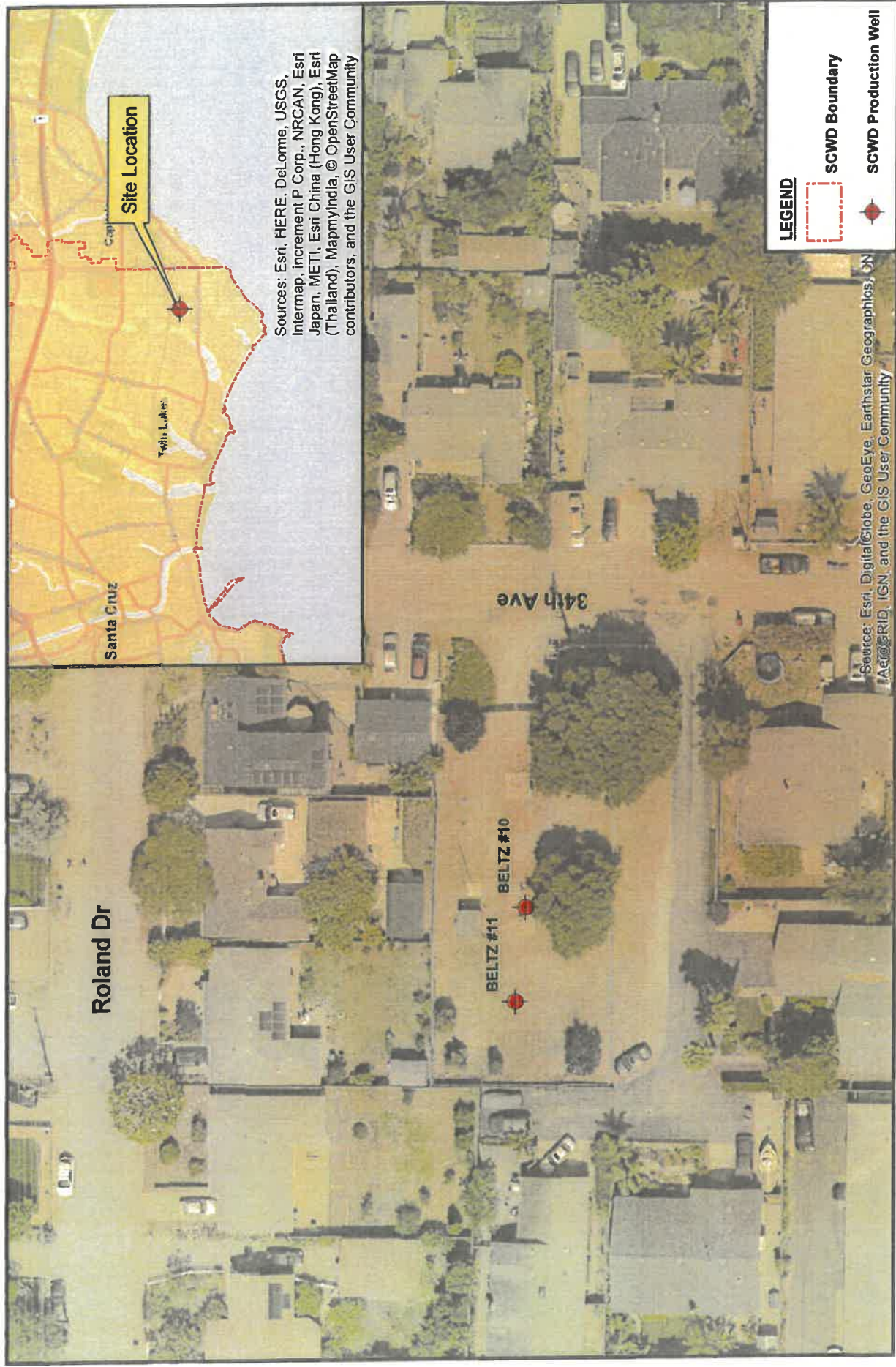


FIGURE 1. SITE LOCATION MAP
Beltz 10 and 11
Santa Cruz Water Department

END OF SECTION

EXHIBIT C
WASTEWATER DISCHARGE PERMIT

Exhibit Follows



SANTA CRUZ COUNTY SANITATION DISTRICT

701 OCEAN STREET, SUITE 410 · SANTA CRUZ, CA · 95060-4073

(831) 454-2160 · FAX (831) 454-2089 · TDD: (831) 454-2123 · WWW.SCCSD.US

MATT MACHADO, DISTRICT ENGINEER

MAY 7, 2025

CITY OF SANTA CRUZ WATER TREATMENT FACILITY
ATTN: JAMES CLARK
715 GRAHAM HILL ROAD
SANTA CRUZ, CA 95060

SUBJECT: WASTEWATER DISCHARGE PERMIT NO. 1031

Dear Mr. Clark:

The Santa Cruz County Sanitation District (District) has re-issued a Wastewater Discharge Permit (attached) for the City of Santa Cruz Water Department, valid for three years. The permit has been updated to reflect current pretreatment regulations. There is one significant change made from the previous permit, please make note of it:

Part II – SPECIAL CONDITIONS/COMPLIANCE SCHEDULES:

During the *months of October – April*, the SIU shall make provisions to discharge at a rate that does not exceed 75 gallons per minute.

During the *months of May – September*, the SIU shall make provisions to discharge at a rate that does not exceed 125 gallons per minute.

During all months of the year, the SIU must not discharge during significant rain events (0.2 - 2.0 inches/hour); discharge may resume 48-hrs after significant rain events.

Industrial Wastewater Discharge Self-Monitoring Report (SMR) forms are enclosed that must be used to report sampling results twice per year, due on July 10 and January 10. Please pay special attention to Table 1 on the permit which shows daily maximum discharge limits allowed by the District.

Please sign, date, and return this original letter to acknowledge receipt of the permit and understanding of the requirements **no later than May 31, 2025**. Please send to:

Attn: Environmental Compliance Unit
Santa Cruz County Sanitation District
2750 Lode Street
Santa Cruz, CA 95062

CITY OF SANTA CRUZ WATER TREATMENT FACILITY
WASTEWATER DISCHARGE PERMIT NO. 1031
Page 2

If you have questions or concerns, please contact Marisol Goulett, Environmental Programs Coordinator at (831) 477-3988 or via email at marisol.goulett@santacruzcountyca.gov.

Yours truly,

MATT MACHADO
District Engineer

By: 
35A2FCF930A14FB...
Beatriz Barranco
Sanitation Operations Manager

Permit received by: _____ Date: _____
James Clark

MG/arg:25-058.docx

Attachments:
Wastewater Discharge Permit No. 1031
SMR's (2 attached)

CC w/ Attachments: James Clark via email: jclark@santacruzca.gov

WASTEWATER DISCHARGE PERMIT
Significant Industrial User

Permit No.: 1031

SIGNIFICANT INDUSTRIAL USER: City of Santa Cruz Water Treatment Facility

MAILING ADDRESS: 715 Graham Hill Road, Santa Cruz, CA 95060

Facility Name	Address
Beltz Well No. 8	3701 Roland Drive, Santa Cruz, CA 95062
Beltz Well No. 12	2750 Research Park Dr., Soquel, CA 95073

ASSESSOR’S PARCEL NUMBER(S): 032-021-31, 030-181-70

The above Significant Industrial User (SIU) is authorized to discharge industrial wastewater to the Santa Cruz County Sanitation District’s (District) sewer system in compliance with the District Code Title 7, Use of Sewers. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards, or requirements under local, state, and federal laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit.

This permit is granted in accordance with the filed application in the office of the District Engineer, and in conformity with plans, specifications, and other data submitted to the District in support of the above application.

