

SPECIAL PROVISIONS

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1. Description and Location

The project is located at Joel Davis Park in the City of East Palo Alto, California.

The project consist of furnishing all labor, materials, and equipment and performing all work necessary and incidental to the completion of the project known as Joel Davis Park Restroom (the “Project”) consisting of mobilization, site preparation, utility work, concrete work, and so on according to plans and specifications prepared by the City of East Palo Alto.

2. Pre-Bid Conference

The City of East Palo Alto will hold a optional pre-bid site walk so interested bidders can examine the site. The pre-bid meeting is set for 02/28/2023 at 11:00 am. Please meet in front of the 1960 Tate Street Office Building in East Palo Alto, CA 94303.

3. Contractor's License

Contractor shall be licensed under the provisions of chapter 9, Division 3 of the Business and Profession Code of the State of California to do the type of work contemplated in the project. The general class or type of work called for under the contract requires a class “A” Contractor license. Contractor shall maintain this license for the duration of the work.

4. Preconstruction Conference

The City will schedule a preconstruction conference to be held within 10 calendar days of the date specified in the Notice to Proceed.

5. Time for Completion

Contractor has (60) working days to complete the project from the date specified in the Notice to Proceed. The working days do not include the lead time for the procurement of the restroom.

6. Coordination

The Contractor shall coordinate all project work with the City’s electrical contractor at the project site.

7. Submittals

- a. The Contractor shall provide submittals for the following. The submittals are anticipated to include, but are not limited to the following: asphalt, slurry, concrete, truncated domes.
- b.

Submittal Type	Number of copies/units
List and Schedule of Submittals	1 hardcopy and via email
Proposed Substitutions List	1 hardcopy and via email
Schedule of Values	1 hardcopy and via email
Construction Schedules (Preliminary, Baseline & Revised)	1 hardcopy and via email
Other Submittals	1 hardcopy and via email
Samples	1 (unless required otherwise in the Technical Specifications)
Shop Drawings	1 hardcopy and via email
Manuals and Instructions	3 (unless the number specified in the Technical Specifications is greater)
Warranties/Guaranties	1 hardcopy and via email

Record Drawings	<ul style="list-style-type: none"> a. Original contract drawings b. "As Built" Drawings 	<p>The "job site" print.</p> <p>Original reproducible drawings with all changes marked</p>
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- b Detailed requirements for specific submittals (other than the number to be provided and review times) may be received from the City.
- c The List and Schedule of Submittals shall be provided within 10 working days from the date the Notice to Proceed is issued.
- d The Owner shall review submittals (other than Construction Schedule submittals for which there are different requirements) within 28 days of receipt and shall review each resubmittal within 21 days of receipt of complete submittal.
- e The Construction Schedule submitted shall identify major noise generating construction activities. Contractor to notify adjacent affected properties at least 72 hours prior to major noise generating construction activities.

8. Liquidated Damages

Liquidated damages shall be in the sum of one thousand and no/100 (\$1,000) per calendar day.

9. Bid Items

Bid Items and total project costs shall include the entire project as shown in the drawings and described in the specifications. All bid items must be filled in completely. Quote in figures only, unless words are specifically requested. Full compensation for conforming to the requirements of each section shall be included in the contract price for each item and no additional compensation will be allowed therefor. See Caltrans Standard Specifications for more information on specs for items not detailed in the Technical Specifications.

The contract price paid for each bid item shall include full compensation for performing the scope of work specified on the plans and specifications including all labor, material, tools, equipment, and incidentals, and for doing all the work associated with each bid item. Refer to the Technical Specifications for details.

Bid Item 1 – Mobilization:

Mobilization (includes bonds and insurance) – The Contractor shall furnish all labor, materials, tools, equipment and incidentals to and away from the project site; for establishment and dismantling of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning and after completing work on the various contract items on the project site. These include obtaining all necessary permits, providing on site sanitary facility, address numbers providing all OSHA and City required notices and signs, and providing initial submittals. All the work involved in mobilization as specified herein, and no additional compensation will be allowed therefore. Allowable payment for mobilization shall not exceed 5% of the total for contract items of work. Payment for this item shall be on a lump sum basis.

Payments for mobilization will be made as follows:

- a. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is less than 5 percent of the original contract amount, 25 percent of the contract item price for mobilization will be included in the estimate for payment.
- b. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is 5 percent or more of the original contract amount, 50 percent of the contract item price for mobilization will be included in the estimate for payment.

