

Donald P. Wagner Mayor

Lynn Schott Mayor Pro Tempore

Melissa Fox Councilmember

Jeffrey Lalloway Councilmember

Christina Shea Councilmember

AGENDA

CITY COUNCIL ADJOURNED REGULAR MEETING

April 4, 2017 4:00 PM City Council Chamber One Civic Center Plaza Irvine, CA 92606

Speaker's Card/Request to Speak: If you would like to address the City Council on a scheduled agenda item – including a Consent Calendar item, a Regular Council Business item, a Public Hearing item, or Public Comments – please complete the <u>Request to Speak Form</u>. The card is at the table at the entrance to the City Council Chamber. Please identify on the card your name and the item on which you would like to speak and return to the City Clerk. The <u>Request to Speak Form</u> assists the Mayor in ensuring that all persons wishing to address the City Council are recognized. It also ensures the accurate identification of meeting participants in the City Council minutes. Your name will be called at the time the matter is heard by the City Council. City policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances (unless the time limit is extended by the Mayor), which includes the presentation of electronic or audio visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items below and/or the time they are actually heard, considered and decided may be modified by the Mayor or the City Council during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

Scan this QR code for an electronic copy of the City Council staff reports.



1. CLOSED SESSION

- 1.1 CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code Section 54957.6) Agency Negotiators: Sean Joyce, City Manager; Grace Leung, Assistant City Manager; Michelle Grettenberg, Assistant to the City Manager; Jimmee Medina, Manager of Human Resources; Brian King, Human Resources Administrator; Peter Brown, Liebert, Cassidy, Whitmore; Employee Organizations: Associated Supervisory/Administrative Personnel (ASAP); Irvine City Employees Association (ICEA); Irvine Professional Employees Association (IPEA); Irvine Police Association (IPA); Irvine Police Management Association (IPMA); Management and Non-Represented Employees; Confidential Employees; and Part-Time Employees
- 1.2 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9: 2 potential cases

RECONVENE TO THE CITY COUNCIL MEETING

PLEDGE OF ALLEGIANCE

INVOCATION

2. PRESENTATIONS

- 2.1 Proclaim April 2017 as "Fair Housing Month"
- 2.2 Proclaim April 2017 as "DMV/Donate Life California Month"

CITY MANAGER'S REPORT

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Announcements, Committee Reports and Council Comments are for the purpose of presenting brief comments or reports, are subject to California Government Code Section 54954.2 of the Brown Act and are limited to 15 minutes per meeting.

ADDITIONS AND DELETIONS

Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next City Council meeting.

3. CONSENT CALENDAR

All matters listed under Consent Calendar are considered by the City Manager to be routine and enacted by one roll call vote. There will be no discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Council on items on the Consent Calendar. See information for Speaker's Card/Request to Speak on first page.

3.1 PROCLAMATIONS

ACTION:

- 1) Proclaim April 9 -15, 2017 as "Animal Control Officer Appreciation Week."
- 2) Proclaim April 23, 2017 as "Turkish Heritage and Children's Day."

3.2 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3.3 APPROVAL OF SPECIFICATIONS AND CONTRACT DOCUMENTS FOR TRAFFIC SIGNAL SAFETY LIGHTING AND ILLUMINATED STREET SIGN UPGRADES

ACTION:

- Approve the construction specifications and contract documents for the Traffic Signal Safety Lighting and Illuminated Street Name Sign Upgrades, Capital Improvement Project 331701.
- 2) Approve the Engineer's Estimate, Construction Contingency and Project Funding Summary.
- 3) Authorize staff to solicit competitive bids and to award the construction contract to the lowest responsive and responsible bidder, in accordance with the City's purchasing policies and procedures, within the approved project budget.

3.4 APPROVAL OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR WORK PLACE SAFETY ENHANCEMENTS AT CITY HALL AND THE OPERATIONS SUPPORT FACILITY

ACTION:

 Approve the construction plans, specifications and contract documents for the City Hall and Operations Support Facility Work Place Safety Enhancements, Capital Improvement Projects 361501 and 361709.

- 2) Approve the Architect's Estimate, Construction Contingency and Project Funding Summary.
- 3) Authorize staff to solicit competitive bids and award the construction contract to the lowest responsive and responsible bidder, in accordance with the City's purchasing and contracts policies and procedures, within the approved project budget.

3.5 SECOND READING AND ADOPTION OF ORDINANCE NO. 17-04 AMENDING TITLE 1, DIVISION 3, CHAPTER 2, SECTION 1-3-212 OF THE IRVINE MUNICIPAL CODE RELATING TO THE AUTHORIZED USE OF ELECTRONIC AND DIGITAL SIGNATURES

ACTION:

Read by title only, second reading and adoption of ORDINANCE NO. 17-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AMENDING TITLE 1, DIVISION 3, CHAPTER 2, SECTION 1-3-212 OF THE IRVINE MUNICIPAL CODE RELATING TO THE AUTHORIZED USE OF ELECTRONIC AND DIGITAL SIGNATURES

3.6 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- Approve Councilmember Shea's requests for Community Partnership Fund Grant nomination to Irvine Chamber Education Foundation in the amount of \$600 in support of the 2017 Orange County World Trade Week Breakfast & Forum event.
- 2) Authorize the City Manager to prepare and sign the funding agreement listed in Action 1.

4. COUNCIL BUSINESS

4.1 CONSIDERATION OF A DEPARTMENT OF PUBLIC SAFETY HORSE MOUNTED UNIT

ACTION:

Approve the establishment of a Department of Public Safety Horse Mounted Unit.

4.2 CONSIDERATION OF COUNCILMEMBER SHEA'S REQUEST FOR VETERANS CEMETERY UPDATE, DISCUSSION AND POSSIBLE ACTION

ACTION:

City Council discussion and direction.

4.3 CONSIDERATION OF COUNCILMEMBER LALLOWAY'S REQUEST FOR STAFF PROGRESS REPORT ON VETERANS CEMETERY

ACTION:

City Council discussion and direction.

PUBLIC COMMENTS - Public comments will be heard at approximately 6:30 p.m. or prior to adjournment, whichever occurs earlier.

Any member of the public may address the City Council on items within the City Council's subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker's Card/Request to Speak on the first page.

ADJOURNMENT

NOTICE TO THE PUBLIC

LIVE BROADCASTING AND REBROADCASTING

Regular City Council meetings are broadcast live every 2nd and 4th Tuesday of the month at 4 p.m. and are replayed on Tuesdays at 4 p.m. (in weeks in which there is not a live City Council meeting), Sundays at 11 a.m., Wednesdays at 7 p.m., and Thursdays at 7 p.m. until the next City Council meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. City Council meetings are also available via live webcast and at any time for replaying through the City's ICTV webpage at <u>cityofirvine.org/ictv.</u> For more information, please contact the City Clerk's office at (949) 724-6205.

ADJOURNMENT

At 11:00 p.m., the City Council will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 midnight and will continue all other items on which additional time is required until a future City Council meeting. All meetings are scheduled to terminate at 12:00 midnight.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the City Clerk and are available for public inspection and copying once the agenda is publicly posted, (at least 72 hours prior to a regular City Council meeting). Staff reports can also be downloaded from the City's website at <u>cityofirvine.org</u> beginning the Friday prior to the scheduled City Council meeting on Tuesday.

In addition, meetings can be viewed live at the time posted on the agenda and related staff reports can be opened and viewed simultaneously along with the streaming of the meeting. To view the meeting, go to *cityofirvine.org/ictv*.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact City Clerk staff at (949)724-6205.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this agenda <u>after</u> the posting of the agenda will be available for public review in the City Clerk's Office, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact City Clerk staff at (949)724-6205.

SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS

Media Types and Guidelines

1. Written Materials/Handouts:

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the City Council. Please provide 15 copies of the information to be submitted and file with the City Clerk at the time of arrival to the meeting. This information will be disseminated to the City Council at the time testimony is given.

2. Large Displays/Maps/Renderings:

Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the City Clerk's Office at (949)724-6205 no later than 12:00 noon on the day of the scheduled meeting so that an easel can be made available, if necessary.

3. Electronic Documents/Audio-Visuals:

Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Public Information Office (PIO) no later than 12:00 noon on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk's Office at (949)724-6205.

Information must be provided on CD, DVD, or VHS; or, emailed by 12:00 noon on the day of the scheduled meeting to <u>pio@ci.irvine.ca.us</u>. Members of the public will be asked to provide their name, identify the meeting and the agenda item to be addressed, and a day time phone number.

The PIO office will notify the person submitting the information as soon as possible prior to the meeting if the information cannot be accessed or if the version provided is incompatible with the City's system. Every effort will be made by City staff to facilitate the presentation.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (949)724-6205.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

CHALLENGING CITY DECISIONS

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge that is not filed within this 90-day period will be barred.

If a person wishes to challenge the nature of the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Irvine, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES

To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesdays of each month at 4:00 p.m. Study Sessions and/or Closed Sessions are periodically held prior to the start of the regular meeting. Agendas are available at the following locations:

- City Clerk's Office
- Police Department
- City's web page at <u>www.ci.irvine.ca.us</u>

Molly McLaugh City Clerk

CLOSED SESSION

1.1-1.2

PRESENTATIONS

2.1-2.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 4, 2017

TITLE: PRESENTATIONS

City

RECOMMENDED ACTION:

- Proclaim April 2017 as "Fair Housing Month"
 Proclaim April 2017 as "DMV/Donate Life California Month"





SCITY OF IRVINE

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FAIR HOUSING MONTH APRIL 2017

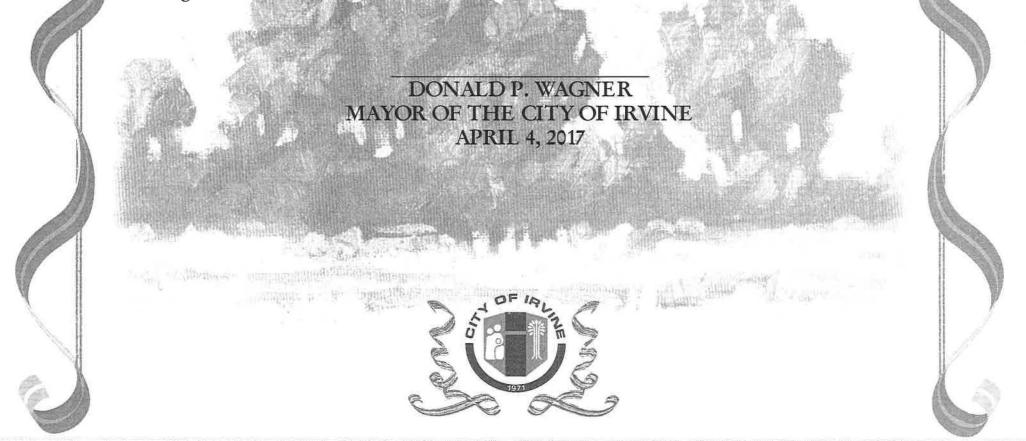
WHEREAS, one of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and

WHEREAS, this promise is made to us by the Nation's Fair Housing Law, which requires that all people be treated equally in connection with sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status, or religion; and

WHEREAS, this year marks the 49th anniversary of the Federal Fair Housing Act, the original legislation targeting the elimination of housing discrimination in America; and

WHEREAS, since the adoption of the fair housing legislation in 1968, April has been designated Fair Housing Month. Each year the U.S. Department of Housing and Urban Development and the Fair Housing Foundation organize events and activities during this month to focus attention on the issue of equal opportunity in housing.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM APRIL 2017 as FAIR HOUSING MONTH and encourages all residents to support efforts to put into practice the principles of freedom, justice, and equality upon which this great nation was founded.





SCITY OF IRVINE

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DMV/DONATE LIFE CALIFORNIA MONTH APRIL 2017

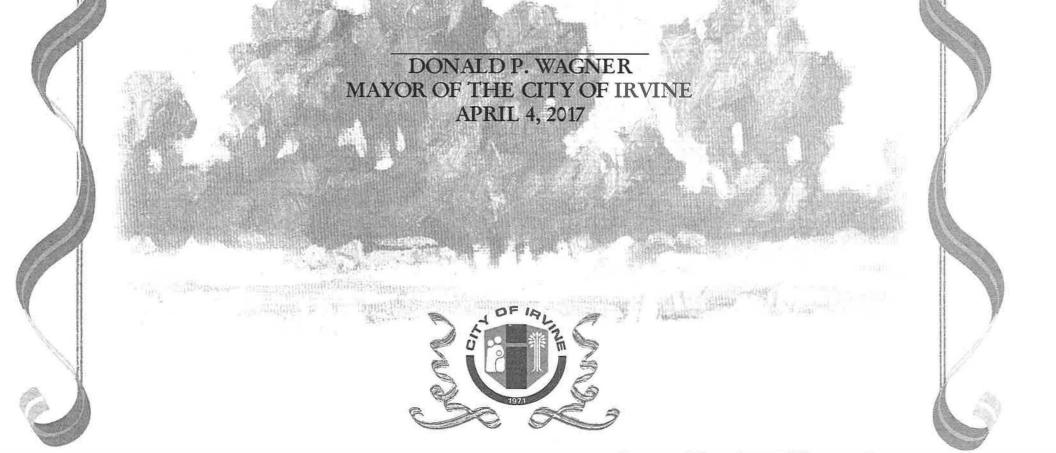
WHEREAS, organ, tissue, marrow and blood donation are lifegiving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 118,000 individuals nationwide, and more than 21,000 in California, are currently on the national organ transplant waiting list and on average, 22 people die each day while waiting due to the shortage of donated organs; and

WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California while at any given time 6,000 patients are in need of volunteer bone marrow donors; and

WHEREAS, over 13 million Californians have signed up with the state-authorized Donate Life California Donor Registry through the California Department of Motor Vehicles to ensure their wishes to be organ, eye and tissue donors are honored.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM APRIL 2017 as DMV/DONATE LIFE CALIFORNIA MONTH and encourages citizens to consider becoming permanent organ and tissue donors.



PROCLAMATIONS

3.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 4, 2017

TITLE: PROCLAMATIONS

City Clerk

RECOMMENDED ACTION:

- 1. Proclaim April 9 -15, 2017 as "Animal Control Officer Appreciation Week."
- 2. Proclaim April 23, 2017 as "Turkish Heritage and Children's Day."





SCITY OF IRVINE

ANIMAL CONTROL OFFICER APPRECIATION WEEK APRIL 9-15, 2017

WHEREAS, the National Animal Care & Control Association has designated the second week of April each year as Animal Control Officer Appreciation Week; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank, and commend all Animal Control Officers for the dedicated service they provide; and

WHEREAS, Animal Control Officers throughout the nation serve to encourage responsible pet ownership through education, registration, and proactive enforcement efforts; and

WHEREAS, Animal Control Officers also serve an important role in responding to calls involving injured wildlife or human contact with undomesticated animals; and

WHEREAS, the Irvine City Council would like to express its sincere thanks and appreciation for the outstanding services the Irvine Animal Services Division provides on a daily basis to the residents of the City of Irvine; and

WHEREAS, the Irvine City Council recognizes and commends Irvine's Animal Control Officers for the many dedicated hours of service they perform to serve the Irvine community, and for fulfilling the Irvine Police Department's commitment to providing quality service.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM April 9-15, 2017 as ANIMAL CONTROL

OFFICER APPRECIATION WEEK, and asks all residents to join in expressing their sincere appreciation for the outstanding service performed by Animal Control Officers throughout the year to ensure the safety and welfare of domestic pets and wildlife while safeguarding the community-at-large.

DONALD P. WAGNER MAYOR OF THE CITY OF IRVINE APRIL 4, 2017







CITY OF IRVINE

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TURKISH HERITAGE AND CHILDREN'S DAY APRIL 23, 2017

WHEREAS, the Irvine City Council takes great pride in our City's cultural diversity; and

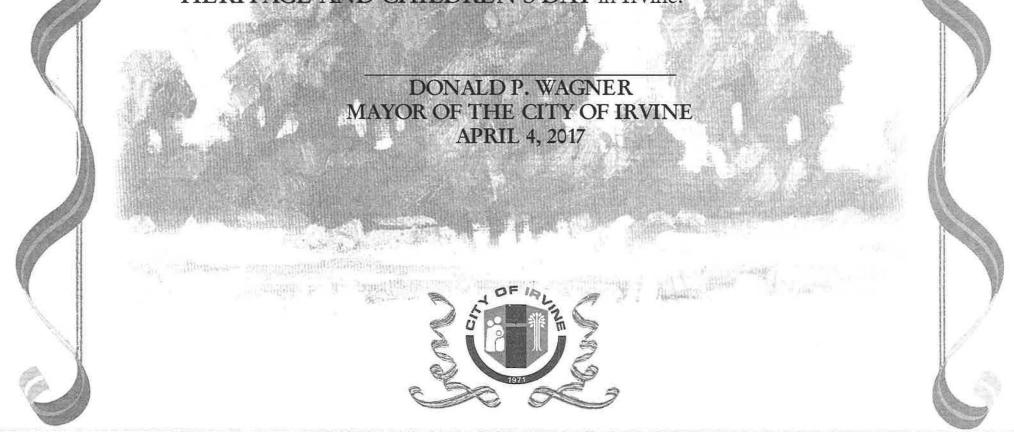
WHEREAS, Turkish Americans have made and continue to make immeasurable contributions to the social and economic life of our community; and

WHEREAS, Turkish Americans have settled and thrived in the United States through their strong family ties, community support, and rich cultural heritage; and

WHEREAS, the City of Irvine offers its sincere appreciation to the Orange County Turkish American Association for its hard work and efforts on behalf of the Turkish American community; and

WHEREAS, the City of Irvine recognizes the importance of building a bright future for all children; and today, on the occasion of Turkish Heritage and Children's Day, joins with citizens of Turkish descent in this celebration.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM April 23, 2017 as TURKISH HERITAGE AND CHILDREN'S DAY in Irvine.



3.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 4, 2017

TITLE: WARRANT AND WIRE TRANSFER RESOLUTION

ncial Services

City Manager

RECOMMENDED ACTION

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

EXECUTIVE SUMMARY

A detailed register of claims, the Register of Warrants and Wire Transfers, are submitted to the City Council for review and authorization on a weekly basis. Approval of the attached resolution ratifies the disbursement of funds for the period of March 22, 2017 through March 28, 2017 in accordance with Section 2-7-211 of the Irvine Municipal Code.

ATTACHMENT Warrant and Wire Transfer Resolution

CITY COUNCIL RESOLUTION NO. 17-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

(SEE ATTACHED)

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 4th day of April 2017.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA) COUNTY OF ORANGE) SS CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 4th day of April 2017.

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

CC RESOLUTION 17-

ATTACHMENT

Fund	Fund Description	Amount
001	GENERAL FUND	1,133,296.58
004	PAYROLL CLEARING FUND	929,953.59
005	DEVELOPMENT SERVICES FUND	136,930.50
010	INFRASTRUCTURE & REHABILITAT'N	3,045.25
024	BUILDING & SAFETY FUND	41,213.48
027	DEVELOPMENT ENGINEERING FUND	10,003.50
111	GAS TAX FUND	55,070.19
114	HOME GRANT	16,075.00
119	LIGHTING, LANDSCAPE & PARK MNT	101,720.43
125	COMM DEVELOP BLOCK GRANT FUND	19,068.26
126	SENIOR SERVICES FUND	337.90
128	OFFICE ON AGING PROGRAMS FUND	3,737.62
130	AB2766 - AIR QUALITY IMPROVMNT	15.52
180	ORANGE COUNTY GREAT PARK	69,010.66
204	CFD 2013-3 GREAT PARK	3,015,608.73
214	AD 93-14 IRVINE SPECTRUM 6	3,598.25
219	AD 04-20 PORTOLA SPRINGS	3,704.25
220	AD 05-21 ORCHARD HILLS	5,394.50
225	AD 13-25 PLANNING AREA 5B	848.00
250	CAPITAL IMPROV PROJ FUND - CIR	452,488.85
260	CAPITAL IMPROV PROJ-NON CIRC	17,871.41
270	NORTH IRVINE TRANSP MITIGATION	122,000.00
271	IRVINE BUSINESS COMPLEX	930.00
286	GREAT PARK DEVELOPMENT FUND	92,176.00
501	INVENTORY	5,059.11
570	INSURANCE FUND	110,770.79
574	FLEET SERVICES FUND	32,867.86
578	TELEPHONE,MAIL,DUPLIC SRV FUND	61,594.22
579	STRATEGIC TECHNOLOGY PLAN FUND	63,660.25
580	CIVIC CENTER MAINT & OPERAT'NS	22,448.33
714	REASSESSMENT 12-1 FIXED RATE	18.71
716	RAD 13-1 FIXED RATE	18.71
717	RAD 04-20 PORTOLA SPR VAR RT A	18.72
718	RAD 05-21 ORCHARD HLS VAR RT	18.72
719	REASSESSMENT 85-7A VARIABLE RT	18.72
745	CFD 2005-2R COLUMBUS GROVE SP	18.71
772	RAD 15-1 FIXED RATE	18.71
777	RAD 05-21 G1 FIXED RATE	1,484.00

REGISTER OF DEMANDS AND WARRANTS

REGISTER OF DEMANDS AND WARRANTS

Fund Fund Description

Amount

GRAND TOTAL

6,532,114.03

3.3



MEETING DATE: APRIL 4, 2017

TITLE: APPROVAL OF SPECIFICATIONS AND CONTRACT DOCUMENTS FOR TRAFFIC SIGNAL SAFETY LIGHTING AND ILLUMINATED STREET SIGN UPGRADES

ctor of Public Works

RECOMMENDED ACTION

- 1. Approve the construction specifications and contract documents for the Traffic Signal Safety Lighting and Illuminated Street Name Sign Upgrades, Capital Improvement Project (CIP) 331701.
- 2. Approve the Engineer's Estimate, Construction Contingency and Project Funding Summary.
- 3. Authorize staff to solicit competitive bids and to award the construction contract to the lowest responsive and responsible bidder, in accordance with the City's purchasing policies and procedures, within the approved project budget.

EXECUTIVE SUMMARY

Specifications and contract documents for the subject project are complete and ready for City Council approval. These documents are available for public review in the Public Works department. This project was approved by the City Council as part of the annual CIP budget to complete the Citywide upgrade of illuminated street name signs and traffic signal safety lights to energy efficient Light Emitting Diode (LED) fixtures and bulbs. The proposed project will convert 700 safety light fixtures and 680 illuminated street name signs at 175 intersections from high-pressure sodium bulbs to LED fixtures to reduce energy consumption and long-term maintenance costs. Approval of the recommended actions will allow staff to proceed with solicitation of competitive bids for construction and award of a contract to the lowest responsive and responsible bidder in accordance with the City's purchasing policies and procedures within the approved project budget.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

City Council Meeting April 4, 2017 Page 2 of 3

ANALYSIS

In 2015, the City initiated a multi-year program to convert all traffic signal lighting fixtures to energy efficient LED bulbs. Prior to that time, the City completed the conversion of all signal indicator lamps (red-yellow-green traffic lights) to LED fixtures. Upgrading to LED technology increases the longevity of the lamps, reduces energy consumption and assists with managing long-term maintenance and utility costs. This multi-year program included conversion of illuminated street name signs and overhead safety light fixtures. As of June 30, 2016, approximately 45 percent of street name signs and safety lights were converted.

Based primarily on the recommendation of the City's Finance Commission, the City Council approved funding with the Fiscal Year 2016-17 CIP budget to accelerate completion of the remaining street name sign and safety light fixtures to LED technology. Once completed, the LED conversions are expected to result in a reduction of energy consumption by approximately one third for each of the 175 intersection locations, based on historical data from previously completed conversions.

The proposed work included with the recommended construction specifications and contract documents will upgrade safety lighting and illuminated street name signs at the 175 signalized intersections shown on the Vicinity Map included as Attachment 1. The construction contract estimate prepared by the project manager is \$910,000. A budget allowance of \$100,000 for construction contingency is recommended as shown in the Project Funding Summary (Attachment 2). The City's construction contracting policies and procedures limit the award of the construction contract by staff to a maximum of 10 percent over the engineer's estimate and limit the use of the construction contingency only for unforeseen circumstances that may arise and are necessary to complete the work within the approved project scope and budget.

Staff is seeking City Council approval to proceed with soliciting competitive bids for construction. A copy of the Notice Inviting Bids, Construction Contract, Specifications, and the proposed Schedule of Work listing the individual bid items for this project is included as Attachment 3. If approved by the City Council, construction is anticipated to start in July 2017 and to be completed by the end of November 2017. Work will take place primarily between the hours of 9 a.m. and 3 p.m. Monday through Friday.

ENVIRONMENTAL REVIEW

Pursuant to Section 4 of the City of Irvine California Environmental Quality Act (CEQA) Procedures and Article 19 of the State of California CEQA Guidelines, the proposed project has been found to be categorically exempt from the requirements of CEQA, under State Guideline Section 15301, Class 1(c), Existing Facilities.

ALTERNATIVES CONSIDERED

The City Council may elect to revise the scope of work for this project or may direct staff to defer replacement of the lighting infrastructure to a future time. These alternatives are City Council Meeting April 4, 2017 Page 3 of 3

not recommended because the proposed lighting upgrades will assist in managing longterm maintenance and utility costs. The City Council may also approve the construction documents, authorize staff to solicit competitive bids and direct staff to bring back the results of the competitive bid process to the City Council for its review and consideration prior to award of the contract.

FINANCIAL IMPACT

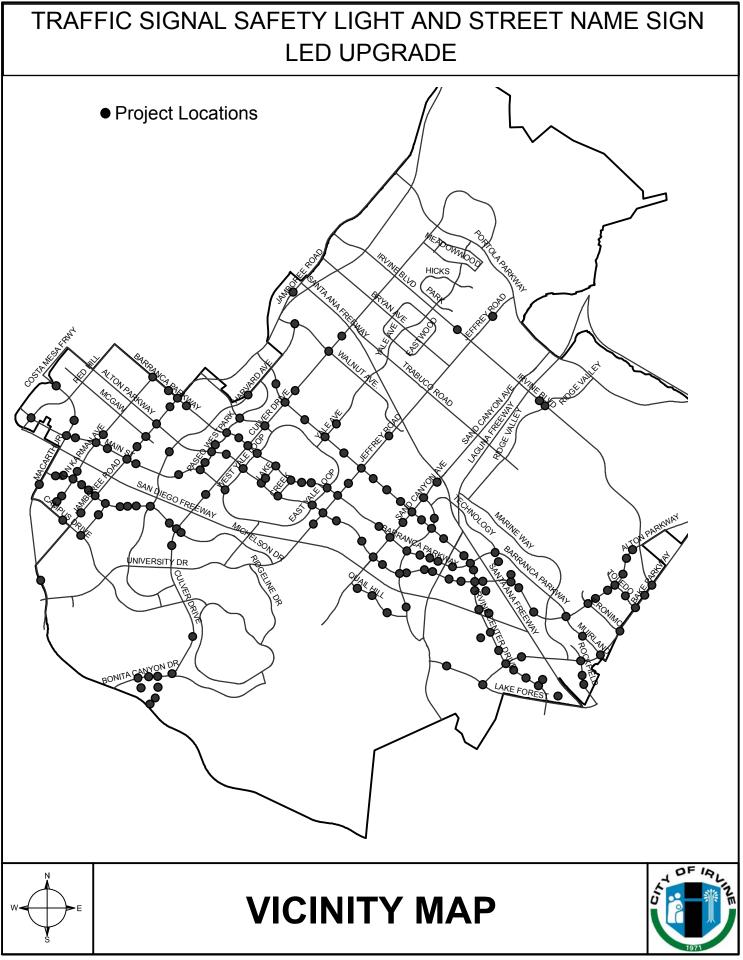
The City Council approved funding for this project with the Fiscal Year 2016-17 CIP budget. Funding for the construction phase is available in CIP 331701 from Measure M2 Fairshare Funds. The construction contract cost estimate prepared by the project manager is \$910,000. A complete Project Funding Summary for this project is provided in Attachment 2.

The recommended conversion to LED is expected to result in an estimated 33 percent reduction of energy consumption and utility costs that will be reflected as a reduction in future annual signal maintenance budget allocations. A preliminary estimate of these savings, based on existing energy rates, is anticipated to be approximately \$130,000 annually. In addition, the City will qualify for a one-time rebate from Southern California Edison of approximately \$105,000.

REPORT PREPARED BY Dave Flanagan, Sr. Project Manager

ATTACHMENTS

- 1. Vicinity Map
- 2. Project Funding Summary
- 3. Notice Inviting Bids, Construction Contract, Specifications, and Schedule of Work



ATTACHMENT 1

Project Funding Summary

2016-17 TRAFFIC SIGNAL LED LIGHTING UPGRADE PROJECT CIP 331701

April 2017

Total Estimated Project Cost	\$	1,010,000
Construction Contingency	<u>\$</u>	100,000
Construction Contract	\$	910,000
Project Expenditures		

Project Funding

Traffic Signal LED Upgrade (CIP 331701)	<u>\$ 1,010,000</u>
Total Funding Available	\$ 1,010,000



CITY OF IRVINE

ORANGE COUNTY, CALIFORNIA

NOTICE INVITING BIDS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS FOR

2016-17 TRAFFIC SIGNAL LED LIGHTING UPGRADE CIP 331701 BID NO. 17-1176

CITY OF IRVINE ONE CIVIC CENTER PLAZA P.O. BOX 19575 IRVINE, CALIFORNIA 92623-9575

MARCH 2017

ATTACHMENT 3

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APPENDIX A - VICINITY MAP

APPENDIX B - PUBLIC WORKS INTEGRATED PEST MANAGEMENT PROGRAM

CITY OF IRVINE, CALIFORNIA NOTICE INVITING BIDS Bid No. 17-1176

<u>NOTICE IS HEREBY GIVEN</u> that sealed bids with online bid price submittal will be received by the Purchasing Agent of the City of Irvine, California, for furnishing all labor services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefore, as provided in the contract documents for <u>Traffic Signal</u> <u>LED Lighting Upgrades</u> together with appurtenances thereto, in strict accordance with the Specifications on file at the <u>Department of Public Works</u>, 6427 Oak Canyon, Bldg. 1, Irvine, California 92618-5202.