Effective Date: June 1, 2025
Expiration Date: May 31, 2028

DocuSigned by:

35A2FCF930A14FB...
Beatriz Barranco
Sanitation Operations Manager

PART I General Effluent Prohibitions

The permittee shall comply with the prohibitions and limitations on wastewater discharges as stated in the Santa Cruz County Sanitation District Code 7.04.310 Prohibited Wastes Designated.

No person shall discharge or convey, or permit or allow to be discharged or conveyed, to a public sewer any wastewater containing pollutants of such character or quantity that will not be susceptible to treatment or interfere with the process or efficiency of the wastewater treatment system; constitute a hazard to human or animal life, or to the stream or watercourse receiving the treatment plant effluent, constitute a hazard in the use or disposal of wastewater sludge; violate state and federal pretreatment standards or cause the treatment plant to violate its NPDES permit or application receiving water standards.

Specific Limitations on Wastewater Discharges.

The following are the maximum concentrations of pollutants allowable in wastewater discharges to the wastewater treatment system, unless state or federal limits are lower, in which case those limits shall apply. Dilution of any wastewater discharge for the purpose of satisfying these pretreatment standards or any applicable pretreatment standards shall be considered a violation of this chapter and is prohibited.

Any wastes containing constituents in excess of the following are prohibited: Pollutant Concentration, (mg/L)

Pollutant	Concentration (mg/L)
Arsenic	0.21
Boron	5.8
Cadmium	1.57
Chromium, total	35.65
Chromium, hexavalent	5.26
Copper	2.17
Cyanide	0.08
Lead	6.04
Mercury	0.32
Nickel	1.15
Silver	0.70

Santa Cruz County Sanitation District
Permit Number 1031

May 2025

Pollutant	Concentration (mg/L)
Sulfide (dissolved)	0.2 – monthly average 1.0 – maximum
Vanadium	0.52
Suspendid solids	3,000
Zinc	25.23
pH	5.0 min to 10.0 max.
Total petroleum hydrocarbons	50
Temperature*	≤104°F (40°C)
Oil or grease of animal or vegetable origin	300
MTBE	1.0
Total Toxic Organics**	1.0
Phenols, total***	150
Phenols, chlorinated****	0.60
Chlordane	1.48×10^{-5}
DDT, o, p	0.011
Dieldrin	9.4×10^{-5}
Endosulfan I	0.006
Endrin	0.002
Heptachlor	0.00014
Heptachlor epoxide	1.39×10^{-5}
Hexachlorobenzene	23.50
Naphthalene	2,350
Phenanthrene/Anthracene, C1	2,349.99
Anthracene	2,422.68
Fluoranthene	123.38
8-PCB	0.000138859
2, 3, 7, 8-TCDD	2.53×10^{-9}

*Temperature not over 104°F (except where higher temperatures are permitted by law) except in no case shall the temperature of the wastewater influent at the treatment plant exceed 104°F

**TTO is defined as the sum of all individual components listed in the Code of Federal Regulations (CFR) at 40 CFR 433.11e with quantifiable concentrations greater than 0.01 mg/L when measured using test methods approved under 40 CFR 136 or other methods approved for NPDES monitoring, and other toxic organic compounds as determined by the Director.

***Phenols, total, by EPA Method 420.1.

****Phenols, cholorinated, is defined as the sump of 2-chlorophenol, 2,4-dichlorophenol, pentachlorophenol, 2,4,6-trichlorophenol and 4-chloro-3-methylphenol (p-chloro-m-cresol).

WASTEWATER DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

The Significant Industrial User shall comply with the effluent limitations specified below for this waste stream. **Important Note:** Self-monitoring discharge report information shall be submitted on the proper form to the District by no later than **July 10** for sampling period one (**January 1 - June 30**) and by **January 10** for sampling period 2 (**July 1 - December 31**) of each year. Grab samples must be used for pH. Calibration records for pH probes and pH monitoring logs must be maintained on site and available for inspection. Twenty-four-hour composite samples, or other time period approved by the Director are required for all other parameters, using flow-proportional techniques where feasible.

TABLE 1

Parameter	Daily Maximum Limit (mg/L)*	Sample Frequency	Sample Type
Total Suspended Solids	3000	Semi-annual	Composite
pH, units	Instantaneous limit: 5.0-10.0	Semi-annual	Grab
**Arsenic	0.21	Semi-annual	Composite

*Unless otherwise noted.

**Sampling requirement for Arsenic is applicable to all well sites where Arsenic Removal is in operation.

SAMPLE POINTS:

Beltz Well No. 8: Reclaim tank drain by main gate at end of Roland Dr. City gates must be opened to access sample point.

Beltz Well No. 12: Reclaim tank # 2 drain on Research Park Drive. City gates must be open to access sample point.

CAUTION: Violations of District Sewer Use Codes or the limitations and requirements of this permit will be enforced in accordance with the Enforcement Response Plan.

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring point(s) specified in this permit and, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water or substance. All equipment used for sampling and analysis must be routinely calibrated, inspected and maintained to ensure their accuracy. Monitoring point(s) shall not be changed without notification and approval of the District.

Analytical Requirements

All wastewater analyses must be performed by an accredited, state certified laboratory. All pollutant analyses and sampling techniques shall be performed in accordance with the techniques prescribed in

40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the District Engineer or other parties approved by EPA.

PART II - SPECIAL CONDITIONS/COMPLIANCE SCHEDULES

1. The SIU shall update as necessary and adhere to an accidental spill prevention plan to eliminate or minimize the accidental or slug discharge of pollutants into the sewer system, which could have an effect on the City's treatment plant, sludge, or cause the District and City to violate their NPDES permit. The plan must be available for review by the District Engineer.
2. The SIU is required to notify the District if there are any process and/or facility changes that might affect the potential for a slug discharge. The District will then re-evaluate slug discharge plan requirements and the user may be required to provide additional controls to prevent the discharge of a slug.
3. The SIU must implement required Best Management Practices detailed in the Santa Cruz County Sanitation District Code section 7.04.510 Subdivision J which reads as follows:

“All business activities shall implement required best management practices (BMPs) as detailed in the latest BMP pamphlet specific to that business published by the SCCSD. New employees shall be trained in best management practices before beginning work and annually thereafter, using the BMP pamphlet as a reference. All facilities that utilize and store hazardous material and/or hazardous waste must have spill response materials and must have employees present on all shifts that are trained to respond to spills. All hazardous materials and waste must be secondarily contained”.

4. The SIU shall maintain the sampling spigots that will be used during compliance monitoring.
5. During the months of October – April, the SIU shall make provisions to discharge at a rate that does not exceed 75 gallons per minute.
 During the months of May – September, the SIU shall make provisions to discharge at a rate that does not exceed 125 gallons per minute.
During all months of the year, the SIU must not discharge during significant rain events (0.2 - 2.0 inches/hour); discharge may resume 48-hrs after significant rain events.

PART III REPORTING REQUIREMENTS

1. The Significant Industrial User is required to submit to the District self-monitoring reports on the results of its sampling of the pollutants as specified in Part I of this permit. This report shall

include the following:

- a) Chain of custody form with sample date(s) and time
- b) Analytical results including QA/QC data
- c) Amount of wastewater discharged during the reporting period
- d) Self-Monitoring Report form (attached)

All information shall be submitted on the Self-Monitoring Discharger Report form (attached). **If the Self-Monitoring Report is over 5 days late, the permit holder will receive a Notice of Violation.** If over 45 days late, the SIU will be considered in Significant Non-Compliance (SNC) with pretreatment regulations and the businesses name may be published in the local paper as being in SNC. Failure to comply with monitoring and reporting requirements may result in fines and/or revocation of discharge permit.