- c. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is 10 percent or more of the original contract amount, 75 percent of the contract item price for mobilization will be included in the estimate for payment.
- d. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is 20 percent or more of the original contract amount, 95 percent of the contract item price for mobilization will be included in the estimate payment.
- e. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is 50 percent or more of the original contract amount, 100 percent of the contract item price for mobilization will be included in the estimate for payment.

Bid Item 2 – Site Preparation and Grading

The contract price paid for Site Preparation and Grading shall include full compensation for performing the scope of work as specified in Technical Specifications Section 103, "Site Preparation and Grading".

Measurement: Site Preparation and Grading shall be measured and paid by lump sum.

Performing site grading required for the project including earthwork calculations for project cut/fill, rough and fine grading. It includes all clearing and grubbing which includes but is not limited to the removal of any trees, brushes, and bollard. Shall include full compensation for all labor, materials, and material disposal due to the conflict with the new restroom. Includes all foundation preparation. All existing landscape not in conflict with the new restroom must be protected.

Bid Item 3-6 – Utilities

The contract price for Utilities shall include full compensation for performing the work to be performed as specified in Technical Specifications Section 104 "Utilities".

Bid Item 3-5 Measurement: By linear foot as specified in the bid form.

Bid Item 6 Measurement: Shall be measured and paid by lump sum.

The utility work includes:

- a. Water Utilities and All Water Connections (80 LF of piping):

Basis of Payment: Includes full compensation for all labor, materials, tools, equipment, incidentals, work and appurtenances required for the installation of the new water pipe including: installing the new pipe as shown on plans; installing pipe per trench section complete in place, placing warning tape, connecting the pipes to existing piping; excavation, backfilling and compacting the bedding material, class II aggregate base, and structural backfill material; pavement restoration including landscape, sidewalk, preparation for landscape and sidewalk, all fittings, all elbows fittings, all full circle clamps, disinfection, pressure testing, and all other tasks and costs incidental and necessary to complete the item as specified herein. Includes all final connections to the restroom.

This includes but not necessarily limited to, replacement materials (where applicable), raising/lowering frames and covers, additional landscape or concrete removal around each structure if required, replacing concrete collars and paving, and clean-up.

- b. Sewer Utilities and All Sewer Connections (80 LF of piping):

Basis of Payment: Includes full compensation for all labor, materials, tools, equipment, incidentals, work and appurtenances required for the installation of the new sewer pipe including: installing the new pipe as shown on the plans; installing pipe per trench section

complete in place, placing warning tape, connecting the pipes to existing piping; excavation, backfilling and compacting the bedding material, class II aggregate, and structural backfill material, all fittings, clean check back- water valve, cleanouts, all elbows fittings, all full circle clamps, pipe cleaning, video inspection, and all other tasks and costs incidental and necessary to complete the item as specified herein. Includes all final connections to the restroom. The general contractor is responsible for coordinating with East Palo Alto Sanitary District and obtaining all/any necessary permits.

c. Electrical Conduits and All Electrical Connections (160 LF):

Basis of Payment: Includes full compensation for all labor, materials, tools, equipment, incidentals, work and appurtenances required for the installation of the new electrical conduit including: installing the conduit; installing conduit per trench section complete in place, placing warning tape, connecting the conduit to existing panel inside the existing building; all pull boxes and pull tape, excavation, back- filling and compacting the bedding material and structural backfill material; pavement restoration including landscape, sidewalk, preparation for landscape or sidewalk, all elbows and fittings, conduit cleaning, and all other tasks and costs incidental and necessary to complete the item as specified herein. For electrical conduit the trench must be filled with sand until the conduit is fully covered and then backfilled with native soil. Refer to Exhibit A for connection location. Includes all final connections to the restroom.

Basis of Payment For Building Plumbing and Utility Connection: Includes full compensation for all labor, materials, tools, equipment, incidentals, work and appurtenances required for connection of necessary utilities to the restroom building, and all other tasks and costs incidental and necessary to provide a fully functioning and operation restroom. The tasks should not be limited to

- Connect the stubbed-out sewer and water services to the new building
- Connect the stubbed-out electrical conduit to the building's electric panel
- Pull conductors from the existing meter in the existing build to the building electrical panel and perform all connections.
- Any incidental work necessary to complete the work associated with this item.

Bid Item 7-8 – Concrete Improvements (4” Concrete Sidewalk and Concrete Footing)

The contract price paid for Concrete Improvements shall include full compensation for performing the scope of work specified in the “Concrete Improvements” Technical Specifications section 105, including, as appropriate, but not necessarily limited to, sawcutting of existing concrete along existing score lines, removal and disposal of existing materials, excavation, subgrade preparation, compaction, grading, class 2 aggregate base, removing/relocation of signs, conform, disposal of surplus materials, installation and removal of formwork, clearing & grubbing, tree trimming performed by a qualified arborist, installation of root barrier, construction of concrete improvements, flowline test, inlet protection, adjustment of any utility boxes, valves, monuments, drain inlets, steel plates, vaults, finishing, application of curing compound, restoration of surrounding improvements including planting, irrigation repairs, concrete removal and replacement of wood chips, etc., cleanup and incidentals to complete work according to the plans and specifications.