DATE OF OPENING BIDS: Bid prices for each line item of the Schedule of Work must be entered on the BidsOnline system in accordance with the instructions beginning on page 14. All other required documents for the bid proposal packet (pages 12, 16-30) must be received at One Civic Center Plaza, Irvine, California, 92606-5207 no later than XX:XX:XX a.m. on Month Day, 2017, at which time and place bids will be publicly opened and read aloud. No late bids will be accepted. Hand-delivered or courier-delivered bid packages shall be brought to the RECEPTIONIST for the Purchasing Agent at the reception desk located on the first floor of the Civic Center building at the City of Irvine, located at One Civic Center Plaza, Irvine, California 92606-5207. Mailed bids shall be sent to City of Irvine, c/o Purchasing Agent, P.O. Box 19575, Irvine, CA 92623-9575. All bids shall be submitted in sealed envelopes marked on the outside with "BID NO. 17-1176 For Traffic Signal LED Lighting Upgrades CIP 331701." If mailed to the Purchasing Agent, include a label on outside of sealed bid "SEALED BID--Do Not Open With Regular Mail."

<u>LOCATION OF THE WORK</u>: The work to be performed hereunder is located in the City of Irvine, County of Orange, at 175 signalized intersections as listed on Attachment 1 specified in the contract documents.

<u>MANDATORY PRE-BID MEETING</u>: There will be a **mandatory** pre-bid meeting on **Month Day**, 2017, at 9:00 a.m. at the City of Irvine, Operations Support Facility, 6427 Oak Canyon Avenue, Building #1, Irvine, California 92618. <u>Failure to attend will result in</u> your bid being declared non-responsive.

DESCRIPTION OF WORK: The work to be performed shall include, but not be limited to:

Rehabilitation and upgrades of illuminated street name signs to LED; and upgrades of overhead safety light fixtures to LED and all appurtenant items thereto; and other items not mentioned here, but are required by the Special Provisions at 175 signalized intersections as listed on Attachment 1 – Vicinity Map. The Project Manager's construction cost estimate for the Bid is \$910,000.

<u>LICENSE REQUIREMENT</u>: **Prime Contractor must possess a valid** <u>Class C10</u> **license.** At the time of submitting the bid, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3. All traffic signal (and/or street lighting) work under this Contract shall be considered specialty in nature. Any Contractor and/or subcontractor proposing to perform this specialty work must possess a valid **Class C-10** license prior to award of contract. Persons performing the work of an electrician shall be certified in accordance with California Labor Code Section 3099. Proof of Certification shall be provided to the City prior to commencement of work.

<u>DEBARRED CONTRACTORS</u>: The City of Irvine Municipal Code Section 2-12-101 *et seq.* sets forth procedures to debar Contractors from bidding or performing work on City of Irvine contracts at any tier, whether prime, subcontractor, etc. Accordingly, certain Contractors have been debarred and are listed on the City's website at <u>www.cityofirvine.org/purchasing</u>. Click on the link which states: "For a list of Debarred Contractors, please <u>click here</u>."

<u>COMPLETION OF WORK AND LIQUIDATED DAMAGES</u>: All work shall be completed in a total of **Ninety (90) Working Days** from the date specified in the Notice to Proceed. Liquidated damages shall be **One Hundred Dollars (\$100)** per Calendar Day, for each and every Calendar Days delay in finishing the work in excess of the number of Working Days prescribed above.

<u>AWARD OF CONTRACT</u>: The award of the Contract, if it is awarded, will be to the lowest responsive and responsible Bidder whose bid complies with all the requirements prescribed. The City reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the City, and to reject all other bids.

<u>PROPOSAL GUARANTEE AND BONDS</u>: Each bid proposal packet shall be accompanied by cash, a certified or cashier's check or by a bid bond issued by a surety company, admitted to do business in the State of California, on the form furnished by the Agency as guarantee that Bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure Workers' Compensation insurance, and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract ("Performance Bond") and for the payment of claims of materialmen and laborers thereunder ("Payment Bond"). Said cash, check or bid bond shall be in an amount of not less than ten percent (10%) of the amount of the bid. The Performance Bond and Payment Bond shall be not less than one hundred percent (100%) of the total amount of the bid price named in the contract. Only bonds issued by companies admitted to do business in the State of California will be accepted in accordance with the Code of Civil Procedure Section 995.311. Failure to submit acceptable Payment Bond and Performance Bond as required shall result in a rejection of the bid and a forfeiture of the Bid Bond.

<u>PREVAILING RATES OF WAGES</u>: Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, *et seq.*

The City is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein, and will be complied with by Contractor. Contractor shall abide by all applicable Sections of the California Labor

Codes including Sections 1770 -1781, *et seq.* In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <u>http://www.dir.ca.gov/dirdatabases.html</u>. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The City of Irvine reminds all contractors and subcontractors of the adoption of **State of California Senate Bill No. 854 (SB 854),** and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u>. All contractors and subcontractors who plan to bid on a public works project (including maintenance work) with a value exceeding \$1,000.00 must first be registered and pay an annual fee with the DIR. Effective March 1, 2015, the City will require all contractors and subcontractors to be registered with the DIR prior to submitting a bid on any public works project. Subject to the exceptions set forth in Labor Code Section 1725.5, bids from contractors that are not currently registered will be deemed nonresponsive. Further, effective April 1, 2015, the City will not award a contract to and no contractor or subcontractor will be allowed to work on a City public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

<u>LABOR REGULATIONS</u>: The Contractor shall comply with all applicable requirements of the California Labor Code and the City of Irvine Municipal Code.

<u>PLANS AND SPECIFICATIONS</u>: A full set of bid documents consisting of Notice Inviting Bids, Proposal, Contract, Special Provisions and Contract Plans are available for inspection without charge at the Department of Public Works, Project Management Division, City of Irvine Operations Support Facility, 6427 Oak Canyon, Building 1, Irvine, California 92618-5202.

To obtain a copy of the bid documents, please visit the City of Irvine web site at www.cityofirvine.org/purchasing. Click on the "<u>Supplier Registration and Bid</u> <u>Opportunities</u>" link, and review the information about our online system. Next, click on the "<u>BidsOnline</u>" link. If you are not currently registered with the City of Irvine, please click on the "<u>New Vendor Registration</u>" button and then complete the electronic supplier registration to include your Contractors State License information. After registering your firm, click on the "<u>Bid Opportunities</u>" button to view and download the Bid Documents, which include the <u>complete</u> Notice Inviting Bids document. Contractors must register on

the City's web site and download the Bid Documents in order to submit a bid. Firms must also check the web site periodically for addenda information as failure to download any and all addenda, and acknowledge in the bid submittal, will result in bid disqualification.

<u>SECURITY FOR COMPLETION OF WORK</u>: The Contract Documents establish a provision for monthly progress payments based upon the percentage of work completed as determined by the Engineer. The City will retain a portion of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amount so retained upon compliance with the requirements of California Public Contract Code § 22300 and the provisions of the Contract Documents, Special Provisions Subsection 9-3.2.2 pertaining to "Substitution of Securities."

<u>PROJECT ADMINISTRATION</u>: All questions relative to this project prior to opening bids shall be prepared in writing and transmitted to the attention of Dave Flanagan, Senior Project Manager, by e-mail to dflanagan@cityofirvine.org with a copy to Tiffany Woods, Management Analyst, at twoods@cityofirvine.org and Brian Brown, Senior Buyer, bbrown@cityorirvine.org. No inquiries will be accepted later than five (5) business days prior to the bid opening date as this would not allow time to respond to all plan holders. No phone inquiries will be accepted.

CITY OF IRVINE

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INSTRUCTION TO BIDDERS, PROPOSAL REQUIREMENTS AND CONDITIONS

- 1. CONTRACT DOCUMENTS: The Contract Documents shall consist of:
 - a) Permits and Agreements
 - b) Contract
 - c) Addenda
 - d) Instructions to Bidders, Proposal Requirements and Conditions
 - e) Special Provisions
 - f) Contract Plans
 - g) Standard Plans
 - h) Standard Specifications
 - i) CALTRANS Specifications
 - j) Reference Specifications,

all of which are on file at the City of Irvine in the Public Works Department, Project Management Division, Operations Support Facility, 6427 Oak Canyon, Bldg. 1, Irvine, California, and are hereby referred to and made a part hereof.

- 2. PROPOSALS: To be considered, bids shall be made in according to the following instructions:
 - a) For the convenience of bidders, the "SCHEDULE OF WORK AND BID PRICES" has been posted on the City's BidsOnline system. Bidders must enter their unit price information online in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS included herein. Unit prices must be entered online. The extended prices and total bid price will be automatically calculated.
 - b) Bids shall be submitted only on bid items stated in the Bid Documents; bids on other bases will not be considered. Bids that do not reference all addenda or that are not submitted on the prescribed forms, and in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS may be rejected. The completed forms shall be without interlineations or alterations; any such bid may be declared non-responsive.
 - c) Unless called for, additive bids will not be considered.
 - d) Pursuant to the provisions of Public Contract Code § 4101 to 4108, inclusive, every Bidder shall set forth in its bid:
 - The Bidder shall list the name, license number and location of the place or business of each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of

one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- 2) The bid item numbers and the percentage of the bid item subcontracted.
- e) In the event additive bids are called for and the Bidder intends to use different or additional subcontractors on the additive(s), the Bidder shall fill out additional forms of the list of subcontractors and shall identify such forms with relation to whether they apply to the base or additive bids.
- f) If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2%) of the Bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater, the Bidder agrees to perform that portion of work himself. The successful Bidder shall not, without the consent of the City, either:
 - 1) Substitute any person, firm or corporation as subcontractor in place of the subcontractor designated in the original bid, or
 - 2) Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
- g) Bid proposal packet shall be accompanied by cash, a certified or cashier's check, or an acceptable bid bond on the form furnished by the City for an amount not less than ten percent (10%) of the bid, made payable to the order of the City of Irvine. The cash, check or bid bond shall be a guarantee that the Bidder will enter into a contract and provide all required insurance and bonds if awarded the work; and in case of refusal or failure to enter into the contract, the cash, check or bid bond shall be forfeited. The City will return Bidder's cash, check, or bid bond if the project is not awarded to Bidder.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090.

- h) Before submitting a bid, bidders shall carefully examine the work site, the Contract Documents and the form of Contract and shall fully inform themselves about all existing conditions and limitations. Bidders shall include in their bids a sum to cover the cost of all work included in the Contract.
- i) Bid proposal packet shall be delivered to the office of the Purchasing Agent, City of Irvine, Irvine, California, on or before the day and hour set for the bid opening in the Notice Inviting Bids, in a sealed envelope that bears the title of the Work, Bidder's name, and the words <u>"BID NO. 17-1176 FOR TRAFFIC SIGNAL LED LIGHTING UPGRADES, CIP 331701,"</u> If mailed to the Purchasing Agent, include a label on the outside of the sealed bid: "SEALED BID--Do Not Open With Regular Mail."

- A bid may be considered non-responsive if it does not comply with the requirements set forth in these bid documents. A responsive bid is one that complies with the solicitation in all acceptability and material respects and contains no material defects.
- 3. WITHDRAWAL OF BIDS: Bids may be withdrawn at any time before the bid deadline, by going back into the BidsOnline system and selecting "Withdraw."
- 4. INTERPRETATION OF DRAWINGS AND DOCUMENTS; REQUESTS FOR CLARIFICATION: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans and specifications, or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he shall submit to the Purchasing Agent a written request for all interpretations or corrections thereof via email to the project manager and purchasing staff prior to the deadline for submitting questions, as set forth in the Notice Inviting Bids section herein. Any clarification or correction of the proposed documents will be made only by Addendum duly issued, with notice provided to all firms who downloaded the bid documents from the City's website. The City is not responsible for any other explanations or interpretations of the proposed documents.
- 5. ADDENDA TO THE CONTRACT DOCUMENTS: Any addenda issued during the time of bidding, or forming a part of the Contract Documents after the Bidder has downloaded the bid documents from the City's website, shall be taken into account in the bid and shall be made a part of the Contract.

Addenda may be issued by the City of Irvine for any reason, including but not limited to, clarifying or correcting the Notice Inviting Bids, Special Provisions, Plans, or Bid.

Bidders will be notified of such Addenda during the period of advertising either by email or posting on the City's website, provided however, each Bidder shall be solely responsible for obtaining any such Addenda.

The Bidder shall acknowledge the receipt of Addenda on the form provided in the Bid package. Bids that do not reference all Addenda on the prescribed form may be rejected as non-responsive.

- 6. BIDDER RESPONSIVENESS: Failure of the Bidder to provide requested information in a complete and accurate manner shall be considered non-responsive resulting in rejection of the bid. The use of "N/A" or "n/a" in response to any request for information without an explanation as to why that abbreviation is being used may render the bid non-responsive.
- 7. BIDDER RESPONSIBILITY: Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Contractor is non-responsible if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or

omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the City or any other entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; or (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider Bidder's past conduct on City projects or on any other public or private projects upon which Bidder performed work.

- 8. BIDDER DEBARMENT: Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Bidder shall be debarred if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's guality, fitness, or capacity to perform a contract with the City or any entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider past conduct of the Contractor on City projects or on any other public or private projects which Contractor performed work.
- 9. OPENING BIDS: Bids will be publicly opened and read at the time and place set in the Notice Inviting Bids.
- 10. BID PROTEST PROCEDURES:
 - a) BASIS FOR PROTEST: It is the policy of the City to ensure that free and open competition takes place in all procurement activities. If, in the course of a procurement action, an interested party has reason to believe that these conditions do not exist, the interested party may file a protest in accordance with the provisions of these procedures with the City of Irvine Purchasing Agent requesting a review of the claim and a timely resolution of the issue. Any bidder on a project for which it submitted a timely bid may protest the contract award for that project; however, subcontractors, suppliers or other third parties may not protest contract awards. Moreover, complaints about alleged ambiguity of the bid documents and/or estimates are not appropriate subject matters for bid protests.
 - b) BID PROTEST CONTENTS: The bid protest shall be submitted in writing via email to the attention of the Purchasing Agent. The written protest shall include:
 - 1) The solicitation number and project description.

- 2) The name, address, phone number, and email address of the protesting party.
- A detailed statement of all the legal and factual grounds for the protest and all relevant, supporting documentation (including all written documentation). The grounds for protest must be fully supported.
- 4) Statement of the form of relief requested from the City.
- 5) Signature of an authorized representative of the protesting party.
- c) DEADLINE TO SUBMIT BID PROTESTS: Bid protests must be filed within five (5) business days after the deadline for receiving bids.
- d) WHERE TO FILE: All protests are to be directed to the City of Irvine Purchasing Agent. Protests must be submitted in writing via email to: <u>purchasing@cityofirvine.org</u>. A copy of the email must also be sent to the project manager whose email address is set forth in the bid documents. (A document is considered filed on a particular calendar day when it is received via email by the City of Irvine Purchasing Agent by 5:00 p.m., Pacific Standard Time, on that calendar day.) Although not required, in addition to submitting a protest via email, an original protest letter may be sent via United States Postal Service to: Attn: Purchasing Agent, City of Irvine, P.O. Box 19575, Irvine, CA 92623-9575.
- e) BID PROTEST REVIEW: Upon receipt, the Purchasing Agent shall consider the protest and may give notice of the protest and its basis to other persons including bidders involved in or affected by the protest. A protest shall be dismissed for failure to comply with any of the requirements set forth in the "Bid Protest Contents" section above. The Purchasing Agent shall review all material submitted with the protest. No additional material will be accepted for consideration from the protesting party unless specifically requested by the Purchasing Agent. If additional material is requested, it must be submitted by the requested date. The Purchasing Agent shall respond to the protesting party via email within ten (10) business days after receipt of the protest. Final determinations shall be binding, except as otherwise provided below.
- f) RECONSIDERATION OF PROTEST DECISION: A protesting party may request the Purchasing Agent's reconsideration of a decision prior to contract award only if one or both of the following conditions are met:
 - New information becomes available that was not previously known, or could not have been reasonably known, at the time of the original protest; and/or
 - 2) The Purchasing Agent's decision contains an error of law.

Any request for reconsideration of a protest decision must be submitted in writing via email to the Purchasing Agent within three (3) business days from the date of issuance of the initial decision. The request must include a detailed explanation of the basis for reconsideration as set forth above.

The Purchasing Agent shall respond to the request for reconsideration within seven (7) business days from receipt of the request.

- g) CONTRACT AWARD: At its discretion, the City may delay the execution of any proposed agreement pending the resolution of a protest unless one or both of the following conditions are present:
 - 1) The project or service being procured is urgently required; and/or
 - 2) Failure to make prompt award will otherwise cause undue harm to the City.
- h) REMEDIES: There shall be no limitation on remedies selected by the City. Nothing contained herein shall be considered to either act as a limitation on the City's choice of remedies or confer any right upon any interested party to a remedy. In determining the appropriate remedy, the City shall consider all the circumstances surrounding the solicitation, the contract selection, and/or the contract award, including, but not limited to: the seriousness of any deficiency found to exist in the contracting process; the effect of the action of the competitive process; any urgency surrounding the contract requirement; and the effect that implementing the remedy will have on the City's overall ability to accomplish its mission. If the City determines that the award or proposed award was not made in accordance with the applicable City statutes, regulations, policies, and procedures, the City may, in its sole discretion, grant any of the following or any other remedy it deems appropriate: If pre-award, reject all bids and issue a new solicitation, make a new contractor selection or award a contract consistent with applicable statutes, regulations, policies, and procedures; or if post-award, refrain from extending the term of the contract or awarding task orders under an existing task order agreement; or at its sole discretion, take no further action.
- 11. AWARD OR REJECTION OF BIDS AND EXECUTION OF CONTRACT: The award of the Contract will be as of the date specified in the Notice of Award issued by the City. The award of the Contract shall not constitute a binding obligation on City until the Contract has been lawfully executed by all parties and the Contractor has submitted all required insurance certificates and bonds to the City.

The Contractor shall not commence work in advance of the execution of the Contract and the delivery of the bonds and insurance certificates, as specified above.

The award of the Contract, if it is awarded, will be to the responsive and responsible Bidder who submitted the lowest Bid complying with these Proposal Requirements and Conditions and with the Notice Inviting Bids. Such award, if made, will be made within ninety (90) Calendar Days after the opening of the proposals. The ninety (90) Calendar Days period shall be subject to extension for such further period as may be agreed upon in writing between the City and the Bidder(s) concerned. All bids will be compiled on the basis of the estimated quantities of work to be done as shown in the Proposal. However, until an award is made, the City of Irvine reserves the right to reject any and all bids or to waive

any informality in bids received, if doing so is deemed to best serve the interest of the Agency.

12. CONTRACT AND BONDS: The Contract, which the successful Bidder, as Contractor, will be required to execute, is included in the Contract Documents and should be carefully examined by the Bidder.

The successful Bidder, simultaneously with his execution of the Contract will be required to furnish a Payment Bond and a Performance Bond. Said bonds shall be in the form of the two (2) sample bonds included in these Contract Documents and based upon conditions specified in the Standard Specifications Section 2-4, "Contract Bonds," and as specified in the Special Provisions and shall be secured from a surety company satisfactory to the City.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090. Failure to submit acceptable Payment and Performance Bonds as required shall result in rejection of bid and forfeiture of the proposal guarantee.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents will be made without securing the consent of the surety or sureties on the Contract bonds.

The Contract shall be signed by the successful Bidder, and delivered to the City together with the Contract bonds within ten (10) days of the date specified in the Notice of Award issued by the City, not including Saturdays, Sundays and legal holidays. The Contractor shall submit insurance certificates electronically in accordance with 7-3 of the Standard Specifications and the Special Provisions. The executed Contract, together with the required bonds, will be filed with the Clerk of the City of Irvine.

Failure of the lowest responsive and responsible Bidder to execute the Contract and file acceptable insurance certificates and bonds as provided herein within ten (10) days of award of the Contract, not including Saturdays, Sundays and legal holidays, shall be just cause for the forfeiture of the bid bond. The successful Bidder may file with the City a written notice, signed by the Bidder or his authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable certificates of insurance and bonds within the time herein before prescribed.

13. SPECIAL NOTICE: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of this work as will not cause any interruption or interference with any other contractor.

- 14. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make or file or be interested in more than one bid as prime contractor for the same work.
- 15. BIDS TO BE LEFT ON DEPOSIT: No Bidder may withdraw its bid for a period of ninety (90) Calendar Days after the time set for opening thereof. However, the City will return all proposal guarantees within fifteen (15) days, not including Saturdays, Sundays and legal holidays, after the award of the Contract or rejection of the bids, as the case may be, to respective Bidders whose bids are not accepted.
- 16. NON-COLLUSION DECLARATION: All Bidders shall submit with their bids an executed non-collusion declaration on the form provided in the bidding documents. Failure to provide completed form shall result in the bid being deemed non-responsive.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is 800-424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

- 17. SUBSTITUTIONS: Where the Specifications or drawings specify any material, product, thing, or service by one or more brand names, whether or not "or equal" is added, and a Bidder wishes to propose the use of another item as being equal, he shall request approval therefor as set forth in 4-1.6 of the Standard Specifications and Special Provisions.
- 18. REPORTING SUSPECTED IMPROPRIETY, GROSS WASTE, FRAUD AND OTHER ACTS: Any City and/or Great Park official, employee, and/or contractor who suspects any type of impropriety relating to purchasing or contracting activities, or gross waste, fraud, or abuse of City and/or Great Park funds or resources, a gross abuse of authority, a specified and substantial danger to public health or safety due to any act or omission of any City and/or Great Park official, employee, or contractor, or the use of a City and/or Great Park office or position or of City and/or Great Park resources for personal gain, should report the act by calling the City's Integrity Line at 866-428-1509. All such reports shall remain anonymous if desired by the reporting party. Suspected fraudulent activities include bid rigging, product substitution, theft, overcharging, false certifications and representations, and the like. Any allegations of bribery, kickbacks, gratuities, and conflicts of interest involving City employees should also be reported.
- 19. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any Contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the City unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment in writing.

20. OTHER REQUIREMENTS: Before entering into a Contract, the Bidder to whom the Contract has been awarded shall satisfy all insurance requirements per Section 7-3 of the Standard Specifications and Special Provisions and such insurance shall be maintained in full force and effect at its own expense during the life of this Contract.

Upon request, the successful Bidder shall furnish to the City a statement of its financial condition and previous construction experience or such other evidence of his qualifications.

21. LABOR CODE:

PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

In accordance with State of California Senate Bill No. 854 (SB 854), contractors bidding on and/or engaging in the performance of public works projects (the definition of "public works" is found at Labor Code Section 1720, *et seq.*) shall be registered with the Department of Industrial Relations. By submitting a bid for City of Irvine Public Works project, the contractor acknowledges the above requirements and agrees to maintain a valid Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

- a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- b) Pursuant to Labor Code Section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition to the requirement for submittal of certified payroll records to the City, as of April 1, 2015, contractors and subcontractors shall furnish electronic certified payroll records to the Labor Commissioner (State of California, Division of Labor Standards Enforcement).

Contractors and subcontractors shall be responsible for complying and staying current with all DIR requirements and regulations. More information on SB 854 can be found at <u>http://www.dir.ca.gov/Public-Works/SB854.html</u>

Attention is directed to Labor Code § 1735 of which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in the Government Code §12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

The Contractor shall abide by the provisions of the California Labor Code § 1770-1781, *et seq.* In accordance with the provisions of the California Labor Code § 1773, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the work is to be performed has been obtained from the Director of the Department of Industrial Relations, a copy of which is on file in the office of the City Clerk of the City of Irvine and will be made available to any interested party upon request. The Contractor shall post a copy of the prevailing rate of per diem wages at the job site. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

Failure to comply with the subject sections will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1775.

In accordance with of the Labor Code § 1773.1, the Contractor must make travel and subsistence payments to each worker employed in the execution of the Contract.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract.

The Contractor shall familiarize itself with the provisions of the Labor Code § 1777.5 regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

The Contractor and subcontractors shall comply with Labor Code § 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age except as provided in Labor Code § 3077, of such employee.

The Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

22. RESERVATION OF RIGHTS:

The City reserves the right to:

- a) Disqualify any Bidder in accordance with the instructions herein.
- Reject any bids, at its discretion, including bids found to be conditional or incomplete, contain irregularities or found to be not responsive to this Invitation for Bids (IFB)
- c) Investigate the qualifications of any Bidder under consideration.
- d) Require confirmation of information furnished by the Bidder.
- e) Require additional evidence of Bidder's ability to perform the Work described in this IFB.
- f) Contact the submitted references to confirm information provided in the bid.
- g) Postpone or cancel the entire IFB or a portion thereof.
- h) Postpone the bid opening or award for its own convenience.
- i) Award a Contract in part or in combination of items.
- j) Issue subsequent IFB.
- k) Seek the assistance of outside technical experts to review the bids.
- I) Disqualify a bid upon evidence of collusion, with intent to defraud, or other illegal practices on the part of the Bidder.
- m) Waive any errors or informalities in any bid to the extent permitted by law.
- n) Require bidder to provide proof as to the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- o) Determine, at the City's sole discretion, the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- p) Exercise any other rights under the City's charter or municipal code.

The City has no obligation to consider any bid unless it is responsive to this IFB and conforming in all respects to the Form of Contract. This IFB does not commit the City to enter into a Contract.

BIDDER'S PROPOSAL CONSTRUCTION OF TRAFFIC SIGNAL LED LIGHTING UPGRADES CIP 331701 BID NO. 17-1176

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL CITY HALL IRVINE, CALIFORNIA

THE UNDERSIGNED, HAVING CAREFULLY EXAMINED ALL OF THE CONTRACT DOCUMENTS; PERMITS ISSUED BY JURISDICTIONAL REGULATORY AGENCIES; CONTRACT; CONTRACT ADDENDA; INSTRUCTIONS TO BIDDERS; PROPOSAL REQUIREMENTS AND CONDITIONS; SPECIAL PROVISIONS; STANDARD PLANS; STANDARD SPECIFICATIONS; REFERENCE SPECIFICATIONS; AND ALL OTHER INFORMATION PROVIDED BY THE AGENCY FOR THE CONSTRUCTION LISTED ABOVE IN AND FOR THE CITY OF IRVINE, IS FAMILIAR WITH THE CONDITIONS, HAVING PERSONALLY VISITED THE SITE OF THE WORK, AND HEREBY PROPOSES TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT, AND ALL INCIDENTAL WORK NECESSARY TO DELIVER ALL THE IMPROVEMENTS COMPLETE, IN PLACE AND IN STRICT CONFORMITY WITH THE CONTRACT DOCUMENTS, FOR THE UNIT PRICES NAMED IN THE FOLLOWING SCHEDULE OF WORK AND BID PRICES.

Bidder's Company Name (please print or type)

Signature of Bidder

Print Name

SCHEDULE OF WORK

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties are included in the prices quoted in this Proposal.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	EST. QTY.
1	Mobilization	LS	1
2	Traffic Control and Public Convenience	LS	1
3	Safety Light Fixture - Furnish and Installed Complete	EA	700
4	Illuminated Street Name Sign 6' Retrofit - Furnish and Installed Complete	EA	600
5	Illuminated Street Name Sign 8' Retrofit - Furnish and Installed Complete	EA	80

INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS

In order to access the BidsOnline system and ensure successful online submission of your bid prices, follow these steps:

- 1. Go to <u>https://www.planetbids.com/portal/portal.cfm?CompanyID=15927#</u>
- 2. On the Vendor Portal page, log into the system (lower right hand corner of screen) with your assigned user name and password. (You must be registered in order to download documents and submit a bid.)
- 3. Click on "Bid Opportunities" and then on the Bid # and Description that you wish to bid on. The selected bid will open to allow you to access all tabs, documents and the pricing sheet.
- 4. Click on the "Documents & Attachment" tab to be sure you have downloaded all documents that are part of this bid.
 - If you have not already downloaded all bid documents, you must download them now, in order to submit your bid. The screen will indicate which documents you've already downloaded.
- 5. Click on the tab "Addenda & Emails" to be sure you have read and acknowledged all addenda that have been issued for this bid.
 - The screen will display "yes" or "no" next to each addendum to indicate whether you have viewed and acknowledged it. If you have not previously acknowledged an addendum, do so now by clicking on the addendum to open and read it, then click on the "Acknowledge" button on the lower left hand corner of screen.
- 6. To begin entering your bid, click on "Place eBid" on the lower right corner of the screen. The bid "Terms and Conditions" will pop up with a button for you to click "Accept" to acknowledge your agreement to the terms of the bid.
- 7. Enter the Respondee information on the "Detail" tab.
- 8. Go to the "Line Items" tab and enter your unit prices on each line. The system will calculate the extended costs and grand total for you.
- 9. When you have finished entering all pricing and attachments, click on the "Save" button. This saves your bid as a draft for you to review or revise as needed anytime up to the bid submittal deadline. When you are ready to submit your bid, click the "Submit" button. You will receive a confirming message that looks like this:

Bid Successfully Submitted	
Thank You!	
Your bid has been successfully submitted to City	of Irvine.
Bid Confirmation #99456 (February 23, 2017 1:10:3	2 PM (Pacific))
Your eBid can be edited or withdrawn at any time prior t	o bid Closing.
Summary	ок

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. As noted in the screen print above, if you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

Please begin entering your bid in sufficient time to complete and submit it prior to the stated deadline. The official closing time for the bid is determined, and controlled, by the electronic clock in the bid management system. Once the deadline is reached, the system will not allow any bids to be submitted, and any in process that are not completed will be rejected. The amount of time required to enter and submit your bid depends on the complexity of the bid and the processing speed of your server and internet connections.

ADDENDA

Bidder acknowledges receipt of addenda to plans, specifications and other Contract Documents listed below, if any, and agrees this Bid Proposal is submitted on the basis of all changes in the work specified herein and said addenda are by this reference made a part hereof.