Reports required by this permit shall be sent to:

Attn: Environmental Compliance Unit
Santa Cruz County Sanitation District,
2750 Lode Street,
Santa Cruz, CA 95062

2. The SIU shall submit oral notice in the event of an unanticipated bypass, an accidental, or slug discharge that exceeds applicable Pretreatment Standards to the District within 24 hours from the time the SIU becomes aware of the event. A written submission shall be provided within 5 days of the time the SIU becomes aware of the event. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence.
3. The SIU is required to notify the District immediately if there are any process and or facility changes that might affect the potential for a slug discharge. The District will then re-evaluate slug discharge plan requirements and the SIU may be required to provide additional controls to prevent the discharge of a slug.
4. If sampling performed by the SIU indicates a violation, the user shall notify the District within 24 hours of becoming aware of the violation. The SIU shall also repeat the sampling and analysis and submit the results of the repeat analysis to the District within 30 days after becoming aware of the violation.

PART IV STANDARD CONDITIONS

The SIU shall comply with all the general prohibitive discharge standards in Title 7 of the District Code.

1. Right of Entry

The SIU shall, after reasonable notification by the District, allow the District or its representatives, exhibiting proper credentials and identification, to enter upon the premises of the User, at all reasonable hours, for the purposes of inspection, sampling, or records inspection. Reasonable hours in the context of inspection and sampling includes any time the SIU is operating any process which results in a process wastewater discharge to the District's sewage system. Complete facility inspection will be performed by District personnel at least twice per year.

2. Records Retention

- a. The SIU shall retain and preserve for no less than three (3) years, any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analyses made by or on behalf of the User in connection with its discharge.
- b. All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the District shall be retained and preserved by the SIU until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

3. Confidential Information

Except for data determined to be confidential under 7.04.510(H) of the District's Code, all reports required by this permit shall be available for public inspection at the office of the Sanitation District.

4. Recording of Sampling and Analytical Results

For each measurement or sample taken pursuant to the requirements of this permit, the user shall record the following information:

- a. The exact place, date, and time of sampling.
- b. The name of the samplers.
- c. Sample preservation, if any.
- b. The dates the analyses were performed.
- c. The person(s) who performed the analyses.
- d. The analytical techniques or methods used.
- e. The results of all required analyses.

5. Dilution

No SIU shall increase the use of potable or process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit. [40 CFR 403.6(d)]

6. Proper Disposal of Pretreatment Sludges and Spent Chemicals

The disposal of sludges and spent chemicals generated shall be done in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act (RCRA).

7. Signatory Requirements

All reports required by this permit shall be signed by the principal executive officer or director having responsibility for the overall operation of the discharging facility or duly authorized representative.

All applications, reports, or information submitted to the District must contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

8. Revocation of Permit

The permit issued to the SIU by the District may be revoked when, after inspection, monitoring or analysis it is determined that the discharge of wastewater to the sanitary sewer is in violation of Federal, State, or local laws, ordinances, or regulations. Additionally, falsification or intentional misrepresentation of data or statements pertaining to the permit application or any other required reporting form shall be cause for permit revocation.

9. Limitation on Permit Transfer

Wastewater discharge permits are issued to a specific User for a specific operation and are not assignable to another User or transferable to any other location without the prior written approval of the District. Sale of a User shall obligate the purchaser to seek prior written approval of the District for continued discharge to the sewage system.

10. Falsifying Information or Tampering with Monitoring Equipment

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate may result in punishment under the criminal laws of the District, as well as being subjected to civil penalties and relief.

11. Modification or Revision of the Permit

- a. The terms and conditions of this permit may be subject to modification by the District at any time as limitations or requirements as identified in the District's Code, are modified or other just cause exists.
- b. This permit may also be modified to incorporate special conditions resulting from the issuance of a special order.
- c. The terms and conditions may be modified as a result of EPA promulgating a new federal pretreatment standard.
- d. Any permit modifications which result in new conditions in the permit shall include a

reasonable time schedule for compliance of necessary modifications.

12. Duty to Reapply

The District shall notify a User one hundred and eighty (180) days prior to the expiration of the User's Permit. Within ninety (90) days of the notification, the User shall reapply for reissuance of the permit on a form provided by the District.

13. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

14. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any invasion of personal rights, nor any infringement of Federal, State or Local regulations.

15. Accidental or Slug Discharge

The SIU shall notify the District immediately upon any accidental or slug discharge to the sanitary sewer as outlined in the Accidental Spill section of the District's Code (7.04.300). Oral notification shall occur within 24 hours of the discharge. Formal written notification discussing circumstances and remedies shall be submitted to the District within 5 days of the occurrence.

16. Notification of Significant Change in Discharge

The SIU shall notify the District in advance of any substantial change in the volume or character of the facility's discharge. [40 CFR 403.12(j)]

17. Upset

Any upset experienced by the SIU for its treatment that places it in a temporary state of non-compliance with wastewater discharge limitations contained in this permit or other limitations specified in the District's Code shall be reported to the District within 24 hours of first awareness of the commencement of the upset. A detailed report shall be filed within 5 days.

18. Hazardous Waste

The SIU shall notify the District, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other).

19. Noncompliant Discharge Reporting

If the permit holder discovers any discharge which is non-compliant with local or federal discharge standards, then sampling intervals shall be increased to every 30 days until compliance has been attained. If the District has initiated the sampling, then the District may elect to sample

every 30 days until the industry has attained compliance. All costs including lab costs shall be borne by the permit holder.

20. Bypass

Bypass, meaning the intentional diversion of waste streams from any portion of the SIU's treatment facility, is prohibited unless:

- a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage.
- b. There were no feasible alternatives to bypass. This condition is not satisfied if adequate back-up equipment should have been installed to in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance.

PLEASE NOTE:

The Significant Industrial User will be held responsible for any costs resulting from a non-compliant discharge. When notified of costs, the permit holder has 90 days to pay said costs or face permit revocation and sewer service termination.

21. Treatment Plant Notification

Any upset or period of noncompliance that the user even suspects shall cause an upset or pass-through at the City's treatment plant shall be reported immediately to the treatment plant at 420-6050 (day) or 420-6043 (night). Failure to do so will result in fines and liability of costs for damages to the treatment plant and the environment.

22. Enforcement Response Plan

Noncompliance with District Codes, permit requirements and discharge limitations will be enforced in accordance with the attached enforcement response plan (District Code Section 7.04.545).

23. Applicable Civil and Criminal Penalties

As written in Title 7 (Section 7.04.530) of the Santa Cruz County District Code:

- A. Public Nuisance. Any discharge in violation of the provisions of this chapter, or an order of the District, is a public nuisance.
- B. Civil remedies. If any person discharges sewage, industrial waste, or other waste into the treatment system in violation of the provisions of this chapter or any order of the board, the District Counsel may commence an action for appropriate legal and/or equitable relief, in any appropriate court. The District Counsel may also commence such an action for any violation of the pretreatment requirements contained in this chapter. The pretreatment requirements include discharge permit requirements. Such relief may include, but need not be limited to, injunctive relief and damages, whenever such relief is available to the District under the circumstances of the case.
- C. Violation—Misdemeanor. Any person who intentionally violates or who violates any provision of this chapter or any regulations of the District is guilty of a misdemeanor and shall be punishable by a fine not to exceed one thousand dollars, imprisonment not to exceed thirty

days, or both. Civil penalties for violations of Article II of this chapter shall not be less than one thousand dollars per day for each day that a SIU is in violation of the District's pretreatment program. Fines assessed by any judgment made by the District as a result of noncompliance with District standards and discharge limits shall be paid to the District within fifteen days of the date of the assessment.

- D. Continuing Violations. Each day in which a violation occurs or continues to occur shall be a separate and distinct offense. (Ord. 85 §7, 1995; Ord 72 §1 (part), 1991, Ord. 64 §3 (part), 1989: Ord. 3 §6.14, 1973).