“4” Concrete Sidewalk” shall be measured and paid per sq ft foot of sidewalk installed. Sections of the existing concrete must be removed to accommodate the new concrete pad/ footing. The new sidewalk shall be installed in place of the removed section. The new sidewalk shall conform to the existing sidewalk width. The new section of sidewalk will meander around the new concrete pad.

“Concrete Footing” shall be measured and paid on a lump sum basis. Cost of installation shall also include any demolition of the existing sidewalk. A new concrete pad must be constructed for the prefabricated restroom. The concrete pad must follow the details outlined in ATTACHMENT A.

Bid Item 9 – Construction Signage

The contract price paid for Construction Signage shall include full compensation for performing the scope of work specified in the “Construction Signage” Technical Specifications section (107) , including fabrication and placement. Construction signage shall be posted at most visible and critical locations prior to commencement of construction. Signage shall be relocated to work areas as needed.

Bid Item 9 Measurement: Shall be measured and paid by each.

Construction signage at the project site shall include the following:

- a. Minimum size of 48”x96”
- b. Project name
- c. City logo
- d. Grant funding source (if applicable)
- e. General project timeframe

Bid Item 10 – Double Prefabricated Restroom

Work to be performed shall be as specified in Technical Specifications Section 106 “Prefabricated Restroom”.

Bid Item 10 Measurement: Lump sum as specified in the bid form.

Includes delivery and all traffic control needed for delivery. Traffic control to be submitted to City for review and approval prior to delivery. Includes Roof Material and Installation – the roof installation is to be completed on site. Includes all costs associated with installation of the restroom.

Base Bid Double Restroom Details: Exeloo Jupiter Fully Automated Twin Toilet JUP22DD

Includes:

- Baby change recessed stainless steel
- Disposal Chute
- HCD Plan Use

The video linked below demonstrates an installation overview:

- <https://www.youtube.com/watch?v=b6lpMZxa3BI>

Alternative Bid 1– Single Prefabricated Restroom:

Alternative Bid 1 Single Restroom Details: Exeloo Jupiter Fully Automated Single Toilet JUP21D

Includes:

- Baby change recessed stainless steel
- Disposal Chute
- HCD Plan Use

10. Specialty Items

N/A

11. Warranty Duration

Unless specifically stated in the Technical Specifications, all items shall have a one-year warranty from the date of final acceptance of the project.

12. Disposal Fees

The Contractor shall be responsible to pay all applicable disposal fees and the cost of this shall be included in the various bid items.

13. Materials Supplied by City

None

14. Testing

Except as stated otherwise in the specifications, the Contractor shall perform sampling and testing to demonstrate compliance with contract requirements. Testing shall be undertaken by an independent testing laboratory qualified to perform sampling and testing required by this contract. The testing laboratory must be independent of the material suppliers. All sampling and testing shall be performed in accordance with the required frequencies specified in the Caltrans Standard Specifications and manuals, and per the City's Quality Assurance Program (QAP).

Test results shall be provided showing actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Test results shall cite applicable specification references and required tests or analytical procedures used. Test results shall be certified by a testing laboratory representative authorized to do so. Reports shall have the cover sheet conspicuously stamped in large red letters "CONFORMS" or "DOES NOT CONFORM." If the items fails to conform, notify the Engineer. Payment for testing will be included in the bid item price paid for the item of work requiring testing and no additional payment will be allowed therefor.

15. Water

The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction, including potable water service. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor will pay for all water used for their operations on site.

The purchase of potable water for construction purposes requires obtaining a Hydrant Permit from the City's Water Company located at City Hall, 2415 University Avenue, East Palo Alto.

16. Special Permits

N/A

17. Revocable Items

Items listed as "revocable" may be deleted entirely or in part, or added at the sole discretion of the City. All provisions of Section 9-1.06 of the Standard Specifications shall not apply to entire or partial deletion of or addition to revocable items.

18. Hazardous Materials/Conditions

N/A

19. Disclosure Information/Documents

N/A

21. Work to be Performed by Contractor

The Contractor shall perform, with its own organization, Contract work amounting to at least **25%** percent of the Contract price, except that any designated "Specialty Items" may be performed by subcontract, and the amount of any such "Specialty Items" so performed may be excluded from the computation.