Addenda to Contract Documents Received:

<u>No.</u>	Date Received

If the Bidder does not list all applicable Agency-issued addenda above, the Bid Proposal will be rejected.

INFORMATION REQUIRED OF BIDDERS

In determining the lowest "responsible" bidder, consideration will be given to the general competency of the bidder in regard to the work covered by the Bid Proposal. To this end, each proposal shall be supported by a statement of the Bidder's experience on this form. Failure of the Bidder to provide requested information in a complete and accurate manner shall render the bid non-responsive. Additionally, the City reserves the right to disqualify or refuse to consider a proposal if a Bidder is determined to be non-responsible in accordance with Irvine Municipal Code § 2-12-103 "Determination of Contractor Non-Responsibility."

The Bidder shall supply the following information. Use additional sheets as necessary.

1.	Contact person name:	Email:	_
	Address:		
	Telephone: ()	Fax: ()	
2.	Type of firm (Individual, Partnership	o, or Corporation):	

3. State Contractor's License Number and Classification:

4. DIR Registration Number: _____ Expiration Date_____

5. Number of years your firm has operated as a contractor:

- 6. Number of years your firm operated under its present business name:
- 7. List the **names and addresses** of all principals or officers authorized to bind your firm.

Name:	Address:

8. List any project(s) your firm has **failed to complete** within the last five years due to a termination of contract. For each project, list the type of project, client's name, contact person, current telephone number, email address, and provide a brief description of the grounds for the termination.

Check appropriate box: None See list below

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

9. List projects of similar nature to the TRAFFIC SIGNAL LED LIGHTING UPGRADES PROJECT your firm is <u>currently</u> working on or has worked on within the past five (5) years (project's similarity to Traffic Signal LED Lighting Upgrades project shall be at the discretion of the City). For each project, list the type of project, contract amount, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None	e 🗌 See list below 🗌
-----------------------------	----------------------

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

10. List projects of similar nature to the **TRAFFIC SIGNAL LED UPGRADE PROJECT** your firm has <u>completed</u> within the past five (5) years (project's similarity to Traffic Signal Traffic Signal LED Upgrade project shall be at the discretion of the City). For each project, list the type of project, contract amount, date of completion, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box:	None 🗌	See list below
------------------------	--------	----------------

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

11. Complete the following in conformance with Labor Code Section 1725.5

Name of Subcontractor	Registered with DIR?	DIR Registration No.
	Yes No	

12. If requested by the City, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition or ability to perform the work.

Failure to furnish information upon request will render the bid nonresponsive.

All of the above statements regarding Contractor's experience and financial qualifications are submitted in conjunction with the Bid Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

THE CITY OF IRVINE RESERVES THE RIGHT TO REJECT ALL BIDS

The undersigned understands the contract time limit allotted for the completion of the work required by the Contract is **Ninety (90) Working Days**.

The undersigned agrees, if awarded the Contract, to sign the Contract and furnish the necessary insurance certificates and bonds within ten (10) days of the date specified in the Notice of Award of Contract, not including Saturdays, Sundays and legal holidays, and to begin work within ten (10) Working Days from the date specified in the City's Notice to Proceed. Contract time accounting shall begin on the date shown in the Notice to Proceed.

Accompanying this Bid Proposal is (check appropriate box):

🗌 Cash	Cashier's Check	Certified Check	Bid Bond
--------	-----------------	-----------------	----------

Sign Here if Individual:

	х.	
(Signature	a)	
(Print Nan	ne)	
(Address)		
Affix notary's acknowledge	ment	

Sign Here if Co-Partnership:

(Address)		
Members Sig	ning:	
	(Signature)	
	(Print Name)	
	(Address)	
	(Signature)	
	(Print Name)	
	(Address)	

Sign Here if Corporation:

(Name of Corporation)			
(Address)			
Officers of Corporation Signing:			
(Signature)			
(Print Name)			
(Title)			
And			
(Signature)			
(Print Name)			
(Title)			
If executed by other than President and Secretary of the Corporation, attach a certified copy of resolution authorizing signature on behalf of the Corporation.			
ffix notary's acknowledgement			

LIST OF SUBCONTRACTORS CIP 331701 BID NO. 17-1176

The Bidder shall list each subcontractor performing work in an amount in excess of onehalf of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. <u>Complete columns (1) and (2) and submit with the bid. Complete columns (3) and (4) and submit with the bid or hand-deliver to the Receptionist for the Purchasing Agent at the reception desk located on the first floor of the Civic Center building at the City of Irvine, located at One Civic Center Plaza, Irvine, California 92606-5207 within 24 hours after the bid opening. Failure to provide complete information in columns (1) through (4) within the time specified shall render the bid non-responsive.</u>

Subcontractors listed must not be debarred from performing the designated work.

BUSINESS NAME and LOCATION (1)	CONTRACTOR LICENSE NUMBER (2)	BID ITEM NUMBERS (3)	PERCENTAGE OF BID ITEM SUBCONTRACTED (4)*

Information must be typed or clearly printed.

^{*} If you are subcontracting a whole bid item insert one hundred percent (100%), if less insert actual percentage.

NON-COLLUSION DECLARATION-CONTRACTOR To be Executed by Bidder and Submitted with Bid City of Irvine Bid No. 17-1176

The undersigned declares:

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

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Signature

Print Name

FORM OF BID BOND

Bid. No. 17-1176, Traffic Signal LED Lighting Upgrades CIP 331701

(10% of the Proposal Amount)

KNOW ALL MEN BY THESE PRESENTS that we

as Principal, and _______as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of _______ Dollars (\$______), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal submitted to the City a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **Traffic Signal LED Lighting Upgrades CIP 331701** and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Bid Proposal shall be rejected; or in the alternate, if said Bid Proposal shall be accepted, and the Principal shall execute and deliver a contract in the prescribed Form of Contract, shall deliver certificates evidencing that the required insurance is in effect and shall execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other respects perform the Contract created by the acceptance of said Bid Proposal, then this obligation shall be void; otherwise this obligation shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by City and judgment is recovered, Surety shall pay all costs incurred by City in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the City may accept such a Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of ______, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:	(Principal) (Address)
	(By)(Title)
ATTEST:	
	(Surety)
	(Address)
	(By)
	(Title)

FALSE CLAIMS

Bidder shall complete the False Claims Act Certification below or in the alternative, provide the information requested under False Claims Act Violations below. Failure to certify or provide the requested information shall render the bid non-responsive.

"False Claims Act" as used herein is defined as either or both the Federal False Claims Act, 31 U.S.C. § 3729, *et seq.*, and the California False Claims Act, Government Code § 12650, et seq.

FALSE CLAIMS ACT CERTIFICATION

1			hereby certify that neither
	Print name		
	Contr	ractor name	
nor			
Na	ime of qualifying person lice	ensed by Contractors State I	₋icense Board
has been determine False Claims Act as	•	nal of competent juri	sdiction to have violated the
I declare under pena foregoing is true and		the laws of the State	e of California that the
	dev of	- 1	

Executed this	day of		at		
		(Month and year)		(City and State)	
Bv					
,	(Signature of owner, office	cer, manager or licensee i	responsible for s	submission of Bid Proposal)	

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Contractor submitting this Bid Proposal or (2) the qualifying person licensed by the State Contractors License Board to perform the work described in this Bid Proposal, shall provide on a separate sheet the following information: (1) the date of the determination of the violation, (2) the identity of the tribunal or court, (3) the identity of the government contract or project involved, (4) the identity of the government department involved, (5) the amount of fine imposed, and (6) any exculpatory information of which the Agency should be aware.

CIVIL LITIGATION AND ARBITRATION HISTORY

Bidder shall provide the certification or information requested below. Failure to certify or provide such certification or information shall render the bid non-responsive.

For five (5) years preceding the submittal date of this Bid Proposal, identify civil litigation and arbitration arising out of the performance of a construction contract within the State of California in which the (1) Contractor submitting this bid proposal or (2) the qualifying person licensed by the State Contractors Licensing Board to perform the work described in this Bid Proposal was a named as a party in a lawsuit brought by or against the project owner or any action to confirm, vacate or modify an arbitration award involving an owner.

CIVIL LITIGATION AND ARBITRATION CERTIFICATION

If the Bidder has no civil litigation and arbitration history to report as described above, complete the following:

I				certify that neither
	F	Print name		
		Contractor name		
nor				
Namo	e of qualifying pe	erson licensed by Contractors	State License B	oard
has been involved ir	i civil litigatio	on and arbitration as o	described al	oove.
I declare under pena	alty of perjur	y that the foregoing is	s true and co	prrect.
Executed this	day of	(Month and year)	at	
		(Month and year)		(City and State)
Ву				
(Signature of	owner, officer, n	nanager or licensee responsib	le for submissio	n of Bid Proposal)

Do not include litigation and arbitration which are limited solely to enforcement of mechanics' liens or stop notices. Provide on a separate sheet (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g. whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CRIMINAL CONVICTIONS

Bidder shall provide the certification or information requested below. Failure to certify or provide such certification or information shall render the bid non-responsive.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder has no criminal convictions to report as described above, complete the following:

I		h	ereby certify that neither
	Print name		
	Contractor name		
nor			
Name of qu	alifying person licensed by Contr	ractors State Lice	nse Board
has been convicted of a cr	iminal violation as descr	ribed above	
I declare under penalty of	pariury that the foregoin	a ic truc and	corroct
i declare under penalty of	perjury that the foregoin	y is live and	coneci.
Even av de al dhie	4	-1	
Executed this day c)f	at	
	(Month and year)		(City and State)
Ву			
	vner, officer, manager or licensee	responsible for s	ubmission of Bid Proposal)
	-	-	

For the five (5) years preceding the date of this Bid Proposal is due, identify on a separate sheet any criminal conviction in any jurisdiction in the United States for a violation of law arising out of the performance of a construction contract (1) by the Contractor submitting this Bid Proposal or (2) by the qualifying person licensed by the State Contractors License Board to perform the work described in the Bid Proposal.

Provide on the following page labeled "Criminal Convictions Information." (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

VIOLATION OF LAW OR A SAFETY REGULATION

Has the Bidder, any officer of the Bidder, or any employee who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of a law or a safety regulation?		
🗌 Yes 🗌 No		
If the answer is yes, explain the circumstances in the following space.		
Name of hidder (print)		Signaturo
Name of bidder (print)		Signature
Address		State Contractors' License No. & Classification
City	Zip Code	Telephone

CONSTRUCTION CONTRACT FOR CAPITAL IMPROVEMENTS

CITY OF IRVINE

TRAFFIC SIGNAL LED UPGRADES CIP 331701 BID NO. 17-1176

This Contract made and entered into this _____ day of _____, 20___, by and between City of Irvine, a municipal corporation of the State of California, hereinafter referred to as "CITY" and ______, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

- 1. The complete Contract includes all of the Contract Documents, which are incorporated herein by this reference, to wit:
 - a) Permits and Agreements
 - b) Contract
 - c) Addenda
 - d) Instructions to Bidders, Proposal Requirements and Conditions
 - e) Special Provisions
 - f) Contract Plans
 - g) Standard Plans
 - h) Standard Specifications
 - i) Reference Specifications

The Contract Documents are complementary, and that which is required by one shall be as binding as if required by all.

2. CONTRACTOR shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement:

Traffic Signal LED Upgrades at various street intersections within the City of Irvine. This work includes, but is not limited to, mobilization, traffic control and all other items necessary to replace Street Name Sign florescent tubes with LED retrofit kits and Safety Lights with LED at signalized intersections in accordance with the contract documents and Special Provisions. Inventory of the completed intersections shall be provided to the City monthly during the project. Count of lamps and serial numbers for items installed shall be in Microsoft Excel format database. Materials removed shall be properly disposed by Contractor at completion of project.

- 3. CONTRACTOR agrees to perform all the said work and furnish all the said materials at his own cost and expense that are necessary to construct and complete in strict conformance with Contract Documents and to the satisfaction of the Engineer, the work hereinafter set forth in accordance with the Contract therefore adopted by the City Council.
- 4. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for performance of this work of improvement as described, the stipulated sum of

(\$_____) the "Contract Price."

CITY agrees to make progress payments and final payment in accordance with the method set forth in the Special Provisions.

- 5. CONTRACTOR agrees to commence construction of the work provided for herein within ten (10) Calendar Days after the date specified in the Notice to Proceed, and to continue diligently in strict conformance with Contract Documents and without interruption, and to complete the construction thereof within **Ninety (90) Working Days** after the date specified in the Notice to Proceed.
- 6. Time is of the essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Contract. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Hundred Dollars (\$100) per Calendar Day, for each and every Calendar Days delay in finishing the Work in excess of the number of Working Days prescribed above. If liquidated damages are not paid, as assessed by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Contract in addition to any other remedy available to CITY. By executing this Contract, Contractor agrees that the amount of liquidated damages is reasonable and shall not constitute a penalty.
- 7. In accordance with State of California Senate Bill No. 854, CONTRACTOR will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. CONTRACTOR shall notify the CITY in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that CONTRACTOR'S or any of its SUBCONTRACTOR'S DIR registration status has been suspended, revoked, expired, or otherwise changed.
- 8. CONTRACTOR will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the office of the City Clerk of the City of Irvine. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.

- CONTRACTOR shall be subject to the penalties in accordance with Labor Code of § 1775 for each worker paid (either by him or by any subcontractors under him) less than the prevailing rate described above on the work provided for in this Contract.
- 10. CONTRACTOR and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the CONTRACTOR and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the CONTRACTOR to penalty and forfeiture provisions of the Labor Code § 1813.
- 11. CONTRACTOR will comply with the provisions of Labor Code § 1777.5 pertaining to the employment of apprentices to the extent applicable to this Contract.
- 12. CONTRACTOR, by executing this Contract, hereby certifies:

"I am aware of, and will comply with the Labor Code § 3700 by securing payment for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Agency before execution of the Contract. The CITY, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the CONTRACTOR to comply with this paragraph."

CONTRACTOR further agrees to require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California.

- 13. CONTRACTOR shall, concurrent with the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the work "Performance Bond", and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished "Payment Bond." This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
- 14. CONTRACTOR shall, prior to commencing work, furnish certificates evidencing compliance with all requirements of the Contract Documents pertaining to insurance.
- 15. Any amendments to any of the Contract Documents must be in writing executed by the CONTRACTOR and the CITY. Any time an approval, time extension, or consent of the CITY is required under the Contract Documents, such approval, extension, or consent must be in writing in order to be effective.
- 16. This Contract contains all of the agreements and understandings of the parties and all previous understandings, negotiations, and contracts are integrated into

and superseded by this Contract.

- 17. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
- 18. The persons executing this Contract on behalf of the parties hereto warrant that they are duly authorized to execute this Contract on behalf of said parties and that, by so executing this Contract, the parties hereto are formally bound to the provisions of this Contract.
- 19. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 20. In performing its obligations and duties under this Contract, each party shall comply with all applicable local, state, and federal laws, regulations, rules, standards and ordinances.
- 21. In the event any action is brought between the parties hereto relating to this Contract or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs in connection with such action or proceeding.
- 22. This Contract may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.
- 23. This Contract is to be governed by the laws of the State of California.

IN WITNESS WHEREOF, the said CONTRACTOR and the Director of Public Works, City Manager and City Clerk of the CITY have caused the names of said parties to be affixed hereto, the day and year first above written.

(If Corporation, 2	signatures are requ
Ву	
Pri	int Name
	Title
Ву	
Pri	int Name
	Title
CITY OF IRVINE A Municipal Corpo	oration

Sean Joyce City Manager of the City of Irvine

Manuel Gomez Director of Public Works

ATTEST:

Molly McLaughlin City Clerk

APPROVED AS TO FORM: RUTAN & TUCKER, LLP

Jeffrey Melching

PERFORMANCE BOND

Bid No. 17-1176. Traffic Signal LED Lighting Upgrades CIP 331701

KNOW ALL MEN BY THESE PRESENTS that we _		, as
Principal, and	as Surety, are held a	and firmly
bound unto City of Irvine, hereinafter called the City	in the sum of	
	(\$) (this
amount being not less than one hundred percent (1)	00%) of the total hid price	of the

amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original terms thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void otherwise this obligation shall remain in full force and effect.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modifications of the Contract Documents and/or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, and all to be taxed as costs and included in any judgment rendered by a court of law.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of ______, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

ATTEST:

(Principal) _	
(Address)	
_	
(By) _	
(Title)	
(Surety)	
(Address)	
(By) _	
(Title)	

PAYMENT BOND

Bid No. 17-1176. Traffic Signal LED Lighting Upgrades CIP 331701

KNOW ALL MEN BY THESE PRESENTS that we

_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

The condition of this obligation is such that, if said Principal or his subcontractors, or heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any of the persons named in the Civil Code § 9100 for any material used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any amount due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors with respect to such work and labor, then said Surety will pay and, also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of all persons named in the aforesaid Civil Code § 9100 to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the Contract Documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of ______, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

ATTEST:

(Principal)	
(Address)	
(By)	
(Title)	
(Surety)	
(Address)	
(By)	
(Title)	

- A. THESE ADDITIONS, DELETIONS, AND AMENDMENTS MODIFY THE SPECIFICATIONS IN THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 2015 EDITION.
- B. THESE ADDITIONS, DELETIONS, AND AMENDMENTS SHALL TAKE PRECEDENCE IN THE EVENT OF A CONFLICT WITH ANY STANDARD SPECIFICATIONS.
- C. AS A CONVENIENCE, THESE ADDITIONS, DELETIONS, AND AMENDMENTS HAVE BEEN ARRANGED IN A FORMAT THAT PARALLELS THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 2015 EDITION.

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS

REVISE as follows:

1-1 GENERAL. ADD the following term:

The word *provide* shall mean furnish and install.

1-2 TERMS AND DEFINITIONS. *MODIFY to ADD the following:*

Acceptance, Final Acceptance – Formal action by the Agency acknowledging the Work is complete.

Agency/Board/City – The City of Irvine, a municipal corporation.

Agency Representative – The person or engineering/architectural firm Agency authorizes to represent it during the performance of the Work by the Contractor and until Final Acceptance. The Agency Representative means the Agency Representative or his assistants.

Calendar Day – The 24-hour day denoted on the calendar.

Calendar Month – The period including the first through the last day of a month.

City – See Agency.

City Representative – The person employed by the City who is authorized to represent the City during the performance of the Work by the Contractor and until Final Acceptance.

Clarification – Verbal or written interpretation of Contract Documents by the Agency Representative to clarify intent, procedures, materials or processes with no change in contract sum or time.

REPLACE the definition for "Engineer" with the following:

Engineer – The City Engineer acting either directly or through the Agency Representative.

Field Order – Authorization by Agency Representative to proceed with Change Order work after completion of negotiations, but before the issuance of the Change Order.

Laboratory – The laboratory authorized by the Agency or the Agency Representative to test material and work involved in the project.

Major Bid Item – A single Contract item constituting ten percent (10%) or more of the original Contract Price.

Request for Quotation – Contemplated revision of Contract Documents by the Agency requesting detailed information from the Contractor on impacts to contract sum or contract time.

State Standard Specifications – Standard Specifications issued by the State of California, Department of Transportation, 2015.

Traffic Control Devices – All signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or bikeway, by authority of the Engineer.

1-3. ABBREVIATIONS

1-3.2 Common Usage. *MODIFY to ADD the following:*

Abbreviation DBE	Word or Words Disadvantaged Business Enterprise
ESA	Environmentally Sensitive Area
NOI	Notice of Intent

DELETE the abbreviation of MUTCD and SUBSTITUTE with the following:

CA MUTCD

California Manual on Uniform Traffic Control Devices

SECTION 2 - SCOPE AND CONTROL OF THE WORK

REVISE as follows:

2-2 ASSIGNMENT. MODIFY to ADD the following:

The performance of the Contract may not be assigned, except upon the written consent of the Agency. Consent will not be given to any proposed assignment that would relieve the original Contractor or its Surety of their responsibilities under the Contract, nor will the Agency consent to any assignment of any part of the Work under the Contract.

Assignment of this Contract shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

2-3 SUBCONTRACTS.

2-3.1 General. MODIFY to ADD the following:

If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to the Agency for the acts and omissions of his subcontractor as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Agency. The Contractor shall bind every subcontractor to be bound by the terms of the Contract Documents as applicable to his work.

Debarred contractors shall not be employed on the Work pursuant to the provisions of Labor Code § 1777.1 and the City of Irvine Council Ordinance No. 08-10. The Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site: <u>http://www.dir.ca.gov/dlse/debar.html</u>

A list of individuals, firms and organizations debarred, suspended or who have voluntarily excluded themselves from Federal Procurement and Non-Procurement Programs is maintained by the US General Services Administration. This excluded parties list is available from the website: <u>http://www.sam.gov</u>

In accordance with SB 854, the Contractor and each of its subcontractors shall maintain a valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

Prior to including a subcontractor's name on the bid, the Contractor shall be responsible for verifying that each of its subcontractors are properly licensed and not debarred from performing the designated work.

This requirement shall be enforced as follows: Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the Contract. If any subcontractor or person employed by the Contractor is deemed by the City Representative to be incompetent or to act in an improper manner, at the request of the City Representative, they shall be dismissed immediately from the job and shall not be employed again on the Work.

A copy of each subcontract is required to be filed with the Agency before the subcontractor begins work. Each subcontract shall contain a reference to the Contract between the Agency and the Contractor, and the terms of that Contract and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment by the Contractor at the order of the Agency if in the Agency's opinion the subcontractor fails to comply with the requirements of the Contract.

2-3.2 Self Performance. *DELETE in its entirety and SUBSTITUTE with the following:* The Contractor shall perform, with its own organization, Contract work amounting to at least 15 percent of the Contract Price on building/facility contracts, and at least 50 percent of the Contract Price on all other Public Works contracts except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the City Representative.

The provisions in 2-3.2 of these Special Provisions require that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original Contract Price is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal Aid Construction Contracts" of these Special Provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

2-3.3 Status of Subcontractors. MODIFY to ADD the following:

The City will not conduct business with an individual, firm or organization, and the Contractor shall not employ or otherwise use any subcontractor, supplier, or equipment vendor at any tier that is on the City's debarment list, the Department of Industrial Relations debarment list, or on the US General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. ADD the following after the 2nd paragraph:

All work of the Contract including, but not limited to, the general nature and character of the work area and conducting of Contractors' operations shall be performed in accordance with the Standard Specifications for Public Works Construction, 2015 edition, and all supplements thereto, except as modified in these Special Provisions and as follows:

Work to be performed which is directly related to the construction and/or modification of traffic, striping, signing, markings or signals; work within State

right of way; and, work which is directly related to the construction of bridges and bridge appurtenances shall be performed in accordance with the State Standard Specifications, current edition as of bid date.

As applicable, unless modified elsewhere in these Special Provisions, Work of the Contract shall conform to current editions of: Uniform Building, Plumbing, Mechanical Codes; Uniform Fire Code; National Electrical Code; and, City of Irvine amendments thereto.

DELETE last paragraph in its entirety and SUBSTITUTE with the following:

If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the Plans or in any survey, the Contractor shall promptly notify the Agency of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall promptly notify the Agency in writing of such conflict.

The Agency, on receipt of any such notice, will investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after its discovery of such an error, discrepancy, or conflict that is directly or indirectly affected by such error, discrepancy, or conflict, will be at its own risk and it shall bear all cost arising therefrom.

The Agency will provide, free of charge, three (3) copies of Plans and Special Provisions for the Contractor and one (1) copy of Plans and Special Provisions for each subcontractor listed in the Bidder's Proposal. Any Plans or Special Provisions required by the Contractor/subcontractor in addition to the above can be provided by Agency at Contractor's expense. The Contractor shall keep one set of Plans and Special Provisions in good order and available to the Agency Representative at the site of the Work.

2-5.2 Precedence of Contract Documents. *DELETE the order of precedence and SUBSTITUTE with the following*:

- a) Permits and Agreements
- b) Change Orders and/or Supplemental Agreements; whichever occurs last
- c) Contract
- d) Addenda
- e) Instructions to Bidders, Proposal Requirements and Conditions
- f) Bid/Proposal
- g) Special Provisions
- h) Contract Plans
- i) Standard Plans
- j) Standard Specifications
- k) CALTRANS Specifications

I) Reference Specifications

ADD:

2-5.2.1 Interpretation of Plans and Specifications. Figured dimensions on Plans shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Specifications shall govern as to materials, workmanship, and installation procedures. Plans and Specifications requiring higher quality material or workmanship shall prevail. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the Specifications, reference shall be made to City Representative whose decision thereon shall be final.

2-5.3 Submittals.

2-5.3.1 General. MODIFY to ADD the following:

The review period begins a new upon each submittal or resubmittal.

In providing specified submittals, the Contractor certifies that they are complete in all respects and all materials, equipment, and other work shown thereon conforms to the Contract Documents.

Where a manufactured item is designed or engineered by the manufacturer, fabricator, subcontractor, consultant or designee, the drawings and supporting calculations shall be stamped and signed by an engineer registered by the State of California executing the design within the scope of his registration. Unless otherwise accepted by the City Representative, data shall be submitted only by the prime Contractor. Data that, in the opinion of the City Representative, are incomplete or have not been checked by the prime Contractor or are illegible will be considered as not complying with the Contract requirements and will be returned to the Contractor for resubmittal in the proper form. The City may make this determination at any time during the review period.

Data shall be submitted in a format similar to the arrangement of the applicable section(s) of the Specifications unless otherwise specified. Any submittal not following the format specified, and not conforming to the requirements listed below, will be returned for resubmittal without review.

- a) Data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices, the external connections, anchorages, and supports required, performance characteristics, dimensions needed for installation and correlation with other materials and equipment, and all additional information as required in the detailed section(s) of the Contract Documents. Identify field dimensions; show relation to adjacent or critical features, work or products.
- b) Calculations to support the adequacy of the design in meeting specified performance ratings or requirements shall be submitted when required by the Specifications.
- c) Each drawing or data sheet shall be clearly marked with the name of the project, the Contractor's name, and references to applicable Specification paragraphs and Plan sheets. Submittals containing multiple drawings or data sheets shall be collated prior to submittal for review.

- d) Data sheets, catalog cuts or drawings showing more than the particular item under consideration shall be marked to cross out all but the applicable information. Submit only pertinent pages; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- e) Data submitted shall include drawings showing wiring and/or pipe layouts. Any changes proposed by the Contractor shall be stated in a cover letter and essential details of such changes shall be clearly shown in the data submitted.
- f) Present in a clear and thorough manner. Title each drawing with project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- g) Provide manufacturer's preparation, assembly and installation instructions.
- Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for City Representative's selection.
- Submit samples to illustrate functional characteristics of products, including parts and attachments. Label each sample with identification required for transmittal letter. Approved samples which may be used in the Work are indicated in the Specification section.
- j) Provide field samples of finishes for the Work, at location acceptable to Agency Representative, as required by individual Specifications section. Install each sample complete and finished. Finishes in place that have been accepted by the Agency Representative may be retained in completed work.

Submittals shall be accompanied by a letter of transmittal listing the contents of the submittal. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop drawings shall be submitted with sufficient time for Agency's review and in orderly sequence in accordance with the progress schedule to cause no delay in prosecution of the Work. Drawings shall be submitted on 11"x17" or 24"x36" sheet sizes only. Any submittal not accompanied by such a transmittal, or where all applicable items on the form are not complete, will be returned for resubmittal.

A separate letter of transmittal shall be used for each specific item or class of materials or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single letter of transmittal will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. Submittals transmitted by facsimile will not be accepted.

The Agency will return any submittal sent (1) without a transmittal letter, (2) with an incomplete form, or (3) by facsimile.

The Contractor shall assign a unique sequential number to each submittal package, which shall be clearly written in the space provided on the transmittal letter. This number shall be used in all correspondence to the Agency when referencing to a

particular submittal. The Contractor shall be responsible for ensuring the same submittal number is not assigned to different submittal packages.

Resubmittals shall incorporate the original submittal number followed by the revision number (i.e., the first resubmittal of submittal #1 is numbered 1R1, the second 1R2, etc.). The Agency will return improperly numbered submittals without review. The Contractor shall indicate on the transmittal letter that either no exceptions to the Contract Documents are taken or deviations are submitted. All deviations indicated shall be listed on the transmittal letter and the Contractor shall be solely responsible for any omitted deviations. If any deviations are omitted, the Agency will return the submittal and the engineering data without review for resubmittal. Any consequences from the resulting delay shall be fully borne by the Contractor.

The City Representative's review of the Contractor's submittals will cover only general conformity to the Contract Documents. The City Representative's acceptance of drawings returned marked NO EXCEPTION TAKEN or RESUBMITTAL NOT REQUIRED (CORRECTIONS ARE NOTED) shall not constitute a blanket approval of dimensions, qualities, and details of the materials, equipment, device, or item shown, and does not relieve the Contractor from any responsibility for errors, omission or deviations from conforming to the Contract Documents. The Agency reserves the right to subsequently reject any previously accepted equipment, material, and/or construction method that deviates from the Contract Documents. When the drawings and data are returned marked CORRECT AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the City Representative, resubmittal shall be made in the same manner as the original submittal.

If the City Representative rejects the submittals, the Contractor is responsible for any subsequent time delays at no additional compensation from the Agency. Subject to these requirements, drawings and data, after final processing by the City Representative, shall become a part of the Contract Documents, and the work shown or described thereby shall be performed in conformity therewith unless otherwise required by the City Representative. In the event of conflict between accepted submittals and the other Contract Documents, the most stringent requirements shall apply unless the Agency has agreed in writing to less stringent requirements in response to a deviation listed on a submittal letter of transmittal.

No portion of the work requiring a submittal shall be commenced until the submittal has been reviewed by the City Representative and returned to the Contractor with a notation indicating that resubmittal is not required.

The review by the City Representative is only of general conformance with the design concept of the project, and general compliance with the Contract Documents and shall not be construed as relieving the Contractor of these full responsibilities for providing materials, equipment, and work required by the Contract; the proper fitting and construction of the Work; the accuracy and completeness of the submittals; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.