24. Response to Violations of District Code

SIUs are required to notify the Santa Cruz County Sanitation District Environmental Compliance Unit (831) 477-3907 within 24-hours of the discovery of a violation of District Code (i.e., a spill or effluent limitation exceeded). In the event that there is an effluent limitation exceeded, the SIU must resample within 30-days.

INDUSTRIAL WASTEWATER DISCHARGE
SELF-MONITORING REPORT

ATTACH ALL FIELD DATA, CHAIN OF CUSTODY DOCUMENTS, ANALYTICAL REPORTS, AND QUALITY ASSURANCE/CONTROL REPORTS

Company name:	
Mailing Address:	
Facility Premise Address:	
Contact Person:	Phone No:
Name of Signing Authorized Representative:	Phone No:
Sample Frequency:	
Sample Type:	
Sample Location:	
Name of Person Collecting Samples:	
Name of Laboratory Performing Analyses:	

SAMPLE DATE	SAMPLING PARAMETER	RESULT	UNITS

Certified Statement: Pretreatment standards for this facility including all required Best Management Practices are ___are not___ being met on a consistent basis. Sampling has been performed according to the requirements in the permit.

Additional operation and maintenance required to comply is as follows:
Additional pretreatment required to meet standards is as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Authorized Representative	Date
--	------

END OF SECTION

EXHIBIT D
BELTZ 10 SITE LOCATION MAP

Exhibit Follows

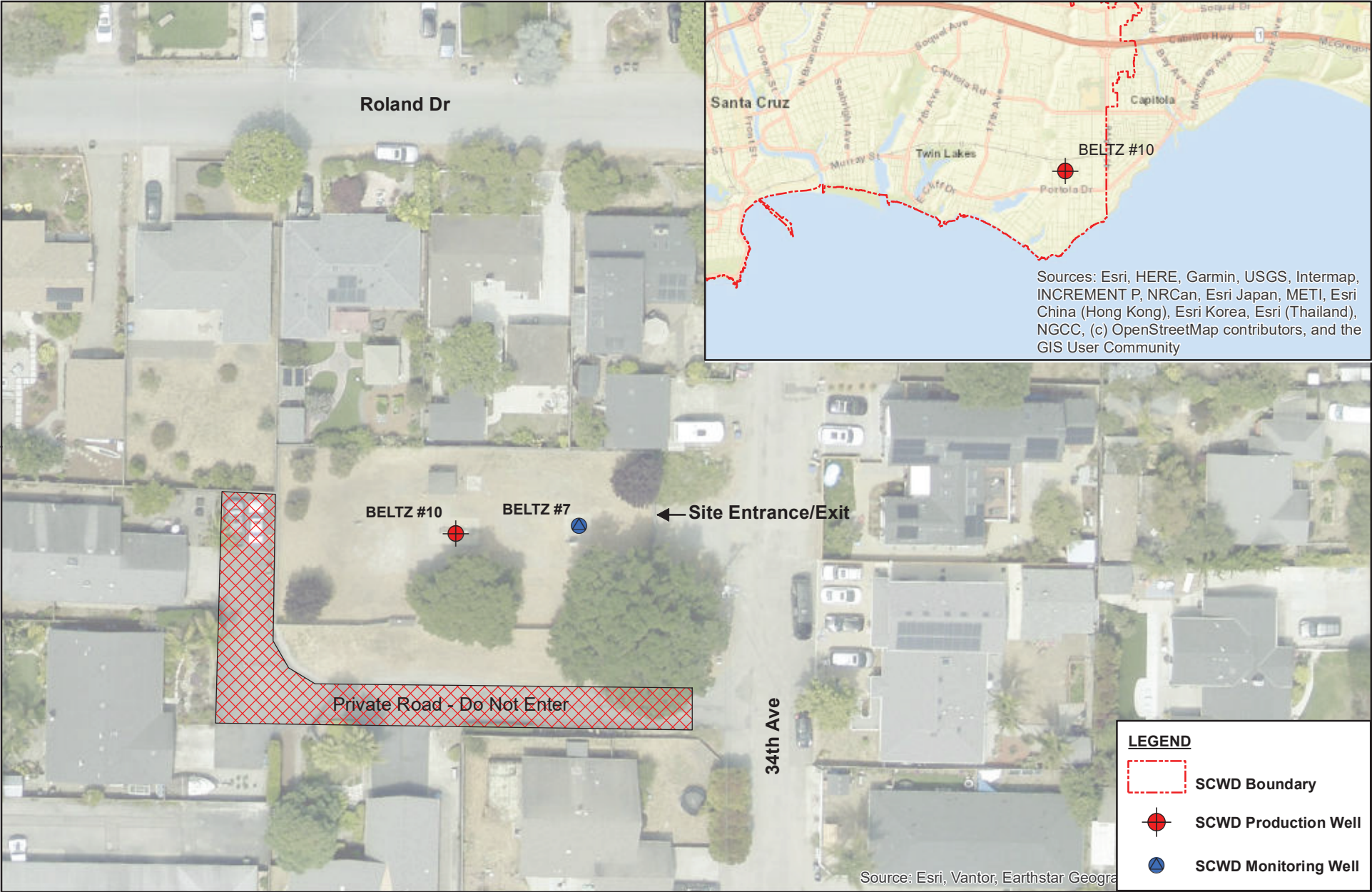


FIGURE 1. SITE LOCATION MAP
ASR Pilot Test Project - Beltz 10
Santa Cruz Water Department

END OF SECTION

EXHIBIT E
SYSTEM OUTAGE REQUEST FORM

Exhibit Follows

City of Santa Cruz Water Program
Plant Outage Plant Shut Down Request Form

Project Name: Beltz 10 ASR Pilot Setup



System Outage Request No.: 1

Submission Information:

Submitted To: City Operations
Submittal Address: N/A
Revision No. & Date: 0
Status:
Priority: N/A
Review Due Date:

NOTE: This System Outage Shutdown Request form must be submitted within 72 hours after Notice to Begin Preconstruction Activities and reconfirmed 7 days prior to individual outages.

Contractor's Section:

General Contractor Name:
Request For: Beltz 10 Well and RW Pipeline
Requestor Name:
Requestor Contact:
SOR Duration: Max 22 days
SOR Start:
Date:
Time:
SOR End:
Date:
Time:

Description of this System Outage Shutdown Request:

The Beltz 10 Well will be taken out of service for a maximum duration of twenty-two (22) calendar days to allow rehabilitation of the existing well and installation of temporary ASR pilot testing facilities. Work includes removal of the existing pump assembly, pre- and post-rehabilitation video surveys, mechanical cleaning of the well, temporary water handling and discharge operations, reinstallation of the pump, installation of injection tubing and sounding tube, well disinfection, and installation of above-ground injection and discharge piping. Raw Water Pipeline operations may be required for disposal of rehabilitation and disinfection water. Any outage of the Raw Water Pipeline beyond routine coordination will be submitted under a separate System Outage Request.