22. Work Sites and Payment

This contract is made of many individual work sites. A work site is typically all concrete replacement work at a single addressed parcel or property. Typically, all tasks, as prescribed in the specifications, are required to be performed to constitute a completed work site. All variances from typical shall be defined in writing by the City Inspector/Representative.

Payment shall be on the basis of completed individual work sites; this shall include all work tasks required to complete an individual work site, including cleanup and restoration work.

23. Progress Payment Retention

Retention shall be five percent (5%) for the estimated value of work.

24. Working Hours

Construction work shall be limited to 8:00 a.m. to 5:00 p.m. Monday to Friday, excluding City holidays. Exceptions shall be approved by City Engineer.

25. Notification and Relations with Property Owners

At ten (10) working days and again at two (2) working days prior to mobilizing to a site or performing any action which affects residents, schools or businesses, the Contractor shall distribute an approved written notice to all adjoining residents and businesses, property owners, tenants and applicable parties. Such notice shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, traffic delays, alternative routes, driveway closures and the name, address, and a 24-hour local telephone number of the Contractor. A draft copy of the notice shall be provided to the City Engineer for approval, prior to distribution.

The Contractor shall provide the Engineer a copy of the proposed written notification prior to mailing or delivery for approval at least 5 days prior to their distribution.

Delays in performing the work or changes in the construction schedule, for any reason, shall require the Contractor to provide written re-notification to residents, businesses, City services within 24 hours that any delay or change is reported to or discovered by the City Engineer.

The Contractor shall not impede or impair waste haulers, recycling operations and buses within the project area. It is the Contractor's responsibility to determine which waste haulers, recycling operators and buses are scheduled to work/run in the project area and to develop a project schedule that will not impede or impair their operations.

26. Public Convenience and Safety

The Contractor shall provide for the convenience and safety of traffic and the public in conformance with the provisions in Section 7-1.03 and Section 7-1.04 of the 2010 Caltrans Standard Specifications.

27. Traffic Control and Lane Closure Restrictions–

If needed, the contractor is required to provide and maintain throughout the duration of the project adequate traffic control for all modes of traffic. No blocking of the public way is permitted at any time.

28. Staging Areas and Field office

Contractor will be allowed to stage on site.

29. Protection and Restoration of Existing Improvements

Contractor shall protect in place, or remove and replace, existing improvements which may be damaged by Contractor's operations. Existing improvements may include, but are not limited to, irrigation lines, irrigation control wiring, landscaping, trees/roots, pavement, drainage devices, lighting, roads and roadway markings, and pedestrian walkways. Any damage to existing facilities, landscape, or irrigation shall corrected by the Contractor to original condition at no cost to the City.

Contractor shall ensure construction or resurfacing materials do not enter the storm drain system.

ESCROW AGREEMENT FOR SECURITY DEPOSITS
IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between CITY OF EAST PALO ALTO whose address is 2415 University Avenue, East Palo Alto, California 94303 hereinafter called "Owner", and _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent."

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

- (1) Pursuant to Section 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 Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the owner shall 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 shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the City of East Palo Alto, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contractor provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall 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 shall be equally applicable and binding when the owner pays the escrow agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, 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 shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall 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 Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor. The signature of the representative of Owner granting such consent shall be acknowledged by a notary public.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner 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 shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (4) to (8), inclusive, of this agreement, provided that the written authorization from Owner to Escrow Agent given pursuant to paragraph 6 above authorizing release of funds to Contractor, has an acknowledgment of the signature of Owner's representative. Assuming that any notice received by Escrow Agent which is required to have a notary's acknowledgment of a signature according to this agreement, is so acknowledged, the Owner and Contractor shall 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 Owner and on behalf of Contractor in connection with the foregoing, and exemplars of the respective signatures are as follows:

On behalf of Owner:

Signature

Name (typed or printed)

Title

Address

On behalf of Contractor:

Signature

Name (typed or printed)

Title

Address

On behalf of Escrow Agent:

Signature

Name (typed or printed)

Title

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the dates set forth below.

By: City of East Palo Alto
(Owner)

By: _____
(Contractor)

Signature

Signature *

Name (typed or printed)

Name (typed or printed)

Title

Title

Date

Date

Signature *

Name (typed or printed)

Title

Date

By: _____
(Escrow Agent)

Signature**

Name (typed or printed)

Title

Date

** Signature of Contractor shall be notarized. Signature shall be of two classes of officers of a corporation, unless accompanied by copy of Resolution of Board of Directors authorizing execution of this agreement.*

***Signature shall be notarized.*