2-6 WORK TO BE DONE. ADD the following after the 1st paragraph:

The Contractor shall leave the Work area in a neat condition. Any work not shown in the Plans or Specifications but necessary to complete the Work according to law and

governmental codes and regulations shall be performed by the Contractor as if in the Plans and Specifications.

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Agency thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense.

2-8 RIGHT OF WAY. *DELETE the* 1st sentence and SUBSTITUTE with the following: Rights of way, easements, agreements, licenses, or rights of entry (all referred to as right of way) for the Work have been provided by the Agency. Temporary right-of-way to construct one or more portions of the Work may also have been acquired by the Agency. If temporary right of way was acquired, the documents or their contractual terms and obligations are included in the Contract Documents. The Contractor shall comply with all the terms and obligations related to the physical use of the temporary right of way and its eventual return of the property to the owner. The Contractor shall schedule the Work that may include landscape establishment, maintenance periods, and final acceptance within the temporary right of way agreement. Should the Work be delayed through no fault of the Agency, the Contractor shall be responsible for all costs incurred by the Agency to extend use of the temporary right of way.

MODIFY to ADD the following:

Work in the public right of way shall be done in accordance with the requirements of the permit issued by the public agency in whose right of way the Work is located in addition to conforming to the Contract Documents. If a permit or traffic control plan is not required, the Work shall conform to the standards set forth in the CA MUTCD.

The Contractor shall not allow his employees to use private property for any reason or to use water or electricity from such property without providing the City written permission from the owner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing any work or doing any activity on lands outside the public rights of way.

The Contractor shall hold harmless, indemnify, and defend the Agency, the Agency Representative and each of their officers, employees, and agents from all claims or suits for damages occasioned by such work or activity, whether done according to this section and with permission from the Agency or in violation of this section without permission from the Agency. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claims or suits.

The Contractor shall comply with City of Irvine Municipal Code § 5-9-521 Construction Site and Vacant Property Security, and be fully responsible for locating and obtaining permission to use equipment yards or material storage site(s). The Contractor shall assume full responsibility and costs for property rental, site preparation, maintenance and cleanup in a manner satisfactory to the City and the property owner.

If, through the failure of the Agency to acquire or clear right of way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment

and plant, the Contractor will be paid an amount as the City Representative may find to be a fair and reasonable compensation for such part of the Contractor's actual loss as, in the opinion of the City Representative, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for as provided in 3-3 with the following exceptions:

- a) The right of way delay factor for each classification of equipment shown in the State of California, Department of Transportation publication entitled "Equipment Rental Rates and Labor Surcharge," current edition at the time of bid opening will be applied to such equipment rental rate.
- b) The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but in no case will exceed eight (8) hours in any day.
- c) The days for which compensation will be paid will be the Calendar Days, excluding Saturdays, Sundays and legal holidays, during the existence of such delay.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of men, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined, as provided herein, and compensation for idle time of men will be determined as provided in 3-3.

If the performance of the Contractor's work is delayed as a result of the failure of the City to acquire or clear right of way, an extension of time determined pursuant to the provisions in 6-6 will be granted.

2-11 INSPECTION. *DELETE in its entirety and SUBSTITUTE with the following:* Inspection of the Work will be conducted by an Agency Representative and will include monitoring and enforcing compliance of materials, equipment, installations, workmanship, methods and requirements of the Contract Documents.

The Agency Representative shall, at all times, have safe access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the work hours in which inspection is required, the Contractor shall give at least two (2) Working Days written notice to the Agency Representative so that inspection may be made.

All installations which are to be backfilled or otherwise covered will be inspected by the Agency Representative prior to backfilling or covering. The Contractor shall give the Agency Representative a minimum of two (2) days advance notice prior to backfilling or covering any part of the Work.

Work or materials concealed or performed without the prior notice specified above, will be subject to such tests or exposure as may be necessary to prove to the satisfaction of the City Representative, that all materials used and the work done are in strict conformity with the Contract Documents. All labor and equipment necessary for exposing and testing shall

be furnished and paid for by the Contractor. The Contractor shall replace, without additional cost to the Agency, any materials or work damaged by exposure or testing.

Defective work shall be made good at the Contractor's expense including any unsuitable materials and equipment that may have been previously inspected by the Agency Representative, and/or that payment therefore has been included in an estimate for payment.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all requirements of the Contract.

All submittals and correspondence between the Agency and the Contractor, related to inspection of the Work of this Contract, shall be directed to the City Representative.

ADD:

2-11.1 Inspection Requirements. The Contractor shall notify the Agency Representative a minimum of 48 hours before inspection is required.

a) Unless specified elsewhere in the Special Provisions, inspection of the Work will be provided by the Agency between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, exclusive of Agency holidays. Any inspections requested by or made necessary as a result of the actions of the Contractor beyond the hours stated above shall be paid for by the Contractor at the prevailing rate of 1-1/2 times the regular hourly wage rate, plus 21% for overhead costs.

The Contractor shall submit a request to the City Representative for approval, a minimum five (5) Calendar Days, in advance of inspections requested by or made necessary as a result of the actions of the Contractor on Saturdays, Sundays or Agency and/or Federal holidays. The Contractor shall pay for these inspections at the prevailing rate of 1-1/2 times for Saturdays and 2 times the regular hourly wage rate for Sundays or Agency and/or Federal holidays The Contractor shall pays for the contract overhead costs.

For purposes of this section, the following holidays are observed by the Agency:

New Year's Day Martin Luther King Jr. Day Presidents' Day Memorial Day Independence Day Labor Day Veterans Day Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day

A construction calendar showing the days that each of the above holidays will be observed is available upon request from the City Representative.

 b) The Contractor shall telephone the designated Agency Representative at least two (2) Working Days prior to starting construction or resuming construction following suspension of the Work for any reason. Prior to commencing any work on the Contract, the Contractor shall submit a completed Inspection Overtime Permit form provided by the City of Irvine.

c) In addition to any inspection required by Codes and/or Ordinances or Contract Documents, Contractor shall notify the City Representative a minimum of 2 days prior to the permanent concealment of any materials or work.

2-12 SPECIAL NOTICES. MODIFY to ADD the following:

Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purpose whatsoever, unless served in the following manner:

- a) If the notice is given to the Agency, by personal delivery or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to the Agency, postage prepaid and registered.
- b) If the notice is given by the City Representative to the Contractor by personal delivery to said Contractor or to his authorized representative or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or such other address as may have been established for the conduct of the work under this Contract, postage prepaid and registered.
- c) If notice is given to the surety or any other person by personal delivery to said surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of said surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

ADD:

2-13 CORRESPONDENCE. Unless specified otherwise or requested by the City Representative, the use of facsimile (fax) machines or internet email for the transmittal of routine correspondence, including submittals, shall not be allowed. The City will allow the use of fax machines or internet email for urgent matters such as notification of change of conditions. Unless otherwise allowed by the City Representative, all faxes or internet email shall be directed to the City Representative. The fax number and internet email address for the City Representative will be provided at the pre-construction meeting. Faxes or internet email received after 2:00 p.m. shall be considered as being received the following working day. All faxes or internet email shall be followed up with a paper copy that is mailed to the City Representative on the same day the fax or internet email is forwarded. The City Representative will not accept any illegible faxed or internet email correspondence.

ADD:

2-14 CONTRACT COORDINATION. The Contractor shall coordinate scheduling, submittals, and the Work to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

In addition to weekly progress meetings, as required by the Agency, the Contractor shall hold coordination meetings and pre-installation conferences with Agency Representatives and subcontractors to assure coordination of Work.

Should the Agency exercise partial Acceptance or beneficial occupancy of premises, the Contractor shall coordinate access to site to complete work or to correct defective work and work not in strict conformance with Contract Documents to minimize disruption of Agency's activities.

SECTION 3 - CHANGES IN WORK

REVISE as follows:

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. ADD the following after the 1st paragraph:

The Contractor may initiate changes by submitting a written Change Order Request to the City Representative containing:

- a) Description of the proposed changes.
- b) Statement of the reason for making the changes.
- c) Reference applicable specifications sections and specific plans in support of the request.
- d) Statement of the effect on the Contract Price and Contract time.
- e) Statement of the effect on the work of separate subcontractors.
- f) Documentation supporting any change in Contract Price or Contract time as appropriate.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. *DELETE in its entirety and SUBSTITUTE with the following:* The Agency may issue a Change Order for modifications of Work including, but not limited to, the Plans, Specifications, character, quantity or time of Work. Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, and any adjustment in the Contract time of completion.

The City Representative may order minor changes in the Work not involving an increase or decrease in the contract amount, nor involving a change in the time for completion but consistent with the purposes for which the works are being constructed. If the Contractor believes that any order for minor changes in the work involves changes in the Contract Price or time of completion, the Contractor shall not proceed with the minor changes so ordered and shall immediately, upon the receipt of such order, notify the City Representative in writing of his estimate of the changes in the Contract Price and time of completion he believes to be appropriate.

No payment for changes in the Work will be made and no change in the time of completion by reasons of changes in the Work will be made, unless the changes are covered by a written Change Order approved by the Agency in advance of the Contractor's proceeding with the changed work.

Once a Change Order is finalized and executed by both parties, the Contractor waives its right to seek any additional compensation for the work covered by the Change Order or any project impacts. The Contractor agrees that all Change Orders constitutes full payment for the work covered by the Change Orders, including all direct and indirect overhead expenses.

Notwithstanding any other provision in the Contract Documents, the Agency's issuance of a Change Order shall not constitute a waiver by the Agency of, or preclude the Agency in any way from, asserting any claim with respect to the same, including but not limited to, a

claim of breach of contract or claim that the issued Change Order covers work included in the scope of Work set forth in the Contract Documents for which the Contractor was not entitled to any additional funds.

A Change Order is approved when the Agency signs the Change Order.

A Contract Change Order approved by the City Representative may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved Contract Change Order not executed by the Contractor, the Contractor shall proceed with the Change Order work in accordance with 3-5 of the Standard Specifications, and submit a written protest to the City Representative within fifteen (15) days after the receipt of the approved Contract Change Order. The protest shall state the points of disagreement citing the Specification references, quantities and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved Contract Change Order, and that payment shall constitute full compensation for all work included therein or required thereby. Unprotested approved Contract Change Orders.

The City Representative may initiate changes by submitting a Request for Quotation to Contractor. Such request will include detailed description of the change, products, and location of the change in the Work, supplementary or revised Plans and Specifications. Such request is for information only and is not an instruction to execute the changes, or to stop work in progress.

The Contractor shall support each quotation for a lump-sum proposal, and for each unit price that has not previously been established, with sufficient substantiating data to allow City Representative to evaluate the quotation.

On request, the Contractor shall provide additional data to support time and cost computations, labor required, equipment required, products required, recommended source of purchase and unit cost, and quantities required, taxes, insurance and credit for work deleted from Contract, similarly documented, justification for any change in Contract time.

The Contractor shall support each claim for additional costs, and for work done on a timeand-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information as follows:

- a) Name of the Agency Representative who ordered the work, and date of the order.
- b) Dates and times work was performed, and by whom.
- c) Time record, summary of hours worked, and hourly rates paid.
- d) Receipts and invoices for equipment used, listing dates and times of use, products used, listing of quantities, and subcontracts.

In lieu of a Request for Quotation, the City Representative may issue a written Field Order for the Contractor to proceed with a change for subsequent inclusion in a Contract Change Order. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Price and any change in Contract time. Agency Representative will sign and date the Field Order as authorization for the Contractor to proceed with the changes. Contractor may sign and date the Field

Order to indicate agreement with the terms therein. Contractor shall proceed with the work so ordered prior to actual receipt of an approved Contract Change Order.

3-2.2 Contract Unit Prices.

3-2.2.1 General. ADD the following after the 2nd paragraph:

In the case of such an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of twenty-five percent of the total cost of such item based on the original quantity and Contract Unit Price.

3-2.2.2 Increases of More than 25 Percent. MODIFY to ADD the following:

If payment for units of a bid item that exceeds125 percent of the price shown on the Bid Item List is less than \$5,000 at the unit price, the City Representative may not adjust the unit price unless asked to do so in writing by the Contractor.

3-2.4 Agreed Prices. ADD the following after the 1st sentence:

Agreed prices shall be negotiated before commencement of the changed work.

3-3 EXTRA WORK.

3-3.2.1 General. *DELETE in its entirety and SUBSTITUTE with the following:* When the price for the extra work cannot be agreed upon prior to the commencement of the work, the Agency will pay for the extra work based on the accumulation of costs as provided herein.

3-3.2.3 Tool and Equipment Rental. *DELETE in its entirety 2nd paragraph and SUBSTITUTE with the following:*

The rates to be used for determining equipment rental costs shall be those rates listed for such equipment in the State of California, Department of Transportation (Caltrans) publication entitled "Equipment Rental Rates and Labor Surcharge", which is in effect on the date upon which the work is accomplished, regardless of ownership and any rental or other agreement entered into by the Contractor, if such may exist, for the use of such equipment. If it is deemed necessary by the City Representative to use equipment not listed in the said publication, the City Representative will establish a suitable rental rate for such equipment. The Contractor may furnish any cost data, which might assist the City Representative in the establishment of such rental rate. Equipment Rental Rates and Labor Surcharge publication is available from Caltrans

at <u>http://www.dot.ca.gov/hq/construc/equipmnt.html</u>. Rental time will not be allowed while equipment is inoperative due to breakdowns.

Operators of rented equipment will be paid for as provided in 3-3.

3-3.2.3 Markup.

3-3.2.3.1 Work by Contractor. *DELETE in its entirety and SUBSTITUTE with the following:*

The following percentages will be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead, increase in Contractor's bonds, administrative expenses and profit on work by the Contractor:

- a) Labor 20%
- b) Materials 15%

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- c) Equipment Rental 15%
- d) Other Items and Expenditures 15%

3-3.2.3.2 Work by Subcontractor. *DELETE in its entirety and SUBSTITUTE with the following:*

When any part of the extra work is performed by a subcontractor, of any tier, the markup established in 3-3.2.3.1 shall be applied to the subcontractor's actual cost of such work. Contractor markup on subcontractor work shall be limited to five percent.

No payment shall be made for any item not set forth in 3-3.2.3.1 and 3-3.2.3.2, including without limitation, Contractor's overhead, general administrative expense, supervision or damages claimed for delay in prosecuting the remainder of the work.

This provision shall not be construed to preclude the recovery of damages by the Contractor stemming from delay for which the Agency is responsible, which is unreasonable under the circumstances involved, and which was not within the contemplation of the Agency and the Contractor.

3-3.3 Daily Reports by Contractor. *ADD the following after the 1st sentence:* The Contractor shall notify the City Representative at the beginning of each day when extra work is in progress. No payment will be made for work not verified by the City Representative.

SECTION 4 - CONTROL OF MATERIALS

REVISE as follows:

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. ADD the following before the 1st sentence in the 1st paragraph: The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Special Provision to be furnished by the Agency.

ADD:

4-1.1.1 Contractor Equipment and Plants. Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project. Such equipment and plants shall be maintained in a good state of repair during the process of the Work. No obsolete or badly worn equipment and plants shall be used. Manufacturer's ratings shall not be exceeded.

Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure a production rate of sufficient material to carry to completion within the time limit(s) specified in the Contract Documents, if any.

The Contractor, when ordered by the City Representative, shall remove unsuitable equipment from the work site and discontinue the operation of unsatisfactory plants and equipment.

ADD:

4-1.1.2 Adoption or Revision Date for Standards, Codes, and Tests. Whenever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code; specification or test in effect on the day of the Notice Inviting Bids is dated.

In accordance with the Public Contract Code § 3400, the Contractor shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) days of Contract award or before ten percent of the Contract Working Days have expired, whichever is less. This time is included in the number of Working Days allowed for the completion of the Work. The City Representative's decision regarding the acceptability of the substitution is final.

Materials, equipment, and supplies provided shall, without additional charge to Agency, fully conform with all applicable local, State and Federal safety laws, rules and regulations, and orders, and it shall be the Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefore on that particular material, equipment or supply as specified.

4-1.3 Inspection Requirements. *ADD the following before the 1st paragraph:* Materials to be used in the Work will be subject to inspection and tests by the City Representative. The Contractor shall furnish without charge such samples as may be required. The Contractor shall furnish the City Representative a list of his sources of

materials and the locations at which such materials will be available for inspection a minimum of twenty (20) Calendar Days in advance of their intended use. The City Representative may inspect, sample or test materials at the source of supply or other locations, but such inspection, sampling or testing will not be undertaken until the City Representative is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the City Representative has free access at all times to the material to be inspected, sampled or tested. It is understood that such inspections and tests, if made at any point other than the point of incorporation in the Work, in no way shall be considered as a guarantee of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the Agency shall not relieve the Contractor or his suppliers of responsibility for quality control.

Manufacturers' warranties, guarantees, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the City Representative before acceptance of the Contract Work.

Reports and records of inspections made and tests performed when available at the site of the Work, may be examined by the Contractor.

4-1.3.1 General. MODIFY to ADD the following:

The City Representative may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the City Representative is assured of the cooperation and assistance of both the Contractor and the material producer. The City Representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The Agency assumes no obligation to inspect materials at the source of supply.

4-1.4 Test of Materials. MODIFY to ADD the following:

The Contractor shall furnish the City Representative with a list of his sources of materials in sufficient time to permit proper inspection and testing of materials to be furnished for such listed sources in advance of their use. The Contractor shall furnish without charge such samples as may be required.

Inspection and tests will be made by the City Representative or his designated representative, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the work, in no way shall be considered as guarantee of acceptance of such materials nor of continued acceptance of materials, presumed to be similar to that upon which inspection and tests have been made.

Tests of materials will be made in accordance with commonly recognized procedures of technical organizations and such special procedures as prescribed in the Contract Documents. Materials will be sampled and tested at such times during the process of the Work as deemed desirable by the City Representative, the Contractor shall cooperate in obtaining the samples.

ADD:

4-1.6 Trade Names or Equals. MODIFY to ADD the following:

The Contractor shall submit products list in accordance with the following:

- a) Within the time specified in 4-1.1.2 of the Standard Specifications and these Special Provisions, transmit number of copies Contractor needs plus four (4) of a list of major products which are proposed for installation, including name of manufacturer. Tabulate products by specification section number, title and article number.
- b) For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- c) The City Representative will reply in writing, stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

The following limitations shall apply to substitutions:

- a) During the bidding period, Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this Subsection.
- b) Requests for substitutions of products will be considered only within the time period specified in the Contract Documents. Subsequent requests will be considered only in the case of product unavailability or other conditions beyond control of Contractor. Material delivery schedules will not be considered justification for substitution.
- c) Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request or when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- d) Substitute products shall not be ordered or installed without written acceptance by the City Representative.
- e) Only one request for substitution for each product line will be considered. When substitution is not accepted, provide specified product.
- f) The City Representative will determine acceptability of substitutions.

Requests for substitutions shall conform to the following:

- a) Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
- b) Identify product by specifications section and article numbers. Provide manufacturer's name and address, trade name or product, and model or catalog number. List fabricators and suppliers, as appropriate.
- c) Give itemized comparison of proposed substitution with specified product, listing variations, and reference to specifications section and article numbers.
- d) Give cost data comparing proposed substitution with specified product, and amount of net change to Contract sum.
- e) List availability of maintenance services and replacement materials.

f) State effect of substitution on construction schedule, and changes required in other work or products.

Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product. The Contractor shall provide the same warranty for the substitution as for the specified product, shall coordinate installation of accepted substitute, making such changes as may be requested for Work to be complete in all respects, certifies that cost data presented is complete and includes all related costs under this Contract and waives claims for additional costs related to substitution which may later become apparent. The Contractor shall submit the number of copies the Contractor needs plus four of request for substitution. For accepted products, submit shop drawings, product data and samples, and tests conducted in accordance with 2-5.3.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

REVISE as follows:

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall begin the Work on or after the date stipulated in the Notice to Proceed and shall diligently prosecute the Contract to completion within the time limit provided in the Contract.

The Contractor shall notify the City Representative of his intent to begin work at least two (2) Working Days prior to the start of any work.

The Contractor may not begin work in advance of the date in the Notice to Proceed;, no work shall be started in advance of the complete execution of the Contract and acceptance of the Contractor's construction schedule by the Agency. The Agency may, but shall not be required to, provide access to the site prior to the date specified in the Notice to Proceed.

Unless specified elsewhere in these Special Provisions, within ten (10) days after execution of the Contract, the Contractor shall deliver to the Agency Representative a construction progress schedule employing the critical path method, in a form satisfactory to the City Representative, showing the proposed dates of commencement and completion of each item of the Work and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

The schedule format shall be as follows:

- a) Prepare schedules as horizontal bar chart with separate bar for each portion of work or operation in accordance with approved schedule of values, identifying first workday of each week. Allow space for updating.
- b) Sequence of Listings: Chronological order of the start of each item of work.
- c) Sheet Size: Multiple of 8-1/2 x 11 inches.
- d) Provide a two week look-ahead schedules (updated weekly).

The content of the schedules shall:

- a) Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Include any special sequencing specified in the Contract Documents.
- b) Show lane closures notifications and lane closure dates.
- c) Provide sub-schedules to define major and significant portions of entire schedule.
- d) Show accumulated percentage of completion of each item, and total percentage of Work completed as of first day of each month.
- e) Provide separate schedule of dates for product procurement and delivery dates, shop drawing submittals and equipment installation. Show decision dates for selection of finishes, if applicable.
- f) Show delivery dates for Agency-furnished products, if applicable.

g) Show the critical path.

Revisions to schedules shall:

- a) Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- b) Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- c) Provide written report to define any problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect.
- d) Revise periodically as directed by the Agency Representative. Failure to comply with directive will be considered as grounds to delay progress payment.
- e) Show the revised critical path.

Required submittals:

- a) Submit initial schedules within ten (10) days after execution of the Contract. If requested, resubmit required revisions within seven (7) days of request.
- b) Submit an update schedule on or before the first day of each month, beginning one month after the initial schedule as outlined in (a) above. If requested, resubmit required revisions within seven (7) days of request.
- c) Submit four (4) copies of schedules to Agency Representative.
- d) Submit under transmittal letter.

Contractor shall:

- a) Distribute copies of current schedules to job site file subcontractors, suppliers and other concerned parties.
- b) Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

Payment for conforming to these requirements shall be included in the various items of work and no additional compensation will be allowed therefor.

6-2 PROSECUTION OF THE WORK.

ADD:

6-2.1 Time of Completion and Forfeiture Due to Delay. The Contractor shall complete the Work called for under the Contract within the time set forth in the Special Provisions.

In accordance with Government Code § 53069.85, Contractor agrees to forfeit and pay to the Agency the amount per day set forth in the Contract for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

The Agency has endeavored to identify all areas of the site which may contain hazardous waste, as defined by Health and Safety Code § 25117, and unless otherwise noted said hazardous waste in these areas has been mitigated. However, the parties expressly acknowledge the possibility of the existence of further hazardous waste not previously identified. If, during the course of his work, the Contractor encounters any

such hazardous waste, he shall promptly notify the Agency through its designated representative. If the material is indeed "hazardous waste" pursuant to Health and Safety Code § 25117, the Agency has the option to have the mitigation work performed by the Contractor or by a separate contract from the work being performed. If the Contractor performs said mitigation work, the cost will be paid for as an addition to the work in accordance with Section 3. To the maximum extent permitted by law, the Agency shall not be liable for any damages beyond an appropriate time extension for delays occasioned by the existence of hazardous waste conditions contemplated herein.

No forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (including but not restricted to acts of nature or of the public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather). Any such delays, except for acts of the Agency, shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be an extension of time obtained in accordance with this section.

The Contractor shall, within ten (10) Calendar Days from the beginning of any such delay, notify the Agency Representative in writing of the cause of delay, whereupon the Agency Representative will ascertain the facts and extent of the delay and extend the time for completing the Work if, in his judgment, the findings of the fact justify such an extension, and the Agency Representative's findings of facts thereon shall be final and conclusive.

6-3 SUSPENSION OF THE WORK.

6-3.1 General. *DELETE in its entirety and SUBSTITUTE with the following:* The City Representative shall have the authority to suspend the Work wholly or in part, for any time period as the City Representative deems necessary in the interest of Agency, for Agency's convenience, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract. The Contractor shall immediately comply with the written order of the City Representative to suspend the Work wholly or in part. The suspended work shall be resumed as ordered or approved in writing by the City Representative.

Resumption of work shall be predicated on receipt of the following from the Contractor:

- a) A revised schedule showing each task yet to be accomplished and the time line to accomplish each until final completion.
- b) The work force projections attached to each task listed per workweek.
- c) The cost expenditures attached to each task summarized per each workweek.
- Lien releases from each subcontractor, supplier, and vendor to which the Contractor has requested materials, equipment or any other service recognizing the payments received.
- e) An Income and Expense Statement projecting how the Contractor will finance the reminder of the project.

Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-6.3. For purposes of 6-6.3, delays resulting from suspensions ordered by the City Representative due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, shall not be delays for which the Agency is responsible.

In the event that a suspension of Work is ordered as provided above, the Contractor, at the Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of that suspension as provided in 7-10, and as specified in these Special Provisions. In the event that the Contractor fails to perform the work above specified, the Agency will perform that work and, if the suspension is due to Contractor's failure to carry out orders given or to perform any provision of the Contract, the cost thereof will be deducted from monies due or to become due the Contractor.

If a suspension of work is ordered by the City Representative, in accordance with this subsection, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in 6-7.2.

The suspension of Work shall not relieve the Contractor of the responsibilities as set forth in the Contract Documents.

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT. *ADD the following:* In the event this Contract is terminated for grounds which are later determined not to justify a termination for breach, such termination shall be deemed to constitute a Termination of the Contract for Convenience pursuant to 6-5.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE. DELETE in its entirety and SUBSTITUTE with the following:

The Agency reserves the right to terminate the Contract at any time upon a determination by the City Representative that termination of the Contract is in the best interest of the Agency.

If the Agency elects to terminate the Contract, the termination of the Contract and the total compensation payable to the Contractor shall be governed by the following:

- a) The City Representative will issue the Contractor a signed written notice, specifying that the Contract is to be terminated. Upon termination of the Contract, the Contractor will be relieved of further responsibility for damage to the Work (excluding materials) as specified in 4-1.2 of the Standard Specifications, 7-16 of these Special Provisions and, except as otherwise directed in writing by the City Representative, the Contractor shall:
 - 1) Stop all work under the Contract except that specifically directed to be completed prior to Acceptance.
 - 2) Perform work the City Representative deems necessary to secure the project for termination.
 - 3) Remove equipment and plant from the site of the Work.
 - 4) Take action that is necessary to protect materials from damage.

- 5) Notify all subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City Representative.
- 6) Provide the City Representative with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City Representative may request.
- 7) Dispose of materials not yet used in the Work as directed by the City Representative. It shall be the Contractor's responsibility to provide the Agency with good title to all materials purchased by the Agency hereunder, including materials for which partial payment has been made as provided in 9-3.2 and with bills of sale or other documents of title for those materials.
- 8) Subject to the prior written approval of the City Representative, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the City Representative, the Contractor shall assign to the Agency all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
- 9) Furnish the City Representative with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.
- 10) Take other actions directed by the City Representative.
- b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:
 - The Contractor's responsibility for damage to materials for which partial payment has been made as provided in 9-3.2 and for materials furnished by the Agency for use in the Work and unused shall terminate when the City Representative certifies that those materials have been stored in the manner and at the locations the City Representative has directed.
 - 2) The Contractor's responsibility for damage to materials purchased by the Agency subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of those materials has been taken by the Agency.

When the City Representative determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the City Representative will formally accept the Contract, and immediately upon and after the acceptance by the City Representative, the Contractor will not be required to perform any further work thereon.

c) Termination of the Contract shall not relieve the surety of its obligation for any just claims arising out of the work performed.

- d) Where Agency terminates the Contract for Agency's convenience and not due to the fault of Contractor, the total compensation to be paid to the Contractor shall be determined by the City Representative based on the following:
 - 1) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. When, in the opinion of the City Representative, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the Plans and Specifications and the excessive actual cost shall be disallowed.
 - 2) A reasonable allowance for profit on the cost of the work performed as determined under part (1) above, provided the Contractor establishes to the satisfaction of the City Representative that it is reasonably probable that the Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.
 - 3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Agency or otherwise disposed of as directed by the City Representative.
 - 4) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in conformance with the provisions in this Section 6-5, shall be open to inspection or audit by representatives of the Agency at all times after issuance of the notice that the Contract is to be terminated and for a period of 3 years, thereafter, and those records shall be retained for that period.

After acceptance of the Work by the Agency, the City Representative may make payments on the basis of interim estimates pending issuance of the final estimate in conformance with the provisions in 9-3.2 and 9-4, when, in the City Representative's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the final estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

THE PROVISIONS IN THIS SECTION 6-5 SHALL BE PHYSICALLY INCLUDED IN ALL SUBCONTRACTS.

6-6.2 Extension of Time. *DELETE in its entirety and SUBSTITUTE with the following:* The Agency may extend the time fixed for completion of the Work under the Contract from time to time. All applications for extensions of time shall be in writing and shall be

filed with the Agency before the expiration of the original time fixed in the Contract or as previously extended.

An extension of time may be granted by the Agency after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract nor effect forfeitures due to delay.

No extension of time will be granted for delays that are not on the critical path.

6-8.1 Completion. *DELETE in its entirety and SUBSTITUTE with the following:* When the Contractor considers the Work, or a designated portion of Work, if specified in the Contract Documents, is complete, the Contractor shall submit a written request to the City Representative for inspection. By submittal of such request, Contractor certifies that:

- a) Contract Documents have been reviewed by the Contractor.
- b) Work has been completed in accordance with Contract Documents and is ready for inspection.
- c) Equipment and systems have been tested, adjusted/balanced and are fully operational.