Locations:

Work will be performed at the Beltz 10 Well Site located on 34th Avenue in Live Oak, Santa Cruz County, California, and at designated connection points to the existing 6-inch Raw Water Pipeline. Temporary discharge operations will route water through the Raw Water Pipeline to the Beltz Water Treatment Plant Reclaim Tank. LOTO control points include:

- Beltz 10 Well electrical service (200-amp service)
- Variable Frequency Drive (VFD)
- Existing submersible pump circuit
- Wellhead discharge piping isolation valves
- Raw Water Pipeline isolation valves identified by SCWD Operations
- Any temporary pumping systems installed by Contractor

Required Submittal Items To Proceed with SOR Review and Approval:	Reviewed By			
Detailed Work Plan - Description of Extent of SOR, LOTO safety procedure, Work to be Performed, Operations Support Requirements, Duration, Roles and Responsibilities of Parties, Required Testing Before, During and After Work, Return to Service Plan, Hand Back to Operations and Call Out List.	☐	CM/RE	☐	OPS / Maint / IT GC
Detailed Schedule - From Site Preparations Through Return to Service	☐	CM/RE	☐	OPS / Maint / IT GC
Roles and Responsibilities - Table clearly defining-scope of work	☐	CM/RE	☐	OPS / Maint / IT GC
Detailed sequence of work - For each critical task with timeline	☐	CM/RE	☐	OPS / Maint / IT GC
Approved Shop Drawings - Any Related Drawings or Sketches Related to This SOR	☐	CM/RE	☐	OPS / Maint / IT GC
RFI's and Responses - Provide all relevant documents related to SOR work	☐	CM/RE	☐	OPS / Maint / IT GC
Change Order Work - All Applicable Documents to This SOR	☐	CM/RE	☐	OPS / Maint / IT GC
Control and Access Plan - All Vehicle and Staff Rerouting, Signage, Barriers and Controls detailed	☐	CM/RE	☐	OPS / Maint / IT GC
Resources Required - Material, Equipment, Tools, Skilled Labor, Management	☐	CM/RE	☐	OPS / Maint / IT GC

City of Santa Cruz Water Program
Plant Outage Plant Shut Down Request Form

Project Name: Beltz 10 ASR Pilot Setup



Lock Out Tag Out (LOTO):

LOTO - Contractor provide Detail Lock Out Tag Out Plan and Procedure including Schedule, Roles / Responsibilities

Attached Method of Procedure including LOTO? Yes ☐ No ☐

Plan B Work Around and Contingency Plan:

Plan B Work Around - Contractor provide detail Plan B Work Around, if original Scope of Work not able to complete within the shutdown window.

Contingency Plan - Contractor provide detail Contingency Plan, if original Scope of Work and Plan B Work Around are not able to complete within the shutdown window.

Review and Approval Signatures by Stakeholder Authorized Representative

Signatures below authenticate review and approval of this proposaed SOR based on the submittal plans and schedules.

CM/RE Signed

Date

OPS/Maint/PLC Signed

Date

GC Signed

Date

COMMENT:

END OF SECTION

EXHIBIT F
DAS FORM 140

Exhibit Follows

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. **If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade.** You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
2. ☐ We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee
3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Date

Typed Name

Title

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

END OF SECTION

EXHIBIT G
DAS FORM 142

Exhibit Follows

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyworkers work, you must request and employ apprentices in no less than 8 hour increments.**

List one occupation/craft per form

Date: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax No. _____

PWC Registration Number: _____

Tel. No. _____ Fax No. _____

Project Information: PWC Project Number _____ Contract Number _____

Total Contract Amount. _____ Sub-Contract Amount _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or

visit <https://www.dir.ca.gov/das/PublicWorksForms.htm>

DAS 142 (Revised 10/18)

END OF SECTION

EXHIBIT H
SANTA CRUZ LOCAL HIRE RESIDENCY
COMPLIANCE FORM

Exhibit Follows

**LOCAL HIRE RESIDENCY
COMPLIANCE FORM**

Prevailing wage statements submitted on DIR form A-1-131 shall be deemed acceptable documentation to accurately record hiring information required to comply with Chapter 3.10 of the Municipal Code pertaining to Local Hiring. Additionally, the following information shall accompany the certified payroll form.

For pay period ending: _____

Employee Name	Resident of the County of Santa Cruz for at least one year preceding date of Award of Contract		Member of a Building Trade Journeyman, or Building Trade Apprentice program whose organization has jurisdiction over all or part of Santa Cruz County		APPRENTICE
1.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐
2.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐
3.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐
4.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐
5.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐
6.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐
7.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐
8.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐
9.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐
10.	☐ Yes	☐ No	☐ Yes	☐ No	Yes ☐

(Duplicate as necessary)

Calculate total weekly project local hiring percentage based on personnel and hours reported on prevailing wage statement. _____%

Calculate cumulative total project local hiring percentage based on personnel and hours reported on prevailing wage statement. _____%

Calculate cumulative total project apprentice percentage based on personnel and hours reported on prevailing wage statement. _____%

I, _____, the undersigned, am the _____
(print name) (position in company)

with the authority to act for and on behalf of _____
(Name of business and/or Contractor)

certify under penalty of perjury that the above information provided is true, full, and correct.

Signature:

Date:_____

END OF SECTION

EXHIBIT I
APPLICATION FOR PAYMENT

Exhibit Follows

APPLICATION FOR PAYMENT

Invoice Number _____ Period from/to: _____

TO THE CITY OF SANTA CRUZ

FROM CONTRACTOR: _____
ADDRESS: _____
PROJECT NAME: _____
PO NUMBER: _____
CONTRACT DATE: _____
INVOICE DATE: _____

CHANGE ORDER SUMMARY

	Additions	Deduction
Change Orders approved in previous months:	Total: \$ _____	\$ _____

Change Orders approved this month:

CO Number	Date Approved	Additions	Deduction
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

NET CHANGE BY CHANGE ORDERS: \$ _____

Application is made for payment under the Contract as shown below and in Schedule 1 attached hereto:

1. ORIGINAL BASE BID TOTAL	\$ _____
2. NET CHANGE BY CHANGE ORDERS	\$ _____
3. CONTRACT SUM TO DATE (Line 1 + Line 2)	\$ _____
4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1)	\$ _____
5. RETENTION: 5% of Completed Work (Column H on Schedule 1)	\$ _____
a. Current Value of Securities Deposited in Escrow	\$ _____
b. Current Value of Retention Deposited in Escrow	\$ _____
c. Retention Held by City of Santa Cruz	\$ _____
d. Current Retention Value (a + b + c)	\$ _____
6. TOTAL EARNED LESS RETENTION (Line 4 - Line 5)	\$ _____
7. TOTAL AMOUNT PREVIOUSLY PAID	\$ _____
8. CURRENT PAYMENT DUE (Line 6 - Line 7)	\$ _____

The undersigned Contractor hereby represents and warrants to the City that all Work, for which Certificates For Payment have previously been issued and payment received from the City, is free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, any Subcontractor, and any other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the Work.

The following Schedules are attached and incorporated herein, and made a part of this Application For Payment:

Schedule 1	Cost Breakdown Schedule <i>(sample follows)</i>
	Certification of Current Market Value of Securities in Escrow in Lieu of Retention
Schedule 2	<i>(use when applicable)</i>
Schedule 3	List of Subcontractors
Schedule 4	Declaration of Releases of Claims
Schedule 4A	Conditional Waiver and Release on Progress Payment <i>(use when applicable)</i>
Schedule 4B	Unconditional Waiver and Release on Progress Payment <i>(use when applicable)</i>
Schedule 4C	Conditional Waiver and Release on Final Payment <i>(use when applicable)</i>
Schedule 4D	Unconditional Waiver and Release on Final Payment <i>(use when applicable)</i>

(Contractor)

By: _____

(Name)

(Title)

DECLARATION

I, _____, hereby declare that I am the
_____ of Contractor submitting this

Application For Payment; that I am duly authorized to execute and deliver this Application For Payment on behalf of Contractor; and that all information set forth in this Application For Payment and all Schedules attached hereto are true, accurate, and complete as of its date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was subscribed at

_____, _____ on _____, 20_____
(City) (State) (Date)

(Signature)

(Print Name)

Project Name: _____ Invoice Number: _____
 Contractor: _____ Invoice Date: _____
 PO Number: _____ Period from/to: _____

(Provided as a sample. Schedule 1 may be output from City approved project management software)

**SCHEDULE 1
 TO APPLICATION FOR PAYMENT
 COST BREAKDOWN**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
ITEM NO.	DESCRIPTION OF WORK ACTIVITY OR OTHER ITEM	SCHEDULED VALUE (\$)	COMPLETE TO DATE (%)	COMPLETE TO DATE (\$)	AMOUNT COMPLETED ON PRIOR INVOICES (\$)	AMOUNT OF THIS INVOICE (\$)	RETENTION (\$)
				(C * D)		(E - F)	(5% * E)
TOTAL							

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable)

SCHEDULE 2
TO APPLICATION FOR PAYMENT
CERTIFICATION OF CURRENT MARKET VALUE OF
SECURITIES IN ESCROW IN LIEU OF RETENTION

As of _____, 20____ (not earlier than 5 days prior to the date of the Application For Payment of which this certification is a part), the aggregate market value of securities on deposit in Escrow

Account No. _____ with _____
(Escrow Agent)

is _____ Dollars (\$ _____) .

(Escrow Agent)

(Contractor)

By: _____
(Name)

By: _____
(Name)

(Title)

(Title)

(Date)

(Date)

NOTE: Notary acknowledgment for Contractor and Escrow Agent must be attached.

Project Name: _____

Invoice Number: _____

Contractor: _____

Invoice Date: _____

PO Number: _____

Period from/to: _____

SCHEDULE 3
TO APPLICATION FOR PAYMENT
LIST OF SUBCONTRACTORS

Subcontractors listed below are all Subcontractors furnishing labor, services, or materials for the period referenced above, of which this Schedule 3 is a part:

[illegible]

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

SCHEDULE 4
TO APPLICATION FOR PAYMENT
DECLARATION OF RELEASE OF CLAIMS

Contractor hereby certifies that attached hereto are releases and waivers of claims and stop notices from all Subcontractors furnishing labor, services, or materials covered by the Certificate For Payment dated

_____, 20____, except those listed below:

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable. Subcontractor completes when not yet paid.)

**SCHEDULE 4A
TO APPLICATION FOR PAYMENT
CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

NOTICE TO CLAIMANT

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and

(5) The right to recover compensation for work not compensated by the payment.

CLAIMANT

Signature: _____

Name: _____

Title: _____

Date: _____

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable. Subcontractor completes when payment has been made.)

**SCHEDULE 4B
TO APPLICATION FOR PAYMENT
UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

NOTICE TO CLAIMANT

THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and
- (4) The right to recover compensation for work not compensated by the payment.

CLAIMANT

Signature: _____

Name: _____

Title: _____

Date: _____

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable. Subcontractor completes when not yet paid.)

**SCHEDULE 4C
TO APPLICATION FOR PAYMENT
CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

NOTICE TO CLAIMANT

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable to: _____

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: _____

CLAIMANT

Signature: _____

Name: _____

Title: _____

Date: _____

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable. Subcontractor completes when not yet paid.)

SCHEDULE 4D
TO APPLICATION FOR PAYMENT
UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT

THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND 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 WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: _____

CLAIMANT

Signature: _____
Name: _____
Title: _____
Date: _____

END OF SECTION

EXHIBIT J
FIELD ORDER FORM

Exhibit Follows



FIELD ORDER #X <i>(EFFECTIVE ONLY WHEN SIGNED BY THE CITY)</i>
--

WATER DEPARTMENT
212 Locust St., Suite C
Santa Cruz, CA 95060
Ph: 831-420-5200
Fax: 831-420-5201

Project Name:		Contractor Name:		Subject:	
Contract date:	PO #:	CWO#:	FO Date:	FO #:	
Description of Changes (attach all applicable documents, including drawings, plans, or reports): a)					
Estimated Adjustment of Contract Sum (if any):					
Estimated Adjustment of Contract Time (if any):					
Recommended by:					
<i>NAME</i>		<i>TITLE</i>		<i>DATE</i>	
City Approval:					
<i>NAME</i>		<i>TITLE</i>		<i>DATE</i>	
The Contractor is hereby directed to promptly make the above described changes or to perform the above described work not included in the Contract. Contractor's signature is not required for this Field Order to be binding on Contractor. This field order may or may not constitute a change in work. If the work described above constitutes a change in Contract Sum or Contract Time, this Field order will be superseded by a Change Order, pursuant to General Conditions Section 11, that will include the scope of the change in the Work and any actual adjustments to the Contract, including Contract Sum and Contract Time. Contractor Approval:					
<i>NAME</i>		<i>TITLE</i>		<i>DATE</i>	

END OF SECTION

EXHIBIT K
CHANGE ORDER FORM

Exhibit Follows



CONTRACT CHANGE ORDER

X

(EFFECTIVE ONLY WHEN APPROVED BY THE CITY)

WATER DEPARTMENT
 212 Locust St., Suite C
 Santa Cruz, CA 95060
 Phone: 831-420-5200
 Fax: 831-420-5201

Project Name:		Contractor Name:		Subject:	
Contract date:		P.O. #:	CWO#:	C.O. Date:	C.O. #:
Description of Changes (attach all applicable documents, including drawings, plans, or reports): a)					
Contract Revision (Including any applicable Contract Sum or Contract Time adjustment): a)					
When approved by the City, Contractor is directed to promptly make the above described changes or to perform the above described work. The Change Order process shall comply with General Conditions Section 11.					
	Price:	Time (in days and hours):	Recommended by:		
			Name Date Title (Construction Mgr. / Project Mgr.) 		
Base Contract as Bid:			Reviewed by (when City staff review is required):		
Base Contract Including All Previous Change Orders:			X x, P.E. Date Associate Civil Engineer 		
Contract Contingency:			Reviewed by:		
Contingency Allocated:			Heidi Luckenbach, P.E. Date Deputy Director/Engineering Mngr. 		
Contingency Available:			Approved by:		
C.O. #1 Increase:			Rosemary Menard Date Water Director 		
C.O. #1 Decrease:			Authorized by (when Council review is required):		
Net Change:					
Revised Contract Amount:			Martín Bernal, City Manager Date		
Contractor:					
<i>For valuable consideration set forth herein, Contractor hereby releases the City of Santa Cruz from any and all claims for direct, indirect, and impact expenses and adjustments to the Contract Sum as well as additional time impact now existing or which may hereafter arise out of or result from the work or change described herein.</i>					
Signature		Printed Name, Title		Date	

END OF SECTION

EXHIBIT L
CERTIFICATE OF SUBSTANTIAL COMPLETION

Exhibit Follows

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____
Contract Date: _____
Contractor Name: _____
Contractor Address: _____
Date of Issuance: _____

Project or Designed Portion Shall Include: _____

The work performed under this contract has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as _____, 20____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is included herein. The failure to include any items on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents.

In accordance with the Contract Documents, Contractor is notified as follows:

1. The date of Substantial Completion of the Work or designated portion thereof is the date certified by the City when construction is sufficiently complete in accordance with the Contract Documents, so the City can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.
2. Without limitation of Contractor's obligation to fully complete the Work within the Contract Time, Contractor shall complete or correct the Work on the list of items attached hereto within thirty (30) days from the date of Substantial Completion. Liquidated damages shall be in the total amount per day as specified in the contract for each calendar day in excess of thirty (30) working days after substantial completion that final completion is not attained.
3. The City will be responsible for: _____

4. Contractor shall be responsible for all Contract requirements, except items or responsibilities of the City as set forth in Paragraph 2, above.
5. List of items to be completed or corrected: _____

[SIGNATURES ON NEXT PAGE]

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

CITY

Signature: _____

Name: _____

Title: _____

Date: _____

END OF SECTION

EXHIBIT M
NOTICE OF COMPLETION

Exhibit Follows

RECORDED AT THE REQUEST OF:
City of Santa Cruz

WHEN RECORDED MAIL TO:
City Clerk's Department
809 Center Street, Room 9
Santa Cruz, CA 95060

(Space above for Recorder's use only)

This instrument is being recorded for the benefit of the City of Santa Cruz. No recording fee is required pursuant to Government Code § 27383.