The Contractor shall submit the request a minimum of five (5) Working Days in advance of requested inspection date. Contractor shall be responsible for allowing sufficient time during the Contract period to complete inspections and make any corrections. Each day beyond the time prescribed to complete the Contract will be subject to assessment of liquidated damages in accordance with 6-9.

Should Agency Representative's inspection find Work incomplete, Agency Representative will notify the Contractor in writing, listing observed deficiencies. The Contractor shall remedy listed deficiencies immediately and send a request for final inspection. Failure of the Contractor to remedy deficiencies may, at the Agency's option, result in reinspection(s) of the work to identify additional deficiencies, if any. Agency's costs associated with reinspection(s) are subject to provisions of 6-8.2.

When the Agency confirms Work is complete and, closeout submittals, as referred to in 6-8.3 have been provided, Agency Representative will notify Contractor of date of completion on the Weekly Statement of Working Days.

ADD:

6-8.4 Reinspections. Should status of completion of Work require reinspection(s) by Agency due to failure of the Contractor to make corrections on initial inspection, Agency may deduct the amount of compensation for reinspection services from final payment to Contractor. Observed deficiencies in excess of ten (10) will be reason for reinspection.

Inspections initiated at the request of the Agency will not be subject to provisions of this Subsection.

ADD:

6-8.5 Closeout Submittals.

Contractor shall submit:

- a) Project Record Documents clearly marked with all changes to Plans within thirty (30) Calendar Days of Final Acceptance
- b) Operation and Maintenance Data
- c) Warranties and Bonds
- d) Spare Parts and Maintenance Materials, as specified
- e) Evidence of Payment and Release of Stop Payment Notices
- f) Other data and materials as may be required in the Contract Documents

6-9 LIQUIDATED DAMAGES. DELETE in its entirety and SUBSTITUTE with the

following:

Liquidated damages shall be as specified in the Contract.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

REVISE as follows:

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 General. MODIFY to ADD the following:

The Contractor shall render its machinery and equipment inoperable at all times except during actual construction. The Contractor shall be responsible for construction means, controls, techniques, sequences, procedures and construction safety.

ADD:

7-1.1.1 Equipment. Contractor shall stencil or stamp at a clearly visible location on each piece of equipment, except hand tools, an identifying number and:

- a) On compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight.
- b) On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity.

The Contractor shall submit a list describing each piece of equipment and its identifying number before commencement of the Work.

Upon request, the Contractor shall submit manufacturer's information that designates portable vehicle scale capacities.

The Contractor's measuring devices shall be tested and approved under California Test 109 in the Agency's presence or by any of the following:

- a) County Sealer of Weights and Measures
- b) Certified Scale Service Agency
- c) Division of Measurement Standards Official

7-1.2 Temporary Utility Services. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall, at its own expense, make all arrangements to furnish, install and maintain temporary water, electricity, telephone, and sanitary facilities for construction needs throughout construction period. Materials may be new or used, but must be adequate for the purposes intended, and must not violate requirements of applicable codes, specifications or standards.

The Contractor shall maintain systems to provide continuous services, modify, and extend services, as work progress requires. The Contractor shall completely remove temporary materials and equipment when construction needs can be met by use of permanent utility facilities.

The Contractor shall clean and repair damage caused by installation or use of temporary facilities, restore existing facilities used for temporary services to original or better condition, and restore permanent facilities used for temporary services to original condition.

For water, the Contractor shall:

a) Provide adequate supply of water suitable for construction usage and needs.

Water Source: Irvine Ranch Water District (IRWD)

- a) Obtain meter, inspections and approvals prior to use of existing system.
- b) Comply with IRWD requirements.

Conservation:

- a) Minimize water use whenever possible.
- b) Maintain watering equipment in good working order.
- c) Repair leaks promptly.

When necessary to maintain pressure, provide temporary pumps, tanks and compressors.

For electricity, the Contractor shall:

- a) Provide portable power plants and/or connection to existing system for construction needs.
- b) Source of existing power: Southern California Edison Company (SCE). Prior to connecting to existing system:
 - 1) Obtain permit from City of Irvine, Community Development Department for installation of temporary power pole and/or system.
 - 2) Arrange for required inspections and coordinate temporary meter installation with City and SCE.

For sanitary facilities, the Contractor shall:

- a) Furnish and maintain portable toilet units in a clean, operable and sanitary condition for use by construction personnel.
- b) Place units in conformance with applicable laws, codes and regulations.

Pay all fees and charges for applications, non-City permits and inspections, installations, temporary meters, utility usage, service charges, maintenance, removals and restoration.

Contractor shall use standard products of service companies. At Contractor's option with prior approval by the Agency, patented specialty devices may be used, when in compliance with applicable codes and service company requirements.

7-2.3 Payroll Records. MODIFY to ADD the following:

The Contractor and all its subcontractors shall submit to the City and the Labor Commissioner (Division of Labor Standards Enforcement) certified payroll records every Friday until Notice of Completion is filed and recorded.

7-3 INSURANCE.

7-3.1 General. MODIFY to ADD the following:

Without limiting Contractor's indemnification obligations, the Contractor shall not commence work until he procures and maintains, at his sole cost and for the duration of this Contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the Work in compliance with 2-3 of the Standard Specifications and Special Provisions, the Contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to 7-3.

Insurance policies shall be deemed not be in compliance if they include any limiting provision or endorsement that has not been submitted for approval in accordance with 7-3.

The Contractor's insurance shall be "occurrence" rather than "claims made" insurance, except for Professional Liability insurance, which may be for claims made and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurance coverage required for General Liability, Automobile Liability and Contractor's Pollution Liability shall contain the following provisions or be endorsed to provide the following:

The Contractor shall name as additional insured the City of Irvine, their elected officials, officers, employees, volunteers, boards and representatives shall be additional insured with regard to liability and defense of suits or claims arising out of the performance of the Contract.

Additional Insured Endorsements shall not:

- a) Be limited to "Ongoing Operations"
- b) Exclude "Contractual Liability"
- c) Restrict coverage to the "Sole" liability of contractor
- d) Contain any other exclusion contrary to the Contract

This insurance shall be primary and any other insurance, deductible, or self-insurance available to the insured added by endorsement shall be in excess of and shall not contribute with this insurance.

The Contractor shall immediately report all claims to its insurance carrier and acknowledge receipt within thirty (30) Calendar Days.

No officer, employee, or agent of the Agency, Agency Representative, the City Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

To the maximum extent permitted by law, Contractor shall hold harmless, indemnify, and defend the City of Irvine, their representatives and each of their officers, employees, and agents from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or

liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of Agency, whether or not there is concurrent active or passive negligence on the part of Agency and/or Agency Personnel, but excluding such claims or liabilities arising from the active negligence or willful misconduct of Agency or Agency Personnel. In connection therewith:

- a) Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- b) Contractor shall promptly pay any judgment rendered against Agency or any Agency Personnel for any such claims or liabilities.
- c) In the event Agency and/or any Agency Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to Agency any and all costs and expenses incurred by Agency or Agency Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees. So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Agency may be retained by the Agency until disposition has been made of such actions or claims for damages as aforesaid.

Any deductibles or self-insured retentions must be declared to and approved by Agency prior to the execution of this Contract by Agency. Prior to commencing work, the Contractor will provide the Agency, in accordance with 7-3, written confirmation of the deductible for each insurance coverage required by this contract or in the case of no deductible.

DELETE 4th paragraph and SUBSTITUTE with the following:

All policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

In lieu of this endorsement, the Contractor shall either:

- a) Submit a letter, signed by the insurance agent or broker, certifying that he/she shall notify the City should the coverage be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided; or
- b) Submit evidence that the insurance premium has been paid in full for the life of the policy.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Irvine c/o EXIGIS Risk Management Services P.O. Box 4668 - ECM #35050 New York, NY 10163-4668

The City's insurance certificate tracking services provider, EXIGIS, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

7-3.2 General Liability Insurance. DELETE the 2nd paragraph and SUBSTITUTE with the following:

General Liability (including premises, operations and mobile equipment, products and completed operations, broad form property damage including completed operations, explosion, collapse and underground hazards, contractual liability, personal injury, independent contractors' liability) with a minimum limit of Two Million (\$2,000,000) per occurrence and Four Million (\$4,000,000) annual aggregate. Minimum limit of Two Million (\$2,000,000) aggregate for products–completed operations. The general aggregate limit shall apply separately to the Contractor's work under this Contract.

Products-Completed Operations: Contractor shall procure and submit evidence of insurance in accordance with 7-3 of the Standard Specifications and these Special Provisions for a period of at least three (3) years from the time that all Work under this Contract is completed.

7-3.3 Workers' Compensation Insurance. *MODIFY to ADD the following:*

Workers' Compensation and Employer's Liability: Workers' Compensation Insurance in an amount required by the laws of the State of California (Statutory Limits). Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to Agency in writing prior to Agency's execution of this Contract. Agency and Agency Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

If Contractor is providing on-site staffing services, then the Workers' Compensation insurance shall include an Alternative Employers Endorsement.

Such insurance shall be endorsed to waive the insurer's right of Subrogation against the City and City Personnel.

7-3.4 Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

7-3.8 Self-Insurance. Self-insurance will be subject to the Agency's review and prior approval. If the Contractor uses any form of self-insurance, it shall submit:

- a) A notice of election to self-insure.
- b) The coverages for which self-insurance applies.
- c) The amount of self-insurance.
- d) Declaration under the penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines and the Contractor has sufficient funds or other resources to cover the self-insurance amounts.
- e) Copy of its commercial general liability policy and its excess policy, including the declarations page, all amendments, riders, endorsements and other modifications in effect at the time of contract execution, for those amounts not covered by self-insurance.

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the Agency of evidence of the Contractor's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the Agency with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

7-5 PERMITS. DELETE in its entirety and SUBSTITUTE with the following:

7-5 PERMITS AND LICENSES. Except as otherwise specified in the Special Provisions, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. These permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The Contractor shall maintain a copy of all permits on the site. The Contractor shall furnish the Agency with copies of permits and licenses within one (1) Working Day of obtaining them. The Contractor shall comply with all rules and regulations included in permits. Should the Contractor fail to conform to said rules and regulations, the Agency reserves the right to perform the work necessary to conform to the rules and regulations and the cost of such work will be deducted from any monies due or to become due to the Contractor.

The Contractor and all subcontractors shall obtain within five (5) Calendar Days of executing the Contract, a current City of Irvine Business License and maintain such license(s) throughout the term of the Contract.

In the event that the Agency has obtained permits, licenses or other authorizations applicable to the Work, the Contractor shall obtain a rider, pay all fees and comply with the provisions of said permits, licenses and other authorizations.

7-6 THE CONTRACTOR'S REPRESENTATIVE. DELETE the 3rd sentence in the 1st paragraph and SUBSTITUTE with the following:

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Agency Representative shall be made for any emergency work, which may be required.

ADD the following after the last sentence of the 1st paragraph:

Whenever the Contractor or his authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Agency Representative, which shall be received and obeyed by the superintendent or supervisor who may have charge of the particular work in reference to which the orders are given.

The Agency reserves the right to approve the Contractor's Superintendent. Once approved, the Superintendent shall remain on the project for the duration of the project so long as he is in the employment of the Contractor.

7-7 COOPERATION AND COLLATERAL WORK. *DELETE in its entirety* 4th *paragraph and SUBSTITUTE with the following:*

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Agency in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other constraints, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on or adjacent to the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the City Representative will decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related work, the decision of the City Representative shall be binding upon Contractors concerned. The Agency, the City Representative, the Agency Representative, and each of their officers, employees, and agents shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award of performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the City Representative respecting the order of precedence in the performance of the contracts.

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Agency, the City Representative, the Agency Representative, or their consultants on account of any damage alleged to have been so sustained, the Agency will notify the Contractor. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of the assertion of any such claims or liabilities against the Agency, the City Representative, the Agency Representative and each of their officers, employees, and agents against any such claim.

ADD:

7-7.1 Coordination. It is anticipated that work by other contractors, utility companies and City of Irvine forces will be underway adjacent to or within the limits of this project during progress of the Work on this contract.

The Contractor shall coordinate his operations with the operations of other contractors during stage construction, traffic shifts, opening of new lanes, closing of lanes, roads or ramps, detours, traffic signal facilities, shared irrigation facilities for landscaped areas and during any other operation that may affect or have influence on adjacent projects including, but not limited to, those identified in this subsection.

7-8 WORK SITE MAINTENANCE. MODIFY to ADD the Following:

Section 7-8 includes specifications for performing work site maintenance, including spill prevention and control, material management, waste management, water pollution control and nonstormwater management.

Projects are required to comply with the City of Irvine Resolution No. 07-18, which establishes requirements for recycling and diversion of construction and demolition waste.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

Linear sediment barriers must comply with 7-8.6.2 of the Standard Specifications and the Contract Special Provisions.

ADD:

7-8.1.1 Construction Cleaning. The Contractor shall:

- a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.
- c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.
- d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor shall remove waste materials, debris, vegetation, other rubbish, and nonrecyclable materials as required by the Contract Documents, and dispose of off-site in an approved disposal site or recycling center.

Unless otherwise specified in the Special Provisions, all concrete, asphalt, aggregate or sand base material, cement block, trees, shrubs, bushes, and all other recyclable material generated during cleaning, demolition, clearing and grubbing or other phases of the work is to be disposed of at appropriate recycling centers. The Contractor shall be responsible for removing reinforcing steel, wood, or other deleterious materials as required by the recycling center for acceptance of recycled materials. The Contractor shall supply proof of disposal at a recycling center. The proof of disposal shall include verification of tonnage by certified weigh masters tickets. If weigh masters tickets are not feasible, the Contractor and Agency Representative shall estimate the tonnage prior to disposal at the recycling centers.

Known recycling centers:

Ewles Materials 16081 Construction Circle West Irvine

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or Agency Representative. In any case, the Contractor shall use water or other means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the Work, or by public traffic, either inside or outside the right of way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefor.

ADD:

7-8.1.2 Final Cleaning. The Contractor shall execute cleaning prior to inspection for completion of the Work. The Contractor shall use materials which will not create hazards to health or property, and which will not damage surfaces, remove debris from and otherwise clean exposed-to-view surfaces, remove temporary protection and labels not required to remain, clean finishes free of foreign substances, remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean, clean other exterior surfaces and where applicable:

- a) Clean transparent and glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.
- b) Vacuum clean carpeted and similar soft surfaces.

- c) Clean resilient and hard surface floors.
- d) Clean surfaces of equipment; remove excess lubrication.
- e) Clean plumbing fixtures to a sanitary condition.
- f) Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
- g) Clean light fixtures and lamps.
- h) Remove waste, foreign matter, and debris from roofs, gutters, areaways, and drainage systems.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following before the 1st paragraph:

Material shown on the Plans or designated in the Special Provisions which is to be salvaged or used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations, shall be repaired or replaced by the Contractor at his expense.

ADD:

7-9.1 Preservation of Property. The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All damage done to existing improvements by the Contractor shall be repaired by him to the satisfaction of the City Representative. Where sidewalks, curbs or gutters are to be repaired, the repairs shall be made by removing and replacing the damaged section back to the nearest scoring lines.

All trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements of facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work or as good as required by the Plans and Specifications if any such objects are a part of the work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this article. It shall be the Contractor's responsibility to ascertain the existence of any underground improvement or facilities which may be subject to damage by reason of his operations.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by

the excavations or other operations connected with the performance of the Work.

Whenever any notice is required to be given by the Agency or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

7-10.4.1.2 Work Site Safety Official. MODIFY to ADD the following:

Failure by the Contractor to provide the required Work Site Safety Official shall be grounds for the Agency to direct the cessation of all work activities and operations at no cost to the Agency until the Contractor is in compliance.

ADD:

7-10.4.1.3 Emergencies. Unusual conditions may arise on the Work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the Work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from failure or partly completed work.

Whenever, in the opinion of the City Representative, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the City Representative, immediate action shall be considered necessary in order to protect public or private, personal or property interest, or prevent likely loss of human life or damage on account of the operations under the Contract, then and in that event the Agency may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the Agency Representative may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the Agency Representative, then said cost and expense will be paid by the Agency and shall thereafter be deducted from any amounts due, or which may become due to the Contractor. Failure of the Agency, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Agency.

7-10.4.2.1 General. DELETE in its entirety 2nd paragraph and SUBSTITUTE with the following:

The Contractor shall submit to the City Representative, as a condition of obtaining City issued permits and in advance of excavation, a permit from the Division of Occupational

Safety and Health pursuant to Chapter 6 (commencing with Section 6500) of Part 1 of Division 5 of the Labor Code along with a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a notice shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL/OSHA Construction Safety Orders. A copy of the plan and permit shall be submitted to the City Representative.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all local, county, state and federal laws, rules, regulations, and orders relating to safety of the public and workers.

The Contractor shall hold harmless, indemnify, and defend the Agency, the City Representative, the Agency Representative and each of their officers, employees, and agents from civil or criminal penalties resulting from a failure to comply with applicable safety laws, rules, regulations and orders. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the event of any such failure to comply with applicable safety laws, rules, regulations or orders.

The duty, if any, of the Agency Representative to conduct construction review or inspection of the Contractor's performance is not intended to include review or inspection of the adequacy of the Contractor's safety measures in, on, or near the construction site.

7-11 PATENT FEES AND ROYALTIES. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work and shall hold harmless, indemnify, and defend the Agency, the City Representative, the Agency Representative and each of their officers, employees, and agents from all claims, suits or actions of every nature for or on account of the use of any patented materials, equipment devices, or processes. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claim, suit or action.

7-13 LAWS TO BE OBSERVED. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall keep itself fully informed of all existing and future State and National laws and County and Municipal ordinances and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such order and decrees of bodies or tribunals having any jurisdiction or authority in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Agency Representative in writing.

The Contractor shall at all times observe and comply with and shall cause all its agents, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees even though such requirements may

not be specifically mentioned in the specifications or shown on the Plans, and shall hold harmless, indemnify, and defend the Agency, the City Representative, the Agency Representative and each of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its employees, its agents, or its subcontractors. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claim or liability.

As a material part of this Contract, Contractor's and subcontractors' owners and employees agree to be bound by and adhere to the Federal Department of Transportation (DOT) regulations found in Title 49 CFR 382. All Contractor's and subcontractors' owners and employees who are required to hold commercial licenses and/or who are in safety sensitive positions shall be subject to the provisions of the DOT regulations.

ADD:

7-14.1 Property Rights in Materials. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Agency.

ADD:

7-14.2 Warranty of Title. No materials, supplies or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any persons, firm, or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Agency.

The provisions of this subsection shall be physically inserted in all subcontracts and material contracts and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

ADD:

7-15 CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the Agency) 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 the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the Agency Representative, the Contractor shall at his expense properly store materials which have been partially paid for by the Agency or which have been furnished by the Agency. Such storage by the Contractor shall be on behalf of the Agency, the Agency shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the Agency.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the Agency.

ADD:

7-16 PROJECT RECORD DOCUMENTS.

7-16.1 Maintenance of Documents and Samples. The Contractor shall maintain one record copy of:

- a) Contract Drawings
- b) Specifications
- c) Addenda
- d) Change Orders and Other Modifications to the Contract
- e) Reviewed Shop Drawings, Product Data, and Samples
- f) Field Test Records
- g) Construction Schedules
- h) Manufacturer's Certificates

The Contractor shall maintain documents in clean, dry, legible condition and not used for construction purposes.

The Contractor shall keep Record Documents and samples accessible for inspection by Agency Representative. Applications for partial payment will not be approved if the Record Documents are not kept current. The Agency Representative must so verify prior to submittal of each Application for Payment.

ADD:

7-16.2 Recording. The Contractor shall record changes to the plans and discoveries of buried objects at the Work on Record Documents with red ball-point pen, label each Document "PROJECT RECORD" in large printed letters, record information concurrently with construction progress, not conceal any work until required information is recorded and legibly mark each item on Contract Drawings and Shop Drawings to record actual construction, including:

- a) Measured depths of elements in relation to fixed datum point
- b) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
- c) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction
- d) Field changes of dimension and detail
- e) Changes made by Contract modifications
- f) Details not on original Contract Drawings
- g) Previously unknown buried objects

The Contractor shall legibly mark each item to record actual construction, including:

- a) Manufacturer, Trade Name, and Catalog Number of each product actually installed, particularly optional items and substitute items
- b) Changes made by Addenda or modifications

The Contractor shall maintain other documents per requirements of individual specifications sections.

7-16.3 Submittals. At Contract closeout the Contractor shall deliver Record Documents and samples as specified in 7-16.1. Request for final payment will not be approved until all Record Documents have been delivered.

The submittals shall be transmitted with cover letter with signature of Contractor or authorized representative, listing date, project title and number and number and title of each Record document.

SECTION 9 - MEASUREMENT AND PAYMENT

REVISE as follows:

9-3 PAYMENT.

9-3.1 General. ADD the following at the end of the 2nd paragraph:

The cost of items of work not listed in the "Schedule of Work and Prices" in the Bidders Proposal shall be considered to be included in the cost of the other work that is listed and no additional compensation will be allowed therefor.

When an item of work is designated as (F) or (S-F) in the "Schedule of Work and Prices", the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the City Representative, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be revised in the amount represented by the the item will be revised in the amount represented by the the item will be revised. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the tem of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the "Schedule of Work and Prices" shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the Plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the "Schedule of Work and Prices" for a final pay item and the quantity or summation of quantities for the same item shown on the Plans, payment will be based on the quantity shown in the "Schedule of Work and Prices."

ADD:

9-3.1.1 Application for Payment. The Contractor shall use the City of Irvine Certified Invoice for Progress Payment Form; furnished to the Contractor.

The Contractor shall type the required information, follow the schedule of work and bid prices in accepted Bidder's proposal for unit price contract, execute certification by signature of an authorized officer, use data on accepted Schedule of Values for lump sum work, provide dollar value in each column for each line item for portion of work performed, list each authorized Change Order number and dollar amount and adjusted Contract Price, and obtain the Agency Representative concurrence on invoiced amounts prior to submittal for payment.

The Contractor shall follow the following submittal procedures: Submit original and one (1) copy of each Application for Payment at times stipulated in 9-3.2; submit under transmittal letter; include submittal date, project title and number and submit updated Progress Schedule with Application for verification of progress. Incomplete application for payment will be rejected.

When Agency Representative requires substantiating information, the Contractor shall submit data justifying line item amounts in question.

The Contractor shall provide one copy of data with cover letter for each copy of submittal, show application number and date, and line item by number and description.

9-3.2 Partial and Final Payment. *DELETE in their entirety* 1st and 2nd paragraphs and SUBSTITUTE with the following:

Payment for services will be made monthly on approved invoices, with payment terms of net thirty (30) days upon receipt of invoice. The Contractor shall submit invoices within fifteen (15) days from the end of each month on the form (Certified Invoice For Progress Payment) provided by the Agency. This estimate shall include the value of the total amount of the work completed by the Contractor during the calendar month previous to that in which the estimate is made.

When the Work has been completed to the satisfaction of the City Representative, the Contractor shall make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the Contract and shall certify to the Agency the amount of the final estimate. If the Agency finds the Work has been completed according to the Contract, the Agency will accept the work, will file a notice of completion, and will pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the Contract and upon receiving signed unconditional releases upon final payment from all subcontractors and material suppliers. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The project retention release will not be due and payable until the expiration of the 60 days from the date of filing a notice of completion of the Work by the Agency.

Interest penalties are not required on payment delays due to disagreement between the Agency and Contractor over the payment amount or other issues involving contract compliance.

It is mutually agreed between the parties to the Contract that no certificate given or payment made under the Contract shall be conclusive evidence of performance of the Contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment and acceptance of the final amount due under the Contract shall release the Agency, the Agency Representative, the City Representative, and their consultants from any and all claims or liability arising out of the Contract.

ADD:

9-3.2.1 Agency's Right to Withhold Certain Amounts and Make Application

Thereof. In addition to the amount which the Agency may retain under the above article on progress payments, the Agency may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in the Agency's judgment may be necessary to cover:

- a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the Work on the project under this Contract.
- b) Estimated or actual costs for correcting defective work not remedied.
- c) Amounts claimed by the Agency as forfeiture due to delay or other offsets.
- d) Any other amounts the Agency is authorized to withhold under the Contract Documents or under applicable law.

The Agency may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing, the Agency shall be deemed the agent of the Contractor and any payments so made by the Agency shall be considered as a payment made under the Contract by the Agency to the Contractor, and the Agency shall not be liable to the

Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Agency will render to the Contractor a prior account of such funds disbursed in behalf of the Contractor.

ADD:

9-3.2.2 Substitution of Securities. Upon the Contractor's request, the Agency will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 22300 if the Contractor deposits in escrow with a bank acceptable to the Agency, securities eligible for the investment of State funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- a) The Contractor shall bear the expense of the Agency and the Escrow Agent in connection with the escrow deposit made.
- b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- c) The Contractor shall enter into an escrow agreement satisfactory to the Agency, such agreement shall include provisions governing inter alia;
 - 1) The amount of securities to be deposited,
 - 2) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - Conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to, termination of the Contractor's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract,
 - 4) Decrease in value of securities on deposit, and
 - 5) The termination of the escrow upon completion of the Contract.
- d) The Contractor shall obtain the written consent of the surety of such agreement.

9-3.4 Mobilization *DELETE in its entirety and SUBSTITUTE with the following:*

9-3.4.1 General. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other

work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site.

Mobilization shall also include the cost, time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and all other related work as required for all non-working days during the course of construction. Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as its agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from Agency's Representative.

9-3.4.2 Measurement and Payment. Mobilization is eligible for partial payment if the Contract includes a bid item for mobilization. Payment for **Mobilization** shall be per the **Lump-Sum (LS)** price bid and shall include obtaining and paying for all permits and business licenses as required from the City of Irvine, State of California and other agencies. The City of Irvine will waive its permit fee. The Contractor shall comply with the requirements specified by each license or permit. No payment for Mobilization will be made until the Contractor's Construction Schedule has been submitted, reviewed and accepted and is current. Progress payments for this item shall be paid in accordance with the percentage completion of the project, and shall include the costs of such mobilization and administration for the entire contract period including construction schedule as specified in these specifications. Payments shall be made upon the basis of the following:

- a) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more of the original contract amount, 50 percent of the contract item price for mobilization or 5 percent of the original contract amount, whichever is the lesser, will be included in the estimate for payment.
- b) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent or more of the original contract amount, the total amount earned for mobilization shall be 75 percent of the contract item price for mobilization or 7.5 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- c) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent or more of the original contract amount, the total amount earned for mobilization shall be 95 percent of the contract item price for mobilization or 9.5 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- d) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent or more of the original contract amount, the total amount earned for mobilization shall be 100 percent of the contract item price for mobilization or 10 percent of the original contract amount,

whichever is the lesser, and that amount will be included in the estimate for payment.

e) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount shall be paid.

ADD:

9-4 RESOLUTION OF CONSTRUCTION CLAIMS. Any claims submitted by the Contractor against the Agency for Work covered by this Contract in the amount of \$375,000 or less shall be subject to the procedures specified in Public Contract Code § 20104, *et seq*.

ADD:

9-5 PROMPT PAYMENT. In addition to requirements specified elsewhere, the following shall also apply: Subsection (f) of Section 20104.50 of the Public Contract Code, Article 1.7 of Part 3 of Division 2.

ARTICLE 1.7

§ 20104.50 Timely progress payments; legislative intent; interest; payment requests:

- a) It is the intent of the Legislature in enacting this section to require all local governments to pay their Contractors on time so that these Contractors can meet their obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is instead a matter of statewide concern.
- b) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- c) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- d) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
 - 1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request in not proper.
- e) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days

by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subsection (c).

- f) For purposes of this article:
 - 1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - 2) A "progress payment" includes all payments due Contractors, except that portion of the final payment designated by the Contract as retention earnings.
 - 3) A payment request shall be considered properly executed if funds are available for payment for the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- g) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

REVISE as follows:

600-2 VEHICULAR ACCESS. DELETE in its entirety and SUBSTITUTE with the following:

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

Safe, adequate, continuous and unobstructed vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, bus stops, hospitals, etc., unless otherwise approved by the City Representative.

During non-working hours or when work is not scheduled, all roadway lanes shall be returned to their full traffic use by backfilling and paving open trenches unless otherwise approved by the City Representative. At the end of the workday, the Contractor shall remove all Traffic Control Devices not in use.

The Contractor shall replace vehicle loop detectors damaged by the Contractor's operations, at its own expense within 24 hours of the damage. The Contractor shall replace existing loop detectors, shown on the plans to be replaced, within 24 hours from when they are removed from service.

Should the Contractor fail to replace the vehicle loop detectors within 24 hours from when they are damaged or removed from service, or the installed signal loops are not functional, the Agency, at its option and at the Contractor's sole cost and expense, may install such temporary detection methods as may be necessary. The Agency will deduct cost of such work from any monies due the Contractor. Failure of the Agency, however, to install such temporary detection methods, shall not relieve the Contractor of his full responsibility for public safety per 7-10 of the Standard Specifications and the Special Provisions.

If the Contractor proposes temporary alternate detection methods, video or wireless, the Contractor shall provide submittals of the alternate methods for acceptance by the City Representative in accordance with 2-5.3 of the Standard Specifications and the Special Provisions. The cost for providing all temporary detection methods shall be as included in the various items of Work and no additional compensation will be allowed therefor.

600-3 PEDESTRIAN ACCESS. DELETE in its entirety and SUBSTITUTE with the following:

Safe, adequate, continuous and unobstructed pedestrian access shall be maintained to sidewalks, cross walks, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, etc.,

unless other arrangements satisfactory to the Agency have been made by the Contractor and accepted by the Agency. Pedestrian access and paths shall meet federal, state and Agency ADA requirements.

ADD:

600-4 CONSTRUCTION PARKING CONTROL. The Contractor shall control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, owners operations, or construction operations, and monitor parking or construction personnel private vehicles by maintaining free vehicular access to and through parking areas and prohibit parking on or adjacent to access roads, or in non-designated areas.