NOTICE OF COMPLETION

PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 8102 AND 9204, NOTICE IS HEREBY GIVEN THAT:

The undersigned is an authorized representative of the owner of the interest or estate stated below.

1. Owner's Name and Address. The Project owner is the City of Santa Cruz, a municipal corporation (the "City"). The City's mailing address is 809 Center Street, Santa Cruz, California 95060. The City of Santa Cruz has the following interest in the subject Property described below: (Check One) ☐ Fee ☐ Joint Tenancy ☐ Lessee ☐ Purchaser Under Contract for Purchase ☐ Other: _____

2. Title of Project. The full name of the work of improvement/public works project (the "Project") which is the subject of this Notice of Completion is: _____

3. Project Number. _____
4. Property Location/Address. The Property site location description or address (the "Property") on which the Project was constructed is located in the City of _____, County of Santa Cruz, State of California at: _____

5. Date of Completion. The Project on the Property was completed on: _____
6. Name of Contractor. The name of the Contractor on the Project is: _____

7. Address of Contractor. The address of the Contractor on the Project is: _____

8. Nature of Work Performed on the Property or Materials Furnished for the City. The Project consisted of work described as: _____

9. The filing of this Notice of Completion was authorized by the Santa Cruz City Council Minute Order on _____ of _____, 20____.

DATED: _____

[INSERT NAME OF CITY SIGNEE]

City Manager, as Owner's Authorized Agent
City of Santa Cruz

VERIFICATION FOR THE CITY OF SANTA CRUZ

The undersigned, being duly sworn, says:

That I am the City Manager (or his/her official designee) of the City of Santa Cruz, a municipal corporation in the State of California. I have read the attached Notice of Completion and know and understand its contents. I declare under penalty of perjury that the facts stated in the Notice of Completion are true and correct, to the best of my knowledge.

Executed on _____, at Santa Cruz, California.

[INSERT NAME OF CITY SIGNEE]
City Manager, as Owner's Authorized Agent
City of Santa Cruz

NOTE: Notary acknowledgement for Owner's Authorized Agent must be attached.

END OF SECTION

EXHIBIT N
PROCEDURE FOR HYDRANT
METER INSTALLATION

Exhibit Follows

CITY OF SANTA CRUZ
WATER DEPARTMENT
DeptPolicy_WTEN_2020_#7_v1

SUBJECT:

Bulk Water & Hydrant Meter Services

PURPOSE:

The purpose of this policy is to establish the procedures and requirements for bulk water and hydrant meter services.

MUNI CODE REFERENCE:

This policy is set forth under the authority extended by Chapter 16.04.020 of the Municipal Code and is referenced in 16.04.030 (b & c) TYPES OF SERVICE.

POLICY:

It is the policy of the Water Department to provide bulk water and hydrant meter services for an occasional or temporary use when installing a water service is impractical or infeasible. The applicant shall obtain a permit from and/or open a service account with the Water Department prior to use. Bulk water and hydrant meter services shall be operated at the applicant's expense and must conform to Water Department standards, the City's Municipal Code, and permit requirements. The applicant must pay all applicable fees as adopted by resolution of City Council.

PROCEDURE:

The Water Department will verify that the use of bulk water or hydrant meter services is warranted and feasible in the location requested. The Water Department reserves the right to approve or disapprove the use of bulk water and hydrant meter services based on site conditions, intended use, water quality concerns, or other applicable criteria. Applicable fees and charges adopted by resolution of City Council for bulk water and hydrant meter services may include, but are not limited to, an application fee, security deposit, water usage fee, annual permit fee, monthly service charge, quantity rate charge, penalty fee, rate stabilization fee, and daily use fee. City-initiated projects applying for bulk water or hydrant meter services may be exempt from daily use and consumption fees. Bulk water and hydrant meter service permit holders must work within the City's water service area only. Resale of City water is strictly prohibited. Any such resale shall result in the prosecution of criminal, civil, or administrative proceedings against the violator and the violator's payment of fines and/or damages. Bulk water and hydrant meter service permit holders in violation of this policy will be subject to a penalty or additional fees and may be refused bulk water and hydrant meter services in the future. The Water Department reserves the right to refuse bulk water or hydrant meter services to any individual or applicant that does not comply with this policy.

Applicants requesting permits for bulk water and hydrant meter services must submit the application and associated fees to the Water Department. Santa Cruz Municipal Utilities (SCMU) will establish a billing account for the applicant and collect payment. The Water Department will establish a service period based on the applicant's estimate of time needed to issue a permit. The applicant must include a photocopy of a valid driver's license with the application.

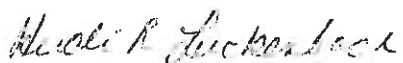
A hydrant meter may be issued for projects located within the water service area and are restricted to a thirty day use period. Hydrant meters are available on a first come, first served basis as there is a limited number of devices. The City will supply no-lead approved hydrant meters for a potable water source depending on availability. A hydrant meter may be used for long term or multi-location projects without access to a permanent water service. The Water Department may repossess a hydrant meter at the end of the thirty day service period following a period of no consumption or lack of communication from the permit holder, or for any violation of this policy. The Water Department shall send any permit holder in violation of this policy a letter stating the violation and establishing a thirty day deadline to return the hydrant meter before the hydrant meter status is changed to lost/stolen and the security deposit is fully deducted. Hydrant meter permit holders must comply with hydrant meter backflow device testing upon notification by the Water Department. The permit holder must return the hydrant meter to the location determined by the Water Department prior to the end of the thirty day service period or will incur a penalty fee. Any unused portion of the pre-paid daily use fee will be credited to the permit holder's account if the hydrant meter is returned prior to the end of the service period. The Water Department is responsible for stocking, maintaining, and testing hydrant meters; recording the initial and closing meter read; reading and billing the meter monthly; and determining, if necessary, the extent that the pre-paid deposit should be used for repairs or replacement.

The original bulk water service permit must be available and visibly posted on the permit holder's vehicle at all times when drawing water. The permit holder must use a spanner wrench to open and close the bulk water station valve. The permit holder must report the previous month's water use to SCMU by the 5th of each month to prevent a penalty fee, even if no water has been used. To close the billing account, the original permit must be returned to SCMU along with a written request to terminate the service.

EFFECTIVE DATE: January 31, 2020

This policy shall be effective immediately and remain so until revised or rescinded.