ADD:

600-5 SITE ACCESS. When entering or leaving roadways carrying public traffic, contractors' equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall comply with the following City of Irvine truck route restrictions:

DESIGNATED TRUCK ROUTES - ORD. NO. 92-09

q) Santa Ana Fwy. (I-5)

	Name of Street	Portion Designated
a)	Alton Parkway	Sand Canyon Avenue to Irvine Boulevard
b)	Bake Parkway	Rockfield Boulevard to easterly City limit
c)	Barranca Parkway	Red Hill Avenue to Jamboree Road
d)	Campus Drive	Jamboree Road to MacArthur Boulevard
e)	Irvine Boulevard	Culver Drive to Jeffrey Road
f)	Irvine Boulevard	Alton Parkway to easterly City limit
g)	Jamboree Road	Warner Avenue to MacArthur Boulevard
h)	Laguna Canyon Road	Alton Parkway to State Route 133
i)	Laguna Freeway (133)	
j)	MacArthur Boulevard	Daimler Street. to Campus Drive
k)	MacArthur Boulevard	Jamboree Road to Ford Road
I)	Main Street	Jamboree Road to westerly City limit
m)	Red Hill Avenue	Barranca Parkway to San Diego Fwy. (I-405)
n)	Rockfield Boulevard	Bake Parkway to easterly City limit
o)	Sand Canyon Avenue	San Diego Fwy. (I-405) to northerly City limit
p)	San Diego Fwy. (I-405)	

RESTRICTED ROUTES, SEVEN TON (14,000 POUNDS) GROSS WEIGHT - ORD. NOS. 92-09 AND 98-16

	Name of Street	Portion Designated
a)	Campus Drive	Jamboree Road to University Drive

b)	Culver Drive	Santa Ana Fwy. (I-5) to northerly City limit
c)	Jeffrey Road	Irvine Center Drive to Santa Ana Fwy. (I-5)
d)	Jeronimo Road	Goodyear to 400 feet westerly of Bake Pkwy.
e)	Toledo Way	Goodyear to 400 feet westerly of Bake Pkwy.
f)	Trabuco Road	400 feet easterly of the northbound Santa Ana Freeway off-ramp near Culver Drive and the easterly City limits
g)	Walnut Avenue	Harvard Avenue to Culver Drive
h)	Harvard Avenue	Walnut Avenue to Irvine Center Drive

THREE TON (6,000 POUNDS) GROSS WEIGHT - ORD. NO. 92-09

	Name of Street	Portion Designated
a)	Bonita Canyon Road/Shady Canyon	Newport Coast Drive to Sunnyhill
b)	Culver Drive	Michelson Drive to Bonita Canyon Road
c)	University Drive	Ridgeline Drive to Harvard Avenue

SECTION 601 – WORK AREA TRAFFIC CONTROL

REVISE as follows:

601-1 GENERAL. *DELETE in its entirety and SUBSTITUTE with the following:* The Contractor shall provide and maintain all construction area traffic controls in accordance with Part 6 of the Standard Specifications, the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD), and Work Area Traffic Control Handbook (WATCH), and these Special Provisions.

Portable delineators (traffic cones are not allowed) which conform to the current CA MUTCD shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet. The minimum lane transitions shall be a 50 to 1 taper unless otherwise shown on the plans. Double base delineators will be required.

If the portable delineators are damaged, displaced or are not in an upright position, from any cause, said portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the Agency's Representative. The Contractor shall also provide temporary traffic delineation per 602 at the conclusion of each working day, if not sooner, as directed by the Agency's Representative, for any centerline, painted median or lane line which is obliterated by construction.

The Contractor shall provide temporary delineation as directed/accepted. Temporary delineation shall include removal of conflicting markings by accepted means; installation and removal of temporary centerlines or lane lines, detour signing, barricading; and replacement of traffic lines and markings in their proper locations upon termination of the detour. Conflicting existing and temporary striping, as required for traffic control during construction, shall be removed by the Contractor by methods accepted by the City Representative. Blacking out the pavement will not be allowed. Temporary reflective striping tape may be used, except that it shall not be applied to final asphalt surfaces. Tape shall be removed from temporary surfaces prior to placement of additional asphalt.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the Agency's Representative, names and telephone numbers of three persons responsible for this emergency service. In the event the Contractor does not promptly respond when notified, the Agency may make corrections at Contractor's expense.

Each workday, the Contractor shall ensure traffic control is in place prior to starting construction.

Should the Contractor appear, in the opinion of the City Representative, to be lacking in providing adequate warning devices and protective measures as above provided, the City Representative may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at his/her expense. Should the City Representative point out the inadequacy of warning and protective measures, such action on the part of the City Representative

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shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

The Contractor shall notify local Police and Fire Departments of its intent to begin work at each location at least ten (10) days before work is to begin. The Contractor shall cooperate with local authorities relative to handling traffic through the area. The Contractor shall also coordinate with OCTA to ensure the safe operation of buses and access to bus stops in the construction area.

No work that interferes with public traffic shall be performed except during the hours specified for lane closures 601-6.6.

Existing traffic loop detector replacement shall be required as necessary such that no traffic signal loop is out of operation at the end of the workday. The cost for providing all temporary traffic signal loop detectors shall be included into the various related items of work and no additional compensation will be allowed; this includes traffic signal loop detectors damaged by the Contractor's operations not designated for replacement in the contract plans.

Areas requiring edge cold mill shall be cold milled not more than three (3) Calendar Days prior to AC paving. Areas requiring digouts shall be repaved and open for traffic at the end of the same day.

The Contractor shall maintain access to all driveways at all times.

601-3 PAYMENT. MODIFY to ADD the following:

The contract Lump Sum price paid for **Traffic Control and Public Convenience** includes full compensation for furnishing all labor, materials, tools, equipment and doing all the work involved in all temporary traffic control related work involving placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of traffic control system, complete in place, temporary Asphalt Concrete including installation and removal; all associated temporary signing and striping; flashing arrow signs; flagging and/or flagger costs; and project notifications, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the City Representative.

ADD:

601-4 STREET CLOSURE, DETOURS, BARRICADES. Unless shown on the plans, no street closure shall be allowed.

The Contractor shall construct the proposed improvements to minimize public inconvenience. The Contractor shall provide ADA accessible pedestrian detours around construction areas.

The Contractor shall have all Traffic Control Devices properly installed prior to commencing construction and shall maintain these devices to ensure proper flow and safety of traffic while working in the street.

The contractor shall be responsible for any additional Traffic Control Devices deemed necessary by the City Representative to assure public safety at all times.

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ADD:

601-5 STORAGE OF EQUIPMENT. Unless otherwise authorized in writing by the City Representative, construction materials may not be stored in streets, roads, or highways beyond the end of each Working Day. No equipment shall be stored within limits of the acquired temporary construction easements at any time.

Construction equipment shall not be stored at the work site before its actual use on the Work nor for more than two (2) Calendar Days after it is no longer needed on the Work. Time necessary for repair or assembly of equipment may be authorized by the Agency.

Excavated materials, except that which is to be used as backfill in the adjacent trench, may not be stored in public streets, roads, temporary construction easements, or highway unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

The Contractor shall submit an equipment-staging plan for approval by the City Representative. The plan shall address the use of private property for the staging, unloading, loading, and storing of equipment. The Contractor shall obtain an agreement from private property owners prior to the start of the project. The agreement shall release and hold the Agency, the City Representative, the Agency Representative and their consultants harmless from claims for damages. Failure to file a plan or obtain written approval from private property owners is considered a breach of Contract and subject to all remedies and enforcement procedures specified in the Contract Documents.

ADD:

601-6 TRAFFIC REGULATIONS.

601-6.1 General. Furnish, install and maintain Traffic Control Devices, equipment, materials, and other safeguards to provide safe and effective work areas, and to warn, control, protect and expedite vehicular and pedestrian traffic.

On daily basis, remove temporary traffic delineation, signage and other devices when no longer required. Restore areas to original or to specified conditions.

601-6.2 Related Requirements. Traffic control work and Traffic Control Devices for construction shall conform to the latest edition of:

- a) CA MUTCD
- b) Work Area Traffic Control Handbook (WATCH manual)
- c) Standard Specifications
- d) O.S.H.A. requirements
- e) California Vehicle Code

601-6.3 Construction Area Signs. The Contractor shall:

a) Use only signs that conform to the dimension, color, legend, reflectorization and lighting requirements of the current WATCH, CA MUTCD and the Contract Documents.

- b) All sign panels shall be the product of a commercial sign manufacturer, but need not be new. Used sign panels clean and in good repair, as determined by the Agency Representative, may be used.
- c) Sign panels for portable signs may be metal, cotton drill fabric, flexible industrial nylon fabric or other approved fabric.
- d) Temporary stop signs shall have a minimum clearance of seven (7) ft. from bottom of sign to existing ground or pavement.
- e) Further requirements as discussed in the Contract Documents.

601-6.4 Flaggers. The Contractor shall provide flaggers as deemed necessary by the City Representative to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, and employ only flaggers trained in flagging fundamentals and procedures referred to in the "Flagger Handbook" available on the Internet at the following web site: <u>http://www.dot.ca.gov/hq/construc/flagging/flagging_handbook.pdf</u>.

Payment for flagging is considered as included in the various items of work and no additional compensation will be allowed therefor.

601-6.5 Temporary Closure of Existing Traffic Lanes. Unless the traffic control, working hours and lane requirements are modified in the Special Provisions, the following requirements shall be followed:

- a) When permitted by the City Representative, one (1) lane on each roadway adjacent to the working area may be closed to public traffic. Use of reflective or lighted traffic delineators to direct traffic away from excavations or other obstructions will be considered as a lane closure.
- b) A minimum of one (1) lane of traffic, twelve (12) feet wide, fourteen (14) feet wide if a lane is adjacent to an outside curb, in each direction, shall be maintained through the work area at all times.
- c) A minimum of two (2) lanes of traffic, each being twelve (12) feet wide, fourteen (14) feet wide if a lane is adjacent to an outside curb, in each direction, shall be maintained through the work area at all times when the work area is within a major arterial highway unless otherwise approved.
- d) When work is in progress within three (3) feet of a lane being used by public traffic, Contractor shall close the lane adjacent to the work. Reflective or lighted traffic delineators shall be placed to direct public traffic around the construction area in accordance with the requirements of this section. During non-working hours or when work is not in progress, position and maintain reflective traffic delineators in the 1 to 1-1/2 foot width of the existing traffic lane adjacent to the work.
- e) On roads open to public travel, temporary lane closures are limited between the hours of 9:00 a.m. and 3:00 p.m. Closures of roads on Sundays, holidays, or between the hours of 3:00 p.m. and 9:00 a.m. are prohibited unless otherwise approved by the City Representative.

All Traffic Control Devices used between dusk and 6:00 a.m. shall be lighted or reflectorized. Agency approved arrow board(s) shall be used to direct public traffic on all roads.

Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed.

601-6.6 Lane Requirements/Working Hours.

Working Hours: Monday through Friday: 7:00 a.m. to 7:00 p.m. Saturday: 9:00 a.m. to 6:00 p.m. Sunday: No work permitted Legal holidays: No work permitted

Work requiring lane closures or any possible traffic signal malfunction that could impact the flow of traffic may be in progress during the following hours: Monday through Friday: 9:00 a.m. to 3:00 p.m. Saturday: 9:00 a.m. to 3:00 p.m. Sunday: No work permitted Legal holidays: No work permitted

Lane closures are permitted and will only occur with the prior written approval of the City Representative. Night work may, or may not, be approved on a case by case basis, scheduled and approved by the City Representative.

601-6.7 Closure Schedule. The City Representative shall be provided a list of any street lane closures, ramp closures, trail closures, sidewalk closures or detours for review and acceptance at least three (3) weeks advance of the closure.

Contractor shall submit a written schedule of planned closures utilizing the closure schedule request form, furnished by the City Representative. The closure schedule shall show the number of lanes, locations and times of the proposed closures, a precise description of work to be performed. Closure schedules submitted to the City Representative with incomplete or inaccurate information will be rejected and returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Upon approval of the closure schedule by the City Representative and at least three (3) Working Days in advance of closing a lane, the Contractor shall notify the Police, Fire, Orange County Transportation Authority (OCTA) bus service, the Agency Representative and all other affected jurisdictional agencies, and comply with their requirements.

Closure schedule amendments, including adding additional closures, shall be submitted by noon to the City Representative, in writing, at least five (5) Working Days in advance of a planned closure. Approval of closure schedule amendments will be at the discretion of the City Representative.

The City Representative, the Police, Fire, Orange County Transportation Authority (OCTA) bus service, and all other affected jurisdictional agencies shall be notified of cancelled closures two (2) Working Days before the date of closure.

Closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the City Representative.

601-6.8 Late Reopening of Closures and Required Contingency Plan. If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in 6-3 of the Special Provisions. No further closures shall to be made until the City Representative has accepted a contingency plan, submitted by the Contractor that will ensure future closures will be reopened to public traffic at the specified time. A detailed contingency plan shall be prepared and submitted to the City Representative within one business day of the City Representative's request. The City Representative will have two (2) Working Days to accept or reject the Contractor's proposed contingency plan. The Contractor will not be entitled to compensation for the suspension of work resulting from the late reopening of closures.

601-6.9 Compensation. The City Representative shall be notified of delays in the Contractor's operations due to the following conditions:

- a) The Contractor's proposed closure schedule is denied and his planned closures are within the time frame allowed for closures in the Special Provisions, except that the Contractor will not be entitled to compensation for amendments requested by the Contractor to the closure schedule that are not approved.
- b) The Contractor is denied a confirmed closure.

If, in the opinion of the City Representative, the Contractor's controlling operation is delayed or interfered with by reason of these conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay and will be compensated in conformance with the provisions in 2-8 of the Standard Specifications and the Special Provisions.

Should the City Representative direct the Contractor to remove a closure before the time designated in the approved closure schedule, delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay and compensation for the delay will be determined in conformance with the provisions in 2-8 of the Standard Specifications and these Provisions.

601-10 AUTHORITY OF AGENCY REPRESENTATIVE. Provisions of this section may be modified or altered if, in the opinion of the Agency Representative, public traffic will be better served and work expedited.

601-10.1 Execution. The Contractor shall field check all temporary traffic control signs, barricades, and other devices at least three (3) times every day, including Saturdays, Sundays and holidays to insure their proper maintenance and conformance to the Contract Documents and detailed instructions by the Agency Representative.

Should Contractor fail to properly place and/or maintain delineated lane closures or work areas, the Agency, at its option and at Contractor's sole cost and expense, may place delineation, barricades, or other devices, as may be necessary, to protect the public. Agency may in its discretion withhold the cost of such work from any monies due the Contractor at an amount equal to the rates shown below:

Delineation

Delineator	\$2.00/day plus-labor & equipment
Lighted Barricade	\$5.00/day plus-labor & equipment
8 Foot Wood Barricade	\$7.50/day plus-labor & equipment
Temporary Signs	\$25.00/day plus-labor & equipment
Type III Barricade	\$10.00/day plus-labor & equipment

Labor (2 Hour Minimum) - Regular Time	
Lead Street Maintenance Technician	\$52.88
Street Maintenance Technician	\$40.82
Equipment Operator I	\$46.14
Equipment Operator II	\$49.74
Street Maintenance Supervisor	\$62.99
Street Superintendent	\$79.80
Equipment	
Arrow Board	\$15.00/hour
Pickup	\$10.00/hour
Sweeper	\$45.00/hour
5-Yard Dump	\$25.00/hour
Loader	\$25.00/hour
Water Truck	\$25.00/hour
1-Ton Truck	\$10.00/hour

Agency shall have no obligation to Contractor with respect to Agency's decision whether or not to exercise Agency's options pursuant to this subsection.

601-12 FLASHING ARROW SIGNS. Flashing arrow sign shall be mounted on a truck or on a trailer and shall be capable of operating while the vehicle is moving or as directed by the City Representative. Signs mounted on the cab of a truck shall be mounted to provide a minimum of 7 feet between the bottom of the sign and the roadway. Signs mounted on a trailer, or on anything other than the cab of a truck, shall be mounted to provide a minimum of 8 feet between the bottom of the sign and the roadway.

The total weight of trailer mounted flashing arrow sign including the trailer, sign, power source and other components shall not exceed 1,500 pounds and the height of the level trailer bed shall be no higher than 21 inches above the roadway. The trailer shall be equipped with a minimum of 3 leveling jacks.

Electrical energy to operate the sign shall be obtained from the vehicle on which the sign is mounted. The supply of electrical energy shall be capable of operating the sign in the manner specified. The electronic circuitry shall provide between 30 and 45 complete operating cycles of the sign per minute in each of the modes specified.

Alternative types of lamps may be used in flashing arrow signs if visibility is equal to the specified lamps. Each type AX flashing arrow sign shall be a minimum of 2 feet high and 4 feet wide, and shall be furnished with flat black enamel. A minimum of 13 No. 4414AX 12-volt, yellow or amber lamps shall be installed in the panel. The lamp configuration shall be for 3 arrowheads or an arrow shaft with 2 arrowheads, one pointing in each direction on the face of the sign with a minimum of 5 lamps forming each arrowhead. Each lamp shall be provided with a visor.

The lamp shall be activated by a switch on a control panel and shall be controlled by electronic circuitry to provide a minimum of 4 selectable modes of operation as follows:

Pass Left Mode - Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the left or a flashing left arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.

Pass Right Mode - Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the right or a flashing right arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.

Simultaneous Mode - Either the outside arrowheads pointing in opposite directions are continuously illuminated, except for the center lamp forming each arrowhead, while the arrow shaft lamps flash on and off simultaneously or the outside arrowhead pointing in opposite directions and the arrow shaft lamps all flash simultaneously to indicate passing on either side.

Travel Mode - Travel or caution mode shall flash in a manner not resembling any other mode.

Full compensation for conforming to the requirements of this section shall be considered as part of Bid Item **Traffic Control and Public Convenience** and no additional compensation will be allowed therefor.

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 700 – MATERIALS

REVISE as follows:

700-1 GENERAL. After last paragraph, ADD the following:

The City maintains a Traffic Signal Qualified Product List (QPL).

Requests for substitutions shall be in accordance with subsection 4-1.6 "Trade Names or Equals" of the Standard Specifications and these Special Provisions.

In addition to the requirements of the Plans, Specifications, and Special Provisions, components shall conform, where applicable, to the following:

- a) NEMA
- b) UL
- c) EIA
- d) RUS
- e) Aluminum Association Publication 30
- f) ANSI
- g) AASHTO "Standard Specification for Structural Support for Highway Signs, Luminaires and Traffic Signals"
- h) ETL
- i) IEEE
- j) IMSA
- k) MIL SPEC
- I) AWS D1.1 "Structural Welding Code"
- m) FCC
- n) California Administrative Code, Title 8, Chapter 4, Subchapter 5
- o) NEC
- p) The State Standard Specifications and State Standard Plans
- q) The CA MUTCD (latest edition)

700-5.3 Conductors and Cable.

REVISE as follows:

700-5.3.1 General.

Circuit	Signal Phase Or	Insulatior	n Colors	Band	Size	
	Function	Base	Stripe	Symbols		
Sign Lighting	Ungrounded Line	Orange	White	NBR	14	
Grounded and Common	Sign Lighting	White	Orange	NBR	14	

TABLE 700-5.3.1 REVISE the following:

ADD:

700-6 PRE-QUALIFIED MATERIALS AND EQUIPMENT. Materials and equipment listed in Table 209-6(A) have been pre-qualified for use in the City of Irvine. Where no specific make is specified, or to determine the standards for equivalency, refer to the Irvine Technical Provisions specified in the reference column.

TABLE 209—6(A) Pre-Qualified Materials and Equipment

Material Type	Make	Model	Reference
Internally Illuminated Street Name Signs (IISNS):		700-5.11	
Edge Lit System	Illumecon	FEL1072 for 6' FEL 1096 for 8'	
Luminaires/Safety Light:			700-4.4
	Leotek	EC3-10M-MV-NW-3-GY- 700-WL	

SECTION 701 – CONSTRUCTION

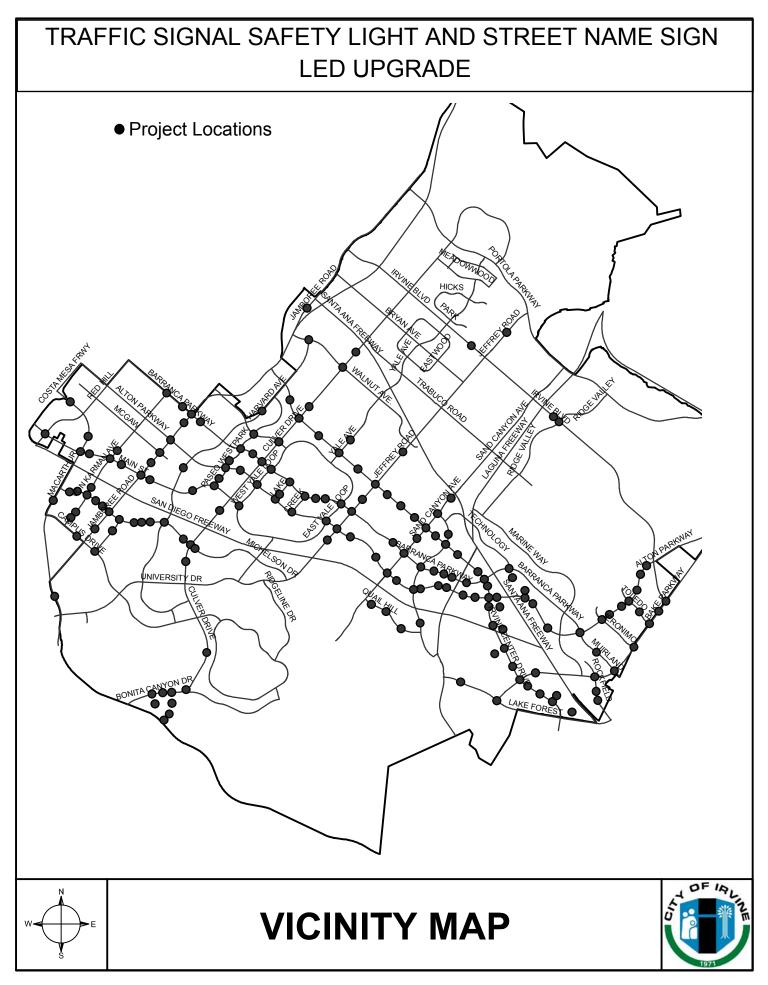
701-1 GENERAL. ADD the following:

2015 State Standard Specifications and State Standard Plans

2015 CA MUTCD

2016 City of Irvine Standard Plans and Design Manuals Section 104

Contractor shall comply with the Public Works Department, Integrated Pest Management Program (Appendix B) attached hereto, whenever the use of pesticides is applicable and necessary while completing any work in this contract.



APPENDIX A

Count	ID	Primary	Secondary	SL Head	IISNS	Notes
1		ALTON PKWY	ADA	01 11044		
2		ALTON PKWY	TECHNOLOGY DR E			
3		ALTON PKWY	TECHNOLOGY DR W	1 1		
4		ALTON PKWY	IRVINE CENTER DR			
5		ALTON PKWY	GATEWAY			
6		ALTON PKWY	PASEO WESTPARK			
7		ALTON PKWY	FAIRBANKS	1 1		
8		ALTON PKWY	W YALE LP	1 1		
9		ALTON PKWY	JEFFREY RD			
10		ALTON PKWY	CREEK	1 1		
11		ALTON PKWY	LAKE	1 1		
12		ALTON PKWY	E YALE LP			
13		ALTON PKWY	JERONIMO RD			
14		ALTON PKWY	MUIRLANDS BLVD			
15		ALTON PKWY	TOLEDO WAY			
16		ALTON PKWY	BERTEA			
17		ALTON PKWY	SAND CANYON AVE	+ +		
18		ALTON PKWY	LAGUNA CANYON RD	+ +		
19	-	ALTON PKWY	FOSTER			
20		ALTON PKWY	SAN MARINO			
21		ALTON PKWY	BANTING	1 1		
22		ALTON PKWY	HUGHES			
23		ALTON PKWY	PACIFICA			
24		ALTON PKWY	HOAG IRVINE			
25		ALTON PKWY	TELEMETRY	1 1		
26		ALTON PKWY	MORGAN			
27		ALTON PKWY	JENNER			
28		ALTON PKWY	ROYAL OAK			
29		ALTON PKWY	VALLEY OAK			
30		ALTON PKWY	MERIDIAN			
31		ANGELL ST	MICHELSON DR			
32		ANTIVO	GITANO			
33		BAKE PKWY	LAKE FOREST DR			
34		BAKE PKWY	ROCKFIELD BLVD			
35	8133	BAKE PKWY	MUIRLANDS BLVD			
36		BAKE PKWY	IRVINE BLVD			
37	8228	BAKE PKWY	CROMWELL			
38		BAKE PKWY	TOLEDO WAY			
39	8230	BAKE PKWY	JERONIMO RD			
40		BAKE PKWY	RESEARCH DR			
41	8074	BARRANCA PKWY	W YALE LP			
42	8075	BARRANCA PKWY	LAKE			
43	8076	BARRANCA PKWY	CREEK			
44	8077	BARRANCA PKWY	E YALE LP			
45	8088	BARRANCA PKWY	VON KARMAN AVE			
46	8089	BARRANCA PKWY	JEFFREY RD			
47	8135	BARRANCA PKWY	CONSTRUCTION S			
48	8142	BARRANCA PKWY	SANTA ROSA			
49	8158	BARRANCA PKWY	PASEO WESTPARK			
50	8168	BARRANCA PKWY	LYON			
51	8196	BARRANCA PKWY	PACIFICA			
52	8199	BARRANCA PKWY	LAGUNA CANYON RD			
53	8245	BARRANCA PKWY	FED EX			

55 8312 BARRANCA PKWY VALLEY OAK 56 8305 BARRANCA PKWY MODDRIDGE SQUARE 57 8933 BARRANCA PKWY MILLIKAN 58 8233 BONITA CANYON DR NEWPORT COAST DR 58 8330 BONITA CANYON DR NEWPORT COAST DR 58 8331 BONITA CANYON DR NEWPORT COAST DR 68 8332 CAMPUS DR CARLSON AVE 68 8331 CAMPUS DR CRESON AVE 68 8322 CARLSON AVE PALATINE 64 8026 CULVER DR MCHELSON DR 65 8032 CULVER DR WARNER AVE PARANCA PKWY 68 8032 CULVER DR SANDEWRG WAY PARANCA PKWY 70 8044 CULVER DR SANDEWRG WAY PARANCA PKWY 71 8045 CULVER DR SANDEWRG WAY PARANCA PKWY 71 8041 CULVER DR SANDEWRG WAY PARANCA PKWY 72 8451 CULVER DR <td< th=""><th></th><th></th><th></th><th></th><th> </th></td<>					
56 8385 BARRANCA PKWY WOODBRIDGE SQUARE 57 8583 BARRANCA PKWY MULIKAN 58 8233 BONITA CANYON DR NEWPORT COAST DR 58 8336 BONITA CANYON DR TURTLE RIDGE DR 68 8331 BONITA CANYON DR MARINERS CHURCH 68 8332 CAMPUS DR TELLER AVE 68 8332 CAMPUS DR TELLER AVE 63 8322 CALVER DR BARRANCA PKWY 64 8026 CULVER DR MARANER AVE 68 8020 CULVER DR WANDUT AVE 68 8030 CULVER DR WANDUT AVE 68 8043 CULVER DR SANDBURG WAY 70 8044 CULVER DR SANDBURG WAY 71 8040 CULVER DR SANDBURG WAY 72 8043 CULVER DR SANDBURG WAY 73 8044 CULVER DR SANDBURG WAY 74 8040 CULVER DR SANDBURG WAY <tr< td=""><td>54</td><td></td><td></td><td>BANTING</td><td></td></tr<>	54			BANTING	
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59 3330 BONITA CANYON DR TWATLE RIDGE DR	57	8593	BARRANCA PKWY	MILLIKAN	
60 8331 BONTA CANYON DR MARINERS CHURCH 61 8332 CAMPUS DR CARLSON AVE	58	8233	BONITA CANYON DR	NEWPORT COAST DR	
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	107	8065	JAMBOREE RD	BARRANCA PKWY	

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108		JAMBOREE RD	ALTON PKWY		
109		JAMBOREE RD	MCGAW AVE		
110		JAMBOREE RD	KELVIN AVE		
111		JAMBOREE RD	DUPONT DR		
112	8226	JAMBOREE RD	BECKMAN AVE		
113	8171	JEFFREY RD	MEADOWS		
114	8244	JEFFREY RD	QUAILCREEK		
115	8324	JEFFREY RD	IRVINE VALLEY		
116	8712	JEFFREY RD	ENCORE		
117	8321	LAGUNA CANYON RD	DISCOVERY		
118	8386	LAGUNA CANYON RD	LIMESTONE		
119	8221	LAKE	GREG COPS PL		
120	9116	LAKE FOREST DR	ROMANO		
121	8059	MAC ARTHUR BLVD	FITCH		
122	8096	MAC ARTHUR BLVD	DOUGLAS		
123	8140	MACARTHUR BLVD	FAIRCHILD		
124	8315	MACARTHUR BLVD	SKY PARK E		
125		MAIN ST	PASEO WESTPARK	1	
126	8033	MAIN ST	JAMBOREE RD	1	
127	8035	MAIN ST	MACARTHUR BLVD		
128		MAIN ST	RED HILL AVE	1	
129	8066	MAIN ST	VON KARMAN AVE		
130	8086	MAIN ST	CARTWRIGHT RD		
131		MAIN ST	PARK PLZ		
132		MAIN ST	W YALE LP		
133		MAIN ST	MERCANTILE		
134	8180	MAIN ST	SAN MATEO		
135	8038	MICHELSON DR	TELLER AVE		
136		MICHELSON DR	CARLSON AVE		
137	8047	MICHELSON DR	RIPARIAN VW		
138		MICHELSON DR	PARKSIDE DR		
139		MICHELSON DR	VON KARMAN AVE		
140	8099	MICHELSON DR	DUPONT DR		
141		MICHELSON DR	OBSIDIAN		
142	8107	MICHELSON DR	HARVARD AVE		
143		MICHELSON DR	BIXBY		
144		MICHELSON DR	3337-3355 MICHELSON		
145		MICHELSON DR	3345-3355 MICHELSON		
146		MUIRLANDS BLVD	THOMAS		
147		NEWPORT COAST DR			
148		NEWPORT COAST DR			
149		PASEO WESTPARK	SAN MARINO		
150		PASEO WESTPARK	SAN REMO	1 1	
151		PASEO WESTPARK	WARNER AVE		
152		QUAIL HILL PKWY	PASSAGE		
153		QUAIL HILL PKWY	W KNOLLCREST		
154		QUAIL HILL PKWY	E KNOLLCREST		
155		RESEARCH DR	INQUIRY	1 1	
156		ROCKFIELD BLVD	MCLAREN	1 1	
157		ROCKFIELD BLVD	OLDFIELD		
158		SAND CANYON AVE	BURT RD		1
150		SAND CANYON AVE	BARRANCA PKWY	1 1	
160		SAND CANYON AVE	OAK CYN		
160		SAND CANYON AVE	WATERWORKS WAY		
	~~ ~	0. 110 0. 111 OIT / WE			

162	8310	SCIENTIFIC WAY	RESEARCH DR			
				+ +		
163		SHADY CANYON DR	BONITA CANYON DR			
164	8190	SPECTRUM CENTER	GATEWAY			
165	8156	TECHNOLOGY DR W	BARRANCA PKWY			
166	8216	TECHNOLOGY DR W	HORIZON			
167	8323	TECHNOLOGY DR W	PAVILION			
168	8161	TOLEDO WAY	PARKER			
169	8329	TURTLE RIDGE DR	FEDERATION WAY			
170	8471	TURTLE RIDGE DR	SUMMIT PARK DR			
171	8005	VON KARMAN AVE	MARTIN			
172	8102	VON KARMAN AVE	QUARTZ			
173	8121	VON KARMAN AVE	DUPONT DR			
174	8385	VON KARMAN AVE	INTERSECT			
175	8215	YALE AVE	DEERFIELD			



Public Works Department Maintenance Operations Policies and Procedures

INTEGRATED PEST MANAGEMENT PROGRAM

PURPOSE: To establish criteria for an Integrated Pest Management (IPM) Program.

POLICY: The City of Irvine will focus on long-term prevention or suppression of pest problems with minimum impact on human health, the environment, and nontarget organisms with the limited use of pesticides in accordance with direction provided by the City Council for Parks, Fields and Playgrounds; and City-wide Pest Management Guiding Principles:

City-wide Pest Management Guiding Principles

- a. Use of organic pesticides in all City properties.
- b. Limit exposure to any pesticides where children and the general public congregate.
- c. Incorporate additional guidance on use of pesticides for city rights of way, facilities, and other properties as reflected in the staff report.
- d. Use EPA Level pesticides in a targeted manner, and only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when pests cannot be managed by other methods that we would have.

PROCEDURES:

Prevention

1. Public Works Staff shall review all new development and rehabilitation projects plans to verify compatibility with the site's environment.

Monitoring

1. The Maintenance Divisions shall hire a consultant or contractor to provide regular monitoring services for all of the City's properties.

APPENDIX B



- 2. The consultant or contractor shall determine if pest populations are increasing, decreasing, or staying the same and to determine when to use a control tactic.
- 3. The consultant or contractor shall provide monthly monitoring records which include information such as date of examination, pests found, size and extent of the infestation, location of the infestation, control options utilized, effectiveness of the control options, labor and material costs.

Non Chemical Control Measures

- 1. The Landscape Division shall utilize cultural controls which are modifications of normal plant care activities that reduce or prevent pests. In addition to those methods used in the pest preventions, other cultural control methods include adjusting the frequency and amount of irrigation, fertilization, and mowing height.
- 2. The Maintenance Divisions shall utilize mechanical control tactics involve the use of manual labor and machinery to reduce or eliminate pest problems using methods such as handpicking, physical barriers, or machinery to reduce pest abundance indirectly.
- 3. The Maintenance Divisions shall utilize the use of environmental manipulations that indirectly control or prevent pests by altering temperature, light, and humidity can be effective in controlling pests. Although in outdoor situations these tactics are difficult to use for most pests, they can be effective in controlling birds and mammals if their habitat can be modified such that they do not choose to live or roost in the area.
- 4. The Maintenance Divisions shall utilize a biological control practice which uses living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, competitive species, and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released. The most common organisms used for biological control in landscapes are predators, parasites, pathogens and herbivores.



Pesticide Controls

Pesticides are to be utilized in a prioritized approach on City properties as follows:

Parks, Fields and Playgrounds:

When pesticides are needed, use the following prioritized approach: (1) organic pesticides; (2) Water Quality Act Allowed Pesticides; and (3) EPA Level III "caution" labeled pesticides only when deemed necessary to protect public health and economic impact by a licensed pest control adviser.

Rights of Way (Street medians/parkways) - Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides.
- c. EPA Level III "caution" label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- d. EPA Level II "warning" label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.
- e. EPA Level I "danger" label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

Facilities/Buildings – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides.
- c. Bait formulations of insecticides will be used where appropriate.
- d. EPA Level III "caution" label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- e. EPA Level II "warning" label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control advisor and City staff, when other methods do not adequately control the pest.



f. EPA Level I "danger" label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

<u>Other City Properties – Prioritized Use of Pesticides:</u>

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides
- c. EPA Level III "caution" label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- d. EPA Level II "warning" label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control advisor and City staff, when other methods do not adequately control the pest.
- e. EPA Level I "danger" label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control advisor and City staff, when other methods do not adequately control the pest Pesticides should only be used when other methods fail to provide adequate control of pests and just before pest populations cause an unacceptable damage, since the overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop.

Approvals and Application of Chemical Pesticides

- 1. Pesticides shall be approved by the Maintenance Division Superintendents for their area of oversight prior to use. A written recommendation of proposed pesticide, including commercial name, concentrations, allocation rates, usage and reentry time shall be prepared by a licensed California Pest Control Adviser and site specific schedule submitted for approval. No work shall begin until written approval of use is obtained and a notice of intent has been filed with the County Agricultural Commissioner's office, as required. Copies of Safety Data Sheets and specimen labels shall be given to the City prior to pesticide use on City property.
- 2. For Facilities and Building Maintenance, the referenced responsibilities of a licensed pest control adviser presented throughout this policy are to be performed by a California State Licensed Structural Pest Control Operator.
- 3. Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator license/certificate; or a Structural Pest



Control License. Application shall be in strict accordance with all governing regulations. Records of all operations shall be kept per California Department of Pesticide Regulations, or the California Structural Pest Control Board.

- 4. Pesticides shall be applied in a manner to avoid contamination of non-target areas. Precautionary measures shall be employed to keep the public from entering the spray zone until it is safe.
- 5. Posting of signs shall be required at all park facilities when any application of pesticides is performed.

Specific requirements for posting are as follows:

- Post signs at all park entrances at least 48 hours prior to spraying applications. The vendor's contact information, chemical name and application date must be listed.
- Place spray notices inside plastic page protectors. Attach them to a four-foot (4') high wooden stake. Signs must be readable 25' away from posted area.
- Leave the same signs up for 72 hours after the spraying applications are completed, then remove promptly.
- A temporary mesh fence such as orange plastic construction fencing can be erected on the perimeter of any area that is to be treated with a broadcast type application with the intent to keep people and pets off the treated area for a period of 24 hours.

Records and Reporting

Records of all pesticides used by the Contractor on City property shall be retained in accordance with Department of Pesticide Regulations. Maintenance Superintendents will keep records of all pesticide usage and the Public Works Department will provide an annual report to the City Council.

Manuel Gomez, Director of Public Works

Approved: March 2, 2016

3.4



MEETING DATE: APRIL 4, 2017

TITLE: APPROVAL OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR WORK PLACE SAFETY ENHANCEMENTS AT CITY HALL AND THE OPERATIONS SUPPORT FACILITY

Director of Public Works

City Manager

RECOMMENDED ACTION

- Approve the construction plans, specifications and contract documents for the City Hall and Operations Support Facility Work Place Safety Enhancements, Capital Improvement Projects 361501 and 361709.
- Approve the Architect's Estimate, Construction Contingency and Project Funding Summary.
- Authorize staff to solicit competitive bids and award the construction contract to the lowest responsive and responsible bidder, in accordance with the City's purchasing and contracts policies and procedures, within the approved project budget.

EXECUTIVE SUMMARY

Plans, specifications and contract documents for the Work Place Safety Enhancements at City Hall and the Operations Support Facility (OSF) project are complete and ready for City Council approval. These documents are available for public review in the Public Works department. The proposed project will provide security enhancements to the public counter areas at City Hall and the OSF. These improvements include the reconfiguration of the Public Safety reception counter and installation of safety reinforcement materials at the primary public counter and reception areas at the Civic Center and OSF, including the Planning and Community Services public counters, Council Chamber dais, Directors and City Clerk desks, and the presenter and speaker's podium. The scope and design of the proposed improvements were developed in consultation with Public Safety staff and the City's work place security consultant and include components similar to those found in public facilities throughout the country. Care was taken in the design of the enhancements to facilitate positive customer service interactions while improving security. At the Public Safety reception counter, above-counter bullet-resistant glass will encase large, sliding windows that will remain open during business hours, enabling staff to interact with customers without a barrier. However, if a threat is perceived, the windows, which are also constructed of bullet-resistant glass, can be closed quickly to provide staff with added protection.

City Council Meeting April 4, 2017 Page 2 of 3

A depiction of the proposed reconfiguration of the Public Safety and OSF public reception areas is included as Attachment 2 and 3 respectively.

Approval of the recommended actions will allow staff to proceed with solicitation of competitive bids for construction and award of a contract to the lowest responsive and responsible bidder in accordance with the City's purchasing policies and procedures within the approved project budget.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

The Work Place Safety Enhancement project was approved by the City Council with the annual Capital Improvement Program (CIP) budget and provides for the construction of improvements to enhance overall work place security at City Hall and the Operations Support Facility. The proposed work includes reconstruction of the Public Safety reception counter, installation of security reinforcement material at various City Hall lobby and public reception counters, including the City Council Chamber, and construction of a new security door at the OSF public reception area and upgrades to the OSF external security lighting and fencing. The construction documents also include a bid alternative to replace the existing wood veneer on the Council Chamber furnishings including the dais, Directors and City Clerk desks, and the presenter and speaker's podium. These surfaces are the original veneer material and are due for replacement from normal wear and tear. Performing this maintenance work at the same time as the security reinforcements will minimize disruption to regularly scheduled City Council, Commission, Committee and other public meetings held in the Council Chambers. The budget for this portion of the work is included in the Public Works annual facility maintenance budget.

The construction contract estimate prepared by the consultant design architect for the project is \$575,000 for the base bid and \$50,000 for the alternate bid item for a total construction contract estimate of \$625,000. A budget allowance of \$80,400 for construction engineering (material review and inspection services) and \$86,000 for construction contingency is recommended as shown in the Project Funding Summary (Attachment 4). The City's construction contract by staff to a maximum of 10 percent over the engineer's estimate and limit the use of the construction contingency only for unforeseen circumstances that may arise and are necessary to complete the work within the approved project scope and budget.

Staff is seeking City Council approval to proceed with soliciting competitive bids for construction. A copy of the Notice Inviting Bids, Construction Contract, Plans, Specifications, and the proposed Schedule of Work listing the individual bid items for this project are included as Attachment 5. If approved by the City Council, construction is anticipated to begin in July 2017 with completion in October 2017. Work activity will take place primarily Monday through Friday, with occasional work at night and

City Council Meeting April 4, 2017 Page 3 of 3

weekends, to minimize disruption to the public and City operations. All work activity will be coordinated with the affected City departments.

ENVIRONMENTAL REVIEW

Pursuant to Section 4 of the City of Irvine California Environmental Quality Act (CEQA) Procedures and Article 19 of the State of California CEQA Guidelines, the proposed project is categorically exempt from the requirements of CEQA, under State Guideline Section 15301, Class 1(d), Existing Facilities.

ALTERNATIVES CONSIDERED

The proposed security enhancements are consistent with Public Safety recommendations to proactively enhance the work place environment for employees and public members that work at or visit the Civic Center and OSF. The City Council may elect to defer the project construction and direct staff to return with additional information, as deemed appropriate by the City Council, to assist in its consideration of the recommended improvements, or may provide direction to staff to revise any of the proposed elements of the recommended scope of work. The City Council may also approve the construction documents, authorize staff to solicit competitive bids and direct staff to bring back the results of the competitive bid process to the City Council for its review and consideration prior to award of the contract.

FINANCIAL IMPACT

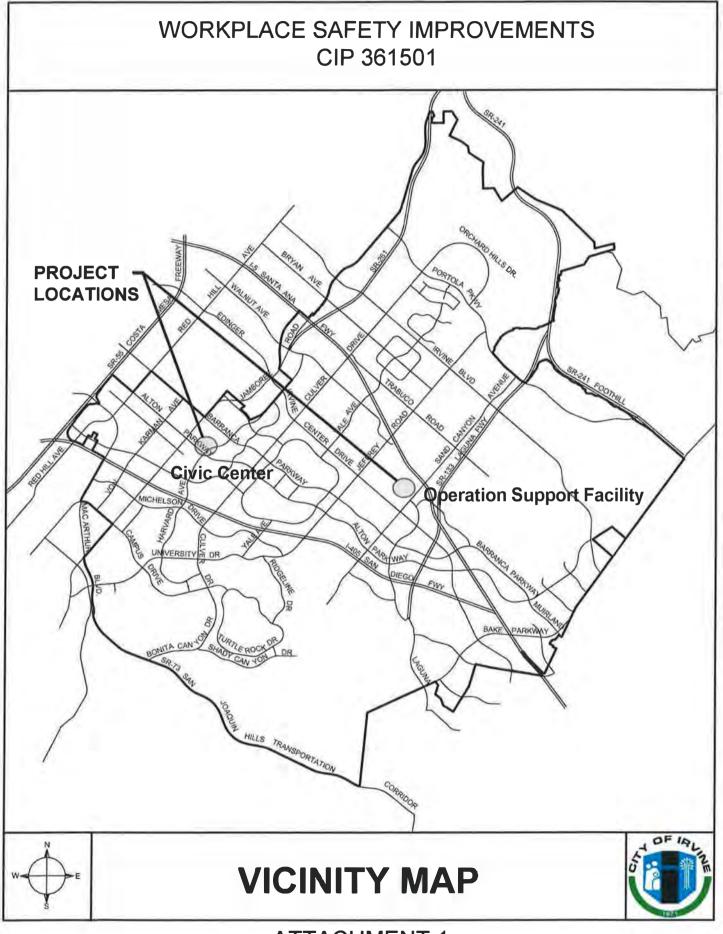
Funding for this project was approved by the City Council with the annual CIP budget. Project expenditures to date for preparation of the construction plans and contract documents total \$33,600 and was funded by the approved CIP project budget. Funding for the construction phase is available in CIP 361501 and CIP 361709 from a combination of System Development Charge Fees and General Funds. The construction contract estimate prepared by the design architect is \$575,000 for the base bid and \$50,000 for the bid alternate for a total construction contract total of \$625,000. A complete Funding Summary for this project is provided in Attachment 4.

REPORT PREPARED BY

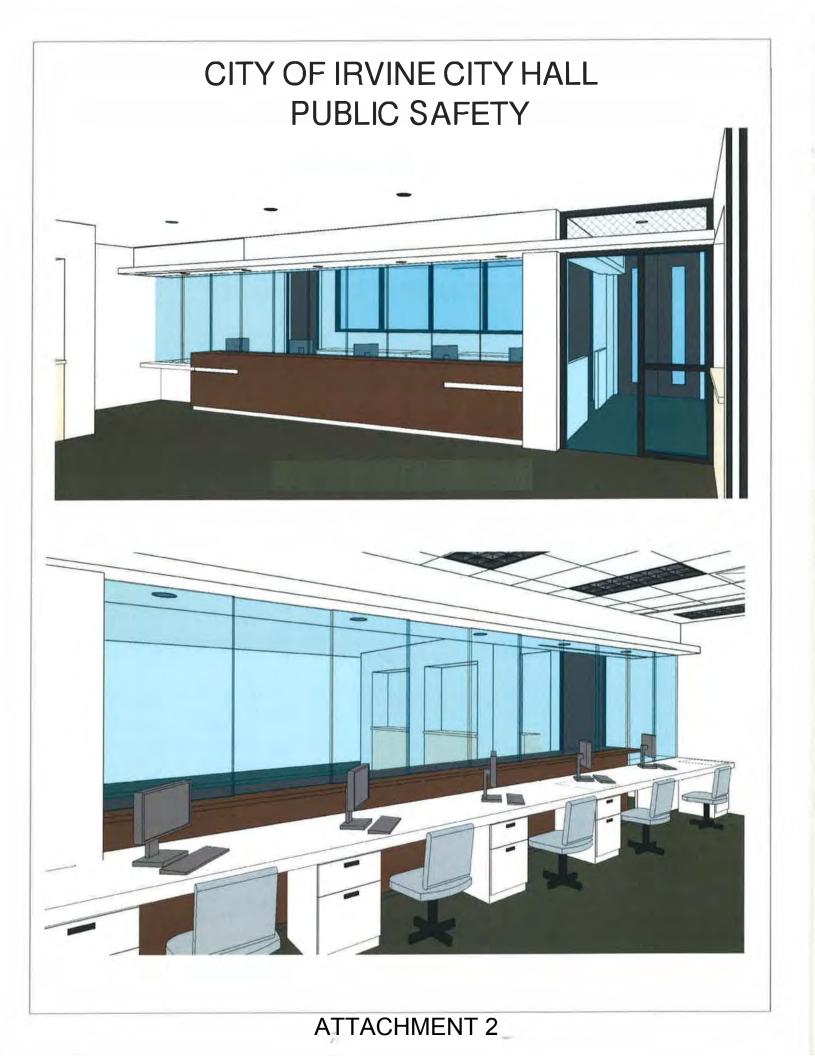
Mark Carroll, Manager Facilities Maintenance and Rehabilitation

ATTACHMENTS

- 1. Vicinity Map
- 2. Rendering of City Hall Public Safety Counter
- 3. Rendering of Operations Support Facility reception entrance
- 4. Project Funding Summary
- Notice Inviting Bids, Schedule of Work, Construction Contract, Specifications and Plans



ATTACHMENT 1



CITY OF IRVINE OPERATIONS SUPPORT FACILITY



ATTACHMENT 3

Project Funding Summary

Work Place Safety Enhancements

CIP 361501 and 361709

April 4, 2017

Project Expenditures

Total Estimated Project Cost	\$825,000
Construction Contingency	<u>\$ 86,000</u>
Construction Engineering	\$ 80,400
Construction Contract Bid Alternate	\$ 50,000
Construction Contract (Architect's Estimate)	\$575,000
Design Engineering	\$ 33,600

Work Place Safety Enhancement (CIP 361501)	\$775,000
Facility Interior Rehabilitation (CIP 361709) Total Funding Available	<u>\$ 50,000</u> \$825,000



CITY OF IRVINE

ORANGE COUNTY, CALIFORNIA

NOTICE INVITING BIDS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS FOR

WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501 BID NO. 17-1239

CITY OF IRVINE ONE CIVIC CENTER PLAZA P.O. BOX 19575 IRVINE, CALIFORNIA 92623-9575

APRIL 2017

ATTACHMENT 5

WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF:

Edward Lok Ng BOA Architecture R.C.E. No.

APPROVED BY:

James M. Houlihan, P. E. City Engineer R.C.E. No.

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CITY OF IRVINE, CALIFORNIA NOTICE INVITING BIDS Bid No. 17-1239

PROJECT DESCRIPTION: Workplace Safety Enhancements at Irvine City Hall and Operations Support Facility, CIP 361501. The work to be performed shall include, but not be limited to: Work required to enhance Workplace Security at the Irvine City Hall and the Operations Support Facility. The work involves major renovation of the Police Department Lobby including bullet resistant counter window glazing and bullet resistant under counter panels. Other work requires the modification of counters in the City Council Chambers, Community Development Lobby Space, and the Lobby Counter of the 1st Floor and the Community Services/Public Works Department on the 2nd Floor. Additionally the following work is required at the Operations Support Facility: fencing, exterior lighting and lobby alterations, and other items not mentioned here, but are required by the Special Provisions. The Engineer's construction cost estimate for the project is above \$625,000.00.

<u>CONTRACTORS STATE LICENSE REQUIREMENTS</u>: **Prime Contractor must possess a valid <u>Class B license</u>.** At the time of submitting the bid, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3.

<u>PROJECT LOCATION AND SCHEDULE</u>: The work to be performed hereunder is located in the City of Irvine, County of Orange, on <u>6427 Oak Canyon, Irvine, CA 92618 and 1</u> <u>Civic Center Plaza</u>.

The following is the sequence of construction to be followed: The contractor will have a maximum of 30 calendar days to order materials and mobilize for construction. Following receipt and approval of materials, the contractor will have 70 working days to construct the 7 items listed below. Item numbers 1, 2 and 4 shall be completed over the 70 working day period. Items 3, 5, 6 and 7 shall not be constructed concurrently to avoid too many disruptions. An item in this group shall be completed before another item in this group begins. The following work period must be followed: see below for work hours according to item.

- 1. OSF Exterior Work
- 2. OSF Interior Work
- 3. City Hall Council Dais and Desks
- 4. City Hall PD Lobby
- 5. City Hall 1st Floor. Reception
- 6. City Hall 1st Floor. Community Development
- 7. City Hall 2nd Floor. Community Services

6:00 am to 6:00 pm 6:00 pm to 6:00 am 6:00 am to 6:00 pm* 6:00 am to 6:00 pm 6:00 pm to 6:00 am 6:00 pm to 6:00 am

*See restrictions on City Hall Building Plans regarding working requirements in City Council Chambers. Work within City Council Chambers must be coordinated with City staff to avoid conflicts with various City Council/Commission meetings. Weekend work will be considered for this activity.

Liquidated damages shall be **fifteen hundred** Dollars **(\$1,500.00**) per Calendar Day, for each and every Calendar Days delay in finishing the Work.

DATE OF OPENING BIDS: Bid prices for each line item of the Schedule of Work must be entered on the BidsOnline system in accordance with the instructions included within bid documents. All other required documents for the bid proposal packet will be received until **MONTH, DAY, 20XX** at **XX:00:00 am** which time bids will be publicity opened and read aloud at the Irvine Civic Center located at 1 Civic Center Plaza, Irvine, California 92606-5208. Hand- delivered or courier- delivered bid packages shall be given to the Receptionist for the Purchasing Agent at the reception desk located on the first floor of the Civic Center. Mailed bids shall be sent to City of Irvine, c/o Purchasing Agent, first floor of the Civic Center. Mailed bids shall be sent to City of Irvine, c/o Purchasing Agent, P.O. Box 19575, Irvine, CA 92623-9575. **LATE BIDS WILL NOT BE ACCEPTED.**

<u>MANDATORY PRE-BID MEETING</u>: There will be a <u>mandatory</u> pre-bid meeting on Wednesday, April 26, 2017 at 10:00 am at 6427 Oak Canyon, Bldg.1, in conference room letter A. <u>Failure to attend will result in your bid being declared non-responsive.</u>

<u>OWNER INFORMATION</u>: Mr. Thomas Perez, Capital Improvement Program Administrator, tperez@cityofirvine.org, City of Irvine, 1 Civic Center Plaza, Irvine, California 92606-5208

<u>PREVAILING RATES OF WAGES</u>: Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, *et seq.*

The CITY is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein, and will be complied with by CONTRACTOR. CONTRACTOR shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, *et seq.* In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <u>http://www.dir.ca.gov/dirdatabases.html</u>. The CONTRACTOR, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The City of Irvine reminds all contractors and subcontractors of the adoption of **SB 854**, and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u>. All contractors and subcontractors who plan to bid on a public works project (including maintenance work) with a value exceeding \$1,000.00 must first be registered and pay an annual fee with the DIR. The City will require all contractors and subcontractors to be registered with the DIR prior to submitting a bid on any public works project. Subject to the exceptions set forth in Labor Code Section 1725.5, bids

from contractors that are not currently registered will be deemed nonresponsive. Further, the City will not award a contract to and no contractor or subcontractor will be allowed to work on a City public works project unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

<u>OBTAINING PLANS AND SPECIFICATIONS</u>: To obtain a copy of the Plans and Specifications (bid documents), please visit the City of Irvine web site at www.cityofirvine.org/purchasing. Click on the "Supplier Registration and Bid Opportunities" link, and review the information about our online system. Next, click on the "BidsOnline" link. If you are not currently registered with the City of Irvine, please click on the "New Vendor Registration" button and then complete the electronic supplier registration to include your Contractors State License information. After registering your firm, click on the "Bid Opportunities" button to view and download the Bid Documents, which include the complete Notice Inviting Bids document. Contractors must register on the City's web site and download the Bid Documents in order to submit a bid. Firms must also check the web site periodically for addenda information as failure to download any and all addenda, and acknowledge in the bid submittal, will result in bid disqualification.

CITY OF IRVINE

Ву:_____

Molly McLaughlin City Clerk

Published by: Irvine World News Publication Date: _____, 2017 _____, 2017

INSTRUCTION TO BIDDERS, PROPOSAL REQUIREMENTS AND CONDITIONS

- 1. CONTRACT DOCUMENTS: The Contract Documents shall consist of:
 - a) Permits and Agreements
 - b) Contract
 - c) Addenda
 - d) Instructions to Bidders, Proposal Requirements and Conditions
 - e) Special Provisions
 - f) Plans
 - g) Specifications
 - h) Reference Specifications,

all of which are on file at the City of Irvine in the Public Works Department, Project Management Division, Operations Support Facility, 6427 Oak Canyon, Bldg. 1, Irvine, California, and are hereby referred to and made a part hereof.

- 2. BID PROPOSALS: To be considered, bids shall be made in according to the following instructions:
 - a) For the convenience of bidders, the "SCHEDULE OF WORK" has been posted on the City's BidsOnline system. Bidders must enter their unit price information online in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS included herein. Unit prices must be entered online. The extended prices and total bid price will be automatically calculated.
 - b) Bids shall be submitted only on bid items stated in the Contract Documents; bids on other bases will not be considered. Bids that do not reference all addenda or that are not submitted on the prescribed forms, and in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS shall be rejected. The completed forms shall be without interlineations or alterations; any such bid shall be declared non-responsive.
 - c) Unless called for, additive bids will not be considered.
 - d) Pursuant to the provisions of Public Contract Code § 4101 to 4108, inclusive, every Bidder shall set forth in its bid:
 - The Bidder shall list the name, license number and location of the place or business of each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
 - 2) The bid item numbers and the percentage of the bid item subcontracted.

- e) In the event additive bids are called for and the Bidder intends to use different or additional subcontractors on the additive(s), the Bidder shall fill out additional forms of the list of subcontractors and shall identify such forms with relation to whether they apply to the base or additive bids.
- f) If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2%) of the Bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater, the Bidder agrees to perform that portion of work himself. The successful Bidder shall not, without the consent of the City, either:
 - 1) Substitute any person, firm or corporation as subcontractor in place of the subcontractor designated in the original bid, or
 - Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
- g) Bid proposal packet shall be accompanied by cash, a certified or cashier's check, or an acceptable bid bond on the form furnished by the City for an amount not less than ten percent (10%) of the bid, made payable to the order of the City of Irvine. The cash, check or bid bond shall be a guarantee that the Bidder will enter into a contract and provide all required insurance and bonds if awarded the work; and in case of refusal or failure to enter into the contract, the cash, check or bid bond shall be forfeited. The City will return Bidder's cash, check, or bid bond if the project is not awarded to Bidder.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090.

- h) Before submitting a bid, bidders shall carefully examine the work site, the Contract Documents and the form of Contract and shall fully inform themselves about all existing conditions and limitations. Bidders shall include in their bids a sum to cover the cost of all work included in the Contract.
- Bid proposal packet shall be delivered to the office of the Purchasing Agent, City of Irvine, Irvine, California, on or before the day and hour set for the bid opening in the Notice Inviting Bids, in a sealed envelope that bears the title of the Work, Bidder's name, and the words <u>"BID NO. 17-1239</u> <u>WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND</u> <u>OPERATIONS SUPPORT FACILITY, CIP 361501."</u> If mailed to the Purchasing Agent, include a label on the outside of the sealed bid: "SEALED BID--Do Not Open With Regular Mail."
- j) A bid shall be considered non-responsive if it does not comply with the requirements set forth in these bid documents. A responsive bid is one that complies with the solicitation in all acceptability and material respects and contains no material defects. A material defect is one that affects price, quality, quantity or delivery terms.

- 3. WITHDRAWAL OF BIDS: Bids may be withdrawn at any time before the bid deadline, by going back into the BidsOnline system and selecting "Withdraw."
- 4. INTERPRETATION OF DRAWINGS AND DOCUMENTS; REQUESTS FOR CLARIFICATION: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part to the specifications, or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he shall submit to the Engineer a written request for all interpretations or corrections thereof. The person submitting the request shall be responsible for its prompt delivery.

Any interpretation or correction of the proposed documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed, emailed or faxed to each purchaser of the Bidder's package. The City is not responsible for any other explanations or interpretations of the proposed documents.

5. ADDENDA TO THE CONTRACT DOCUMENTS: Any addenda issued during the time of bidding, or forming a part of the Contract Documents sold to the Bidder for the preparation of his bid, shall be taken into account in the bid and shall be made a part of the Contract.

Addenda may be issued by the City of Irvine for any reason, including for the purpose of revising the prevailing wage rates or clarifying or correcting the Notice Inviting Bids, Special Provisions, or Bid.