Submitted:



Deputy Water Director/
Engineering Manager

Approved:



Water Director

END OF SECTION

EXHIBIT O
CITY OF SANTA CRUZ WATER DEPARTMENT
HYDRANT METER CHECKOUT/PERMIT

Exhibit Follows

**City of Santa Cruz Water Department
Hydrant Meter Checkout/Permit
212 Locust Street, Santa Cruz CA 95062**

Business Name:	Responsible Party:	Business Tax ID #:
Billing Address:	City:	State: Zip Code:
Phone Office:	Cell Phone:	Email:
To be used where?:	Service start date:	Service end date: (Max 30 days unless approved by Engineering)

Engineering to Complete:

Meter #:	Read out:	Account #:
*Special Provisions (#5):		
Deposit: \$3415.00	Application Fee: \$65.00	Daily Use @ \$5.00 per day: \$

Customer Service to Complete:

Total Charge:	Payment: Check____ Credit Card____ SCMU Representative will contact you for card.	Total Amount Paid:
----------------------	--	---------------------------

Meter Shop to Complete:

Date out:	Read out:	Date In:	Read In:
Inspection Out: Pass ____ Fail ____		Inspection In: Pass ____ Fail ____	
Meter check-out: _____ (Customer Signature)	Meter check in: _____ (Customer Signature)		
SCWD: _____ (Meter Shop Signature)	SCWD: _____ (Meter Shop Signature)		

HYDRANT METER SHALL NOT BE TAKEN OUTSIDE SCWD SERVICE AREA

SCWD WILL READ THE METER MONTHLY & TEST THE BACKFLOW ASSEMBLY AS REQUIRED

CUSTOMER RESPONSIBILITIES:

1. Inform Engineering Section at 831-420-5210 of relocation of meter. (Subject to periodic check).
2. Device must be available for periodic testing by SCWD staff. If meter is not found on site, the account will be closed and the deposit will not be refunded.
3. Failure to return meter within service period or removal by City could result in forfeiture of deposit.
4. In addition to the fees above, you will receive a monthly charge for water consumption and other related fees.
5. *Service period may be extended only with approval of Engineering Section.
6. Account will be closed and reopened if the service period extends to 11 months. No additional set up fees will be charged and the deposit will be transferred to the new account. Customer service will contact you to provide the new account number.
7. Please contact Customer Service to schedule the return of the hydrant meter at 831-420-5220.
8. Return copy of permit with meter for closure of account and calculation of refund if applicable.
9. Upon return of the equipment, the hydrant meter will be inspected for any external or internal damage including the backflow device & cage. Additional charges will be assessed for any such damage and will be charged to the account.

City of Santa Cruz Water Department
Hydrant Meter Rental Fees

HYDRANT METER USE FEES	
<i>Service Description</i>	<i>Fee</i>
49. Deposit Amount is the cost for full replacement. If the meter requires repairs up on return, the deposit amount to be returned will be reduced by the cost of parts and labor to repair.	3415
50. Application for service	\$65
51. Water Ready to Service (monthly)	Current 3" meter inside rate
52. Water usage, per ccf (monthly)	Current commercial inside rate (all commodity rates)
53. Daily use fee	\$5

Resolution No. NS-30, 181, January 1, 2026



HYDRANT METER (2" WILKINS 975XL2 AND 2" SENSUS OMNI C2 METER)

END OF SECTION

EXHIBIT Y
GOOD NEIGHBOR COMMITMENT
SECTION 00 45 46.6

Exhibit Follows

SECTION 00 45 46.6

GOOD NEIGHBOR COMMITMENT

(To be Agreement Exhibit Y)

When the Santa Cruz Water Department undertakes construction projects in a neighborhood we are committed to being the best neighbor we can be. That means that our neighbors should expect:

Work to be conducted safely

- Staff, consultants and contractors will be properly trained in equipment use.
- Staff, consultants and contractors will at all times comply with Cal OSHA requirements.
- Work will adhere to all CEQA mitigations and any other permit requirements.
- Traffic control measures will be provided when normal traffic flow is impacted.
- Equipment and the project site overall will be secured outside of regular construction hours.

Construction to begin and end at scheduled times

- Work hours to be observed are identified in Section 3.02 of the Agreement. Violation of the Construction Work Hours violates the noise ordinances in Santa Cruz Municipal Code (SCMC) sections 4.14.070 and 9.36.010. Violations of the SCMC can result in administrative or criminal citations, and financial penalties.
- Construction hours will be posted.
- Construction activity, including operating heavy equipment and utilizing backup alarms on vehicles is not permitted without prior approval from SCWD.
- Advance notice will be given for work that must be done outside of regularly scheduled hours.
- Non-construction activities outside of working hours will be kept to a minimum.

Staff and contractors working on projects to behave professionally

- Appropriate language will be used at all times in public.
- Non project-related noise will be kept to a minimum.

Project questions or concerns to be responded to

- Dedicated project hotlines and email will be available.
- Staff and contractors will be provided with cards with SCWD contact information that they can share with neighbors.
- Calls or emails made to project hotlines will be returned within 2 business days.

To receive regular project communication

- Regular and ongoing project communication with SCWD community relations staff is required.
- Project descriptions and timelines will be provided by SCWD to neighbors in advance.

- Notification of regular (non-emergency) service disruptions will be given 48 hours in advance.
- Unforeseen changes will be shared as timely as possible.
- Bi-weekly project updates will be given by SCWD to neighbors for projects lasting longer than six weeks.

The neighborhood will be left in the same condition as when we arrived

- Debris will be removed.
- Project sites will be swept and cleaned.
- Excavations will be filled and patched when the project is complete.

I certify that I have read the above Good Neighbor Commitment and agree to perform the Work according to these commitments.

Name: _____

Signature: _____

Date: _____

END OF SECTION

END OF SECTION

EXHIBIT Z
CONTRACT PRICE EXHIBIT
(To be Included Prior to Contract Award)

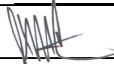
Exhibit Follows

QUOTE FOR BELTZ 10 WELL REHABILITATION

Task No.	Task Description	Units	Estimated Quantity	Unit Price	Total
1	Mobilization	Lump Sum	1	\$ 11,000.00	\$ 11,000.00
2	Pre-Rehabilitation Pumping Test	Lump Sum	1	\$ 1,200.00	\$ 1,200.00
3	Pump Assembly Removal	Lump Sum	1	\$ 1,600.00	\$ 1,600.00
4	Pre-Rehab Video Survey	Lump Sum	1	\$ 2,140.00	\$ 2,140.00
5	Nylon Brushing	Hourly	5.5	\$ 400.00	\$ 2,200.00
6	Bailing	Lump Sum	1	\$ 1,200.00	\$ 1,200.00
7	AquaFreed Treatment	Lump Sum	1	\$ 21,650.00	\$ 21,650.00
8	Setup of Temporary Tanks, Piping, etc.	Lump Sum	1	\$ 23,950.00	\$ 23,950.00
9	Simultaneous Air-Lift Pumping/Swabbing	Hourly	15.5	\$ 400.00	\$ 6,200.00
10	Post-Rehab Video Survey	Lump Sum	1	\$ 2,140.00	\$ 2,140.00
11	Post-Rehabilitation Pumping Test	Lump Sum	1	\$ 1,600.00	\$ 1,600.00
12	Demobilization & Site Cleanup	Lump Sum	1	\$ 11,000.00	\$ 11,000.00
SUBTOTAL					\$ 85,880.00

QUOTE FOR BELTZ 10 ASR PILOT TEST SETUP

Task No.	Task Description	Units	Estimated Quantity	Unit Price	Total
13	Mobilization	Lump Sum	1	\$ 2,100.00	\$ 2,100.00
14	Fabrication of Well Head Seal Plate and Discharge Head	Lump Sum	1	\$ 5,200.00	\$ 5,200.00
15	Reinstallation of Pump Assembly, New Injection Drop and Sounding Tubes and AquaGard Injection Pipe	Lump Sum	1	\$ 17,370.00	\$ 17,370.00
16	Well Disinfection and Chlorine Flushing	Lump Sum	1	\$ 1,600.00	\$ 1,600.00
17	Installation of Above-Ground Piping, Valving, Metering, etc.	Lump Sum	1	\$ 29,450.00	\$ 29,450.00
18	Demobilization	Lump Sum	1	\$ 2,100.00	\$ 2,100.00
SUBTOTAL					\$ 57,820.00
GRAND TOTAL for WELL REHABILITATION and ASR PILOT TEST SETUP					\$ 143,700.00

Name of Firm: Subsurface Technologies, Inc Estimated Start Date: 11/16/2026
 Representative: Steven Catania Title: President
 Signature:  Date: 09/22/2026

END OF SECTION