Bidders will be notified of such Addenda during the period of advertising, either by mail, facsimile, email, or posting on the Agency's website, provided however, each Bidder shall be solely responsible for obtaining any such Addenda.

The Bidder shall acknowledge the receipt of Addenda on the form provided in the Bid package. Bids that do not reference all Addenda on the prescribed form shall be rejected as non-responsive.

- 6. BIDDER RESPONSIVENESS: Failure of the Bidder to provide requested information in a complete and accurate manner shall be considered non-responsive resulting in rejection of the bid. The use of "N/A" or "n/a" in response to any request for information without an explanation as to why that abbreviation is being used may render the bid non-responsive.
- 7. BIDDER RESPONSIBILITY: Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Contractor is non-responsible if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the City or any other entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or

submitted a false claim against the City or any other entity; or (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider Bidder's past conduct on City projects or on any other public or private projects upon which Bidder performed work.

- 8. BIDDER DEBARMENT: Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Bidder shall be debarred if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's guality, fitness, or capacity to perform a contract with the City or any entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider past conduct of the Contractor on City projects or on any other public or private projects which Contractor performed work.
- 9. OPENING BIDS: Bids will be publicly opened and read at the time and place set in the Notice Inviting Bids.
- 10. BID PROTEST PROCEDURES:
 - a) BASIS FOR PROTEST: It is the policy of the City to ensure that free and open competition takes place in all procurement activities. If, in the course of a procurement action, an interested party has reason to believe that these conditions do not exist, the interested party may file a protest in accordance with the provisions of these procedures with the City of Irvine Purchasing Agent requesting a review of the claim and a timely resolution of the issue. Any bidder on a project for which it submitted a timely bid may protest the contract award for that project; however, subcontractors, suppliers or other third parties may not protest contract awards. Moreover, complaints about alleged ambiguity of the bid documents and/or estimates are not appropriate subject matters for bid protests.
 - b) BID PROTEST CONTENTS: The bid protest shall be submitted in writing via email to the attention of the Purchasing Agent. The written protest shall include:
 - 1) The solicitation number and project description.
 - 2) The name, address, phone number, and email address of the protesting party.
 - 3) A detailed statement of all the legal and factual grounds for the protest and all relevant, supporting documentation (including all

written documentation). The grounds for protest must be fully supported.

- 4) Statement of the form of relief requested from the City.
- 5) Signature of an authorized representative of the protesting party.
- c) DEADLINE TO SUBMIT BID PROTESTS: Bid protests must be filed within five (5) business days after the deadline for receiving bids.
- d) WHERE TO FILE: All protests are to be directed to the City of Irvine Purchasing Agent. Protests must be submitted in writing via email to: <u>purchasing@cityofirvine.org</u>. A copy of the email must also be sent to the project manager whose email address is set forth in the bid documents. (A document is considered filed on a particular calendar day when it is received via email by the City of Irvine Purchasing Agent by 5:00 p.m., Pacific Standard Time, on that calendar day.) Although not required, in addition to submitting a protest via email, an original protest letter may be sent via United States Postal Service to: Attn: Purchasing Agent, City of Irvine, P.O. Box 19575, Irvine, CA 92623-9575.
- e) BID PROTEST REVIEW: Upon receipt, the Purchasing Agent shall consider the protest and may give notice of the protest and its basis to other persons including bidders involved in or affected by the protest. A protest shall be dismissed for failure to comply with any of the requirements set forth in the "Bid Protest Contents" section above. The Purchasing Agent shall review all material submitted with the protest. No additional material will be accepted for consideration from the protesting party unless specifically requested by the Purchasing Agent. If additional material is requested, it must be submitted by the requested date. The Purchasing Agent shall respond to the protesting party via email within ten (10) business days after receipt of the protest. Final determinations shall be binding, except as otherwise provided below.
- f) RECONSIDERATION OF PROTEST DECISION: A protesting party may request the Purchasing Agent's reconsideration of a decision prior to contract award only if one or both of the following conditions are met:
 - New information becomes available that was not previously known, or could not have been reasonably known, at the time of the original protest; and/or
 - 2) The Purchasing Agent's decision contains an error of law.

Any request for reconsideration of a protest decision must be submitted in writing via email to the Purchasing Agent within three (3) business days from the date of issuance of the initial decision. The request must include a detailed explanation of the basis for reconsideration as set forth above. The Purchasing Agent shall respond to the request for reconsideration within seven (7) business days from receipt of the request.

g) CONTRACT AWARD: At its discretion, the City may delay the execution of any proposed agreement pending the resolution of a protest unless one or both of the following conditions are present:

- 1) The project or service being procured is urgently required; and/or
- 2) Failure to make prompt award will otherwise cause undue harm to the City.
- h) REMEDIES: There shall be no limitation on remedies selected by the City. Nothing contained herein shall be considered to either act as a limitation on the City's choice of remedies or confer any right upon any interested party to a remedy. In determining the appropriate remedy, the City shall consider all the circumstances surrounding the solicitation, the contract selection, and/or the contract award, including, but not limited to: the seriousness of any deficiency found to exist in the contracting process; the effect of the action of the competitive process; any urgency surrounding the contract requirement; and the effect that implementing the remedy will have on the City's overall ability to accomplish its mission. If the City determines that the award or proposed award was not made in accordance with the applicable City statutes, regulations, policies, and procedures, the City may, in its sole discretion, grant any of the following or any other remedy it deems appropriate: If pre-award, reject all bids and issue a new solicitation, make a new contractor selection or award a contract consistent with applicable statutes, regulations, policies, and procedures; or if post-award, refrain from extending the term of the contract or awarding task orders under an existing task order agreement; or at its sole discretion, take no further action.
- 11. AWARD OR REJECTION OF BIDS AND EXECUTION OF CONTRACT: The award of the Contract will be as of the date specified in the Notice of Award issued by the City. The award of the Contract shall not constitute a binding obligation on City until the Contract has been lawfully executed by all parties and the Contractor has submitted all required insurance certificates and bonds to the City.

The Contractor shall not commence work in advance of the execution of the Contract and the delivery of the bonds and insurance certificates, as specified above.

The award of the Contract, if it is awarded, will be to the responsive and responsible Bidder who submitted the lowest Bid complying with these Proposal Requirements and Conditions and with the Notice Inviting Bids. Such award, if made, will be made within ninety (90) Calendar Days after the opening of the proposals. The ninety (90) Calendar Days period shall be subject to extension for such further period as may be agreed upon in writing between the City and the Bidder(s) concerned. All bids will be compiled on the basis of the estimated quantities of work to be done as shown in the Proposal. However until an award is made, the City of Irvine reserves the right to reject any and all bids or to waive any informality in bids received, if doing so is deemed to best serve the interest of the Agency.

12. CONTRACT AND BONDS: The Contract, which the successful Bidder, as Contractor, will be required to execute, is included in the Contract Documents and should be carefully examined by the Bidder.

The successful Bidder, simultaneously with his execution of the Contract will be required to furnish a Payment Bond and a Performance Bond. Said bonds shall be in the form of the two (2) sample bonds included in these Contract Documents and based upon conditions specified in the Standard Specifications Section 2-4, "Contract Bonds," and as specified in the Special Provisions and shall be secured from a surety company satisfactory to the City.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090. Failure to submit acceptable Payment and Performance Bonds as required shall result in rejection of bid and forfeiture of the proposal guarantee.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents will be made without securing the consent of the surety or sureties on the Contract bonds.

The Contract shall be signed by the successful Bidder, and delivered to the City together with the Contract bonds within ten (10) days of the date specified in the Notice of Award issued by the City, not including Saturdays, Sundays and legal holidays. The Contractor shall submit insurance certificates electronically in accordance with 7-3 of the Standard Specifications and the Special Provisions. The executed Contract, together with the required bonds, will be filed with the Clerk of the City of Irvine.

Failure of the lowest responsive and responsible Bidder to execute the Contract and file acceptable insurance certificates and bonds as provided herein within ten (10) days of award of the Contract, not including Saturdays, Sundays and legal holidays, shall be just cause for the forfeiture of the bid bond. The successful Bidder may file with the City a written notice, signed by the Bidder or his authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable certificates of insurance and bonds within the time herein before prescribed.

- 13. SPECIAL NOTICE: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of this work as will not cause any interruption or interference with any other contractor.
- 14. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make or file or be interested in more than one bid as prime contractor for the same work.

- 15. BIDS TO BE LEFT ON DEPOSIT: No Bidder may withdraw its bid for a period of ninety (90) Calendar Days after the time set for opening thereof. However, the City will return all proposal guarantees within fifteen (15) days, not including Saturdays, Sundays and legal holidays, after the award of the Contract or rejection of the bids, as the case may be, to respective Bidders whose bids are not accepted.
- 16. NON-COLLUSION DECLARATION: All Bidders shall submit with their bids an executed non-collusion declaration on the form provided in the bidding documents.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is 800-424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

- 17. SUBSTITUTIONS: Where the Specifications or drawings specify any material, product, thing, or service by one or more brand names, whether or not "or equal" is added, and a Bidder wishes to propose the use of another item as being equal, he shall request approval therefor as set forth in 4-1.6 of the Standard Specifications and Special Provisions.
- 18. REPORTING SUSPECTED IMPROPRIETY, GROSS WASTE, FRAUD AND OTHER ACTS: Any suspected fraudulent activities, whether it involves a City employee, contractor, subcontractor, or any other participant in a City, State or Federally-funded project, should be reported to the City of Irvine's Ethics and Compliance Hotline at 866-428-1509. All such reports shall remain anonymous if desired by the reporting party.

Suspected fraudulent activities include bid rigging, product substitution, theft, overcharging, false certifications and representations, and the like. Any allegations of bribery, kickbacks, gratuities, and conflicts of interest involving City employees should also be reported to the Ethics and Compliance Hotline.

- 19. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any Contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the City unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment in writing.
- 20. OTHER REQUIREMENTS: Before entering into a Contract, the Bidder to whom the Contract has been awarded shall satisfy all insurance requirements per Section 7-3 of the Standard Specifications and Special Provisions and such insurance shall be maintained in full force and effect at its own expense during the life of this Contract.

Upon request, the successful Bidder shall furnish to the City a statement of its financial condition and previous construction experience or such other evidence of his qualifications.

21. LABOR CODE:

PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

In accordance with State of California Senate Bill No. 854 (SB 854), contractors bidding on and/or engaging in the performance of public works projects (the definition of "public works" is found at Labor Code Section 1720, *et seq.*) shall be registered with the Department of Industrial Relations. By submitting a bid for City of Irvine Public Works project, the contractor acknowledges the above requirements and agrees to maintain a valid Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

- a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- b) Pursuant to Labor Code Section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition to the requirement for submittal of certified payroll records to the City, as of April 1, 2015, contractors and subcontractors shall furnish electronic certified payroll records to the Labor Commissioner (State of California, Division of Labor Standards Enforcement).

Contractors and subcontractors shall be responsible for complying and staying current with all DIR requirements and regulations. More information on SB 854 can be found at <u>http://www.dir.ca.gov/Public-Works/SB854.html</u>

Attention is directed to Labor Code § 1735 of which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in the Government Code §12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

The Contractor shall abide by the provisions of the California Labor Code § 1770-1781, *et seq.* In accordance with the provisions of the California Labor Code § 1773, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the work is to be performed has been obtained from the Director of the Department of Industrial Relations, a copy of which is on file in the office of the City Clerk of the City of Irvine and will be made available to any interested party upon request. The Contractor shall post a copy of the prevailing rate of per diem wages at the job site. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

Failure to comply with the subject sections will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1775.

In accordance with of the Labor Code § 1773.1, the Contractor must make travel and subsistence payments to each worker employed in the execution of the Contract.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract.

The Contractor shall familiarize itself with the provisions of the Labor Code § 1777.5 regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

The Contractor and subcontractors shall comply with Labor Code § 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age except as provided in Labor Code § 3077, of such employee.

The Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

22. RESERVATION OF RIGHTS:

The City reserves the right to:

a) Disqualify any Bidder in accordance with the instructions herein.

- Reject any bids, at its discretion, including bids found to be conditional or incomplete, contain irregularities or found to be not responsive to this Invitation for Bids (IFB.)
- c) Investigate the qualifications of any Bidder under consideration.
- d) Require confirmation of information furnished by the Bidder.
- e) Require additional evidence of Bidder's ability to perform the Work described in this IFB.
- f) Contact the submitted references to confirm information provided in the bid.
- g) Postpone or cancel the entire IFB or a portion thereof.
- h) Postpone the bid opening or award for its own convenience.
- i) Award a Contract in part or in combination of items.
- j) Issue subsequent IFB.
- k) Seek the assistance of outside technical experts to review the bids.
- I) Disqualify a bid upon evidence of collusion, with intent to defraud, or other illegal practices on the part of the Bidder.
- m) Waive any errors or informalities in any bid to the extent permitted by law.
- n) Require bidder to provide proof as to the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- o) Determine, at the City's sole discretion, the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- p) Exercise any other rights under the City's charter or municipal code.

The City has no obligation to consider any bid unless it is responsive to this ITB and conforming in all respects to the Form of Contract. This ITB does not commit the City to enter into a Contract.

BIDDER'S PROPOSAL CONSTRUCTION OF WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501 BID NO. 17-1239

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL CITY HALL IRVINE, CALIFORNIA

THE UNDERSIGNED, HAVING CAREFULLY EXAMINED ALL OF THE CONTRACT DOCUMENTS; PERMITS ISSUED BY JURISDICTIONAL REGULATORY AGENCIES; CONTRACT; CONTRACT ADDENDA; INSTRUCTIONS TO BIDDERS; PROPOSAL REQUIREMENTS AND CONDITIONS; SPECIAL PROVISIONS; THE PLANS; SPECIFICATIONS; AND ALL OTHER INFORMATION PROVIDED BY THE AGENCY FOR THE CONSTRUCTION LISTED ABOVE IN AND FOR THE CITY OF IRVINE, IS FAMILIAR WITH THE CONDITIONS, HAVING PERSONALLY VISITED THE SITE OF THE WORK, AND HEREBY PROPOSES TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT, AND ALL INCIDENTAL WORK NECESSARY TO DELIVER ALL THE IMPROVEMENTS COMPLETE, IN PLACE AND IN STRICT CONFORMITY WITH THE CONTRACT DOCUMENTS, FOR THE UNIT PRICES NAMED IN THE FOLLOWING SCHEDULE OF WORK AND BID PRICES.

Bidder's Company Name (please print or type)

Signature of Bidder

Print Name

SCHEDULE OF WORK

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties are included in the prices quoted in this Proposal.

		-	
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY
1	MOBILIZATION	Lump Sum	1
2	DEMOLITION	Lump Sum	1
	SITE IMPROVEMENTS		
3	Wrought Iron Fence	LF	190
4	Barbwire Fence	LF	950
5	Elect. Light Fixtures	EA	84
6	Metal Frame at Door	EA	1
7	Bullet Resistant	EA	1
	ENCLOSURE INCL. STOREFRONT DOOR & PASS THRU		
8	Electrical Inc. Card Reader	Lump Sum	1
9	Floor Tile	SF	30
10	Painting	Lump Sum	1

OPERATIONS SUPPORT FACILITY

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY
1	MOBILIZATION	Lump Sum	1
2	DEMOLITION	Lump Sum	1
	BUILDING INTERIOR		
3	Steel Stud Framing	Lump Sum	1
4	Drywall	Lump Sum	1
5	Cabinetry & Tops	Lump Sum	1
6	Bullet Resistant Enclosures	Lump Sum	1
7	Flooring	Lump Sum	1
8	Painting	Lump Sum	1
9	Electrical	Lump Sum	1
10	Base	Lump Sum	1

IRVINE CITY HALL

ALTERNATE BID "A"

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties are included in the prices quoted in this Proposal.

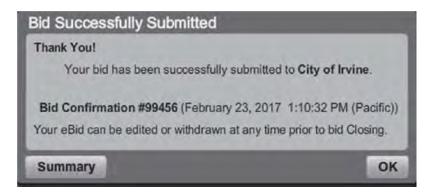
The Contract will be awarded on the basis of the lowest total Base Bid Price without consideration of any Alternate Bids.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY
A-1	New Laminate in City Council Chambers	Lump Sum	1

INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS

In order to access the BidsOnline system and ensure successful online submission of your bid prices, follow these steps:

- 1. Go to https://www.planetbids.com/portal/portal.cfm?CompanyID=15927#
- 2. On the Vendor Portal page, log into the system (lower right hand corner of screen) with your assigned user name and password. (You must be registered in order to download documents and submit a bid.)
- 3. Click on "Bid Opportunities" and then on the Bid # and Description that you wish to bid on. The selected bid will open to allow you to access all tabs, documents and the pricing sheet.
- 4. Click on the "Documents & Attachment" tab to be sure you have downloaded all documents that are part of this bid.
 - If you have not already downloaded all bid documents, you must download them now, in order to submit your bid. The screen will indicate which documents you've already downloaded.
- 5. Click on the tab "Addenda & Emails" to be sure you have read and acknowledged all addenda that have been issued for this bid.
 - The screen will display "yes" or "no" next to each addendum to indicate whether you have viewed and acknowledged it. If you have not previously acknowledged an addendum, do so now by clicking on the addendum to open and read it, then click on the "Acknowledge" button on the lower left hand corner of screen.
- 6. To begin entering your bid, click on "Place eBid" on the lower right corner of the screen. The bid "Terms and Conditions" will pop up with a button for you to click "Accept" to acknowledge your agreement to the terms of the bid.
- 7. Enter the Respondee information on the "Detail" tab.
- 8. Go to the "Line Items" tab and enter your unit prices on each line. The system will calculate the extended costs and grand total for you.
- 9. When you have finished entering all pricing and attachments, click on the "Save" button. This saves your bid as a draft for you to review or revise as needed anytime up to the bid submittal deadline. When you are ready to submit your bid, click the "Submit" button. You will receive a confirming message that looks like this:



Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. As noted in the screen print above, if you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

Please begin entering your bid in sufficient time to complete and submit it prior to the stated deadline. The official closing time for the bid is determined, and controlled, by the electronic clock in the bid management system. Once the deadline is reached, the system will not allow any bids to be submitted, and any in process that are not completed will be rejected. The amount of time required to enter and submit your bid depends on the complexity of the bid and the processing speed of your server and internet connections.

ADDENDA

Bidder acknowledges receipt of addenda to specifications and other Contract Documents listed below, if any, and agrees this Bid Proposal is submitted on the basis of all changes in the work specified herein and said addenda are by this reference made a part hereof.

Addenda to Contract Documents Received:

<u>No.</u>		Date Received
	_	
	_	
	_	
	_	
	—	

If the Bidder does not list all applicable Agency-issued addenda above, the Bid Proposal will be rejected.

INFORMATION REQUIRED OF BIDDERS

In determining the lowest "responsible" bidder, consideration will be given to the general competency of the bidder in regard to the work covered by the Bid Proposal. To this end, each proposal shall be supported by a statement of the Bidder's experience on this form. Failure of the Bidder to provide requested information in a complete and accurate manner shall render the bid non-responsive. Additionally, the City reserves the right to disqualify or refuse to consider a proposal if a Bidder is determined to be non-responsible in accordance with Irvine Municipal Code § 2-12-103 "Determination of Contractor Non-Responsibility."

The Bidder shall supply the following information. Use additional sheets as necessary.

1.	Contact person name:	_ Email:
	Address:	
	Telephone: ()	_Fax: ()

- 2. Type of firm (Individual, Partnership, or Corporation):
- 3. State Contractor's License Number and Classification:
- 4. DIR Registration Number: _____ Expiration Date_____
- 5. Number of years your firm has operated as a contractor:
- 6. Number of years your firm operated under its present business name:
- 7. List the **names and addresses** of all principals or officers authorized to bind your firm.

Name:	Address:

8. List any project(s) your firm has **failed to complete** within the last five years due to a termination of contract. For each project, list the type of project, client's name, contact person, current telephone number, email address, and provide a brief description of the grounds for the termination.

Check appropriate box:	None 🗌	See list below [
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Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:	<u>.</u>		·

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

9. List projects of similar nature to the WORKPLACE SAFETY ENHACEMENT AT CITY HALL AND OPERATIONS SUPPORT FACILITY your firm is **currently** constructing. For each project, list the type of project, contract amount, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None See list below

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Bidder's Name:

CITY OF IRVINE WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501 BID NO. 17-1239

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

10. List projects of a similar nature to the WORKPLACE SAFETY ENHACEMENT AT CITY HALL AND OPERATIONS SUPPORT FACILITY your firm has <u>completed</u> within the last five years. For each project, list the type of project, contract amount, date of completion, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None See list below

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

CITY OF IRVINE WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501 BID NO. 17-1239

11. List the name of the person(s) (A MINIMUM OF ONE) who inspected the site of the proposed work for your firm.

Name:	Date of Inspection:

12. Complete the following in conformance with Labor Code Section 1725.5

Name of Subcontractor	Registered with DIR?	DIR Registration No.
	Yes No	

13. If requested by the City, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition or ability to perform the work.

Failure to furnish information upon request will render the bid nonresponsive.

All of the above statements regarding Contractor's experience and financial qualifications are submitted in conjunction with the Bid Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

THE CITY OF IRVINE RESERVES THE RIGHT TO REJECT ALL BIDS

The undersigned understands the contract time limit allotted for the completion of the work required by the Contract is **One Hundred and Fifty (150) Working Days**.

The undersigned agrees, if awarded the Contract, to sign the Contract and furnish the necessary insurance certificates and bonds within ten (10) days of the date specified in the Notice of Award of Contract, not including Saturdays, Sundays and legal holidays, and to begin work within ten (10) Working Days from the date specified in the City's Notice to Proceed. Contract time accounting shall begin on the date shown in the Notice to Proceed.

Accompanying this Bid Proposal is (check appropriate box):

🗌 Cash 🗌 Cashier	's Check 🗌 Certifie	ed Check 🔲 Bid Bond
------------------	---------------------	---------------------

Sign Here if Individual:

(Signo	turo)		
(Signa	luie)		
(Print I	Vame)		
(Addre	ess)		
Affix notary's acknowled	lgement		

Sign Here if Co-Partnership:

Co-Partnership	Name of Firm:
Members Sign	ng:
	(Signature)
	(Print Name)
	(Address)
	(Signature)
	(Print Name)
	(Address)
Affix notary's ack	nowledgement

Sign Here if Corporation:

(Name of Corporation)				
(Address)				
Officers of Corporation Signing:				
(Signature)				
(Print Name)				
(Title)				
And				
(Signature)				
(Print Name)				
(Title)				
If executed by other than President and Secretary of the Corporation, attach a certified copy of resolution authorizing signature on behalf of the Corporation.				
iffix notary's acknowledgement				

LIST OF SUBCONTRACTORS

The Bidder shall list each subcontractor performing work in an amount in excess of onehalf of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. <u>Complete columns (1) and (2) and submit with the bid. Complete columns (3) and (4) and submit with the bid or hand-deliver to the Receptionist for the Purchasing Agent at the reception desk located on the first floor of the Civic Center building at the City of Irvine, located at One Civic Center Plaza, Irvine, California 92606-5207 within 24 hours after the bid opening. Failure to provide complete information in columns (1) through (4) within the time specified shall render the bid non-responsive.</u>

Subcontractors listed must not be debarred from performing the designated work.

BUSINESS NAME and LOCATION (1)	CONTRACTOR LICENSE NUMBER (2)	BID ITEM NUMBERS (3)	PERCENTAGE OF BID ITEM SUBCONTRACTED (4)*

Information must be typed or clearly printed.

* If you are subcontracting a whole bid item insert one hundred percent (100%), if less insert actual percentage.

NON-COLLUSION DECLARATION-CONTRACTOR To be Executed by Bidder and Submitted with Bid City of Irvine Bid No. 17-1239

The undersigned declares:

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

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Signature

Print Name

FORM OF BID BOND

WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501

(10% of the Proposal Amount)

KNOW ALL MEN BY THESE PRESENTS that we

_ as Principal, and _

______as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of ______ Dollars (\$______), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal submitted to the City a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501 and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Bid Proposal shall be rejected; or in the alternate, if said Bid Proposal shall be accepted, and the Principal shall execute and deliver a contract in the prescribed Form of Contract, shall deliver certificates evidencing that the required insurance is in effect and shall execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other respects perform the Contract created by the acceptance of said Bid Proposal, then this obligation shall be void; otherwise this obligation shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by City and judgment is recovered, Surety shall pay all costs incurred by City in said suit, including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the City may accept such a Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of ______, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:	(Principal) (Address)
	(By)
	(Title)
ATTEST:	
	(Surety)
	(Address)
	(By)
	(Title)

FALSE CLAIMS

Bidder shall complete the False Claims Act Certification below or in the alternative, provide the information requested under False Claims Act Violations below. Failure to certify or provide the requested information shall render the bid non-responsive.

"False Claims Act" as used herein is defined as either or both the Federal False Claims Act, 31 U.S.C. § 3729, *et seq.*, and the California False Claims Act, Government Code § 12650, et seq.

FALSE CLAIMS ACT CERTIFICATION

l	hereby certify that neither
Print name	
Contractor name	
nor	
Name of qualifying person licensed by Contractors State	e License Board
has been determined by a court or tribunal of competent ju False Claims Act as defined above.	risdiction to have violated the
I declare under penalty of perjury under the laws of the Sta foregoing is true and correct.	ate of California that the

Executed this	day of		at		
	· · · ·	(Month and year)		(City and State)	
Bv					
,	(Signature of owner, of	fficer, manager or licensee	responsible for s	ubmission of Bid Proposal)	

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Contractor submitting this Bid Proposal or (2) the qualifying person licensed by the State Contractors License Board to perform the work described in this Bid Proposal, shall provide on a separate sheet the following information: (1) the date of the determination of the violation, (2) the identity of the tribunal or court, (3) the identity of the government contract or project involved, (4) the identity of the government department involved, (5) the amount of fine imposed, and (6) any exculpatory information of which the Agency should be aware.

CIVIL LITIGATION AND ARBITRATION HISTORY

Bidder shall provide the certification or information requested below. Failure to certify or provide such certification or information shall render the bid non-responsive.

For five (5) years preceding the submittal date of this Bid Proposal, identify civil litigation and arbitration arising out of the performance of a construction contract within the State of California in which the (1) Contractor submitting this bid proposal or (2) the qualifying person licensed by the State Contractors Licensing Board to perform the work described in this Bid Proposal was a named as a party in a lawsuit brought by or against the project owner or any action to confirm, vacate or modify an arbitration award involving an owner.

CIVIL LITIGATION AND ARBITRATION CERTIFICATION

If the Bidder has no civil litigation and arbitration history to report as described above, complete the following:

I				certify that neither
	F	Print name		
		Contractor name		
nor				
Name	e of qualifying pe	erson licensed by Contractors	State License B	oard
has been involved ir	n civil litigatio	on and arbitration as o	described al	oove.
I declare under pena	alty of perjur	ry that the foregoing is	true and co	prrect.
Executed this	day of	(Month and year)	at	
		(Month and year)		(City and State)
Ву				
(Signature of	owner, officer, n	nanager or licensee responsib	le for submissio	n of Bid Proposal)

Do not include litigation and arbitration which are limited solely to enforcement of mechanics' liens or stop notices. Provide on a separate sheet (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g. whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CRIMINAL CONVICTIONS

Bidder shall provide the certification or information requested below. Failure to certify or provide such certification or information shall render the bid non-responsive.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder has no criminal convictions to report as described above, complete the following:

I		he	ereby certify that neither
Print	name		· · · · · · · · · · · · · · · · · · ·
Ĺ	Contractor name		
nor			
Name of qualifyin	g person licensed by Contra	ctors State Licer	nse Board
has been convicted of a crimina	al violation as descri	bed above.	
I declare under penalty of perju	ry that the foregoing	is true and	correct
r declare drider periary of perje	ly that the fologoing		
Executed this day of		at	
Executed this day of	(Month and year)	at	(City and State)
	(month and year)		(only and oraco)
_			
Ву			
(Signature of owner, o	fficer, manager or licensee r	esponsible for s	ubmission of Bid Proposal)

For the five (5) years preceding the date of this Bid Proposal is due, identify on a separate sheet any criminal conviction in any jurisdiction in the United States for a violation of law arising out of the performance of a construction contract (1) by the Contractor submitting this Bid Proposal or (2) by the qualifying person licensed by the State Contractors License Board to perform the work described in the Bid Proposal.

Provide on the following page labeled "Criminal Convictions Information." (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

VIOLATION OF LAW OR A SAFETY REGULATION

Has the Bidder, any officer of the Bidder, or any employee who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of a law or a safety regulation?		
🗌 Yes 🗌 No		
If the answer is yes, expla	in the circumstanc	es in the following space.
Name of bidder (print)		Signature
Address		State Contractors' License No. & Classification
City	Zip Code	Telephone

CONSTRUCTION CONTRACT FOR CAPITAL IMPROVEMENTS

CITY OF IRVINE

WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501

This Contract made and entered into this _____ day of _____, 20___, by and between City of Irvine, a municipal corporation of the State of California, hereinafter referred to as "CITY" and ______, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

- 1. The complete Contract includes all of the Contract Documents, which are incorporated herein by this reference, to wit:
 - a) Permits and Agreements
 - b) Contract
 - c) Addenda
 - d) Instructions to Bidders, Proposal Requirements and Conditions
 - e) Special Provisions
 - f) Plans
 - g) Specifications

The Contract Documents are complementary, and that which is required by one shall be as binding as if required by all.

- 2. CONTRACTOR shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Work required to enhance Workplace Security at the Irvine City Hall and the Operations Support Facility. The work involves major renovation of the Police Department Lobby including bullet resistant counter window glazing and bullet resistant under counter panels. Other work requires the modification of counters in the City Council Chambers, Community Development Lobby, and the Lobby Counter of the 1st Floor and the Community Services/Public Works Department on the 2nd Floor. Additionally the following work is required at the Operation-Support Facility: fencing, exterior lighting and lobby alterations.
- 3. CONTRACTOR agrees to perform all the said work and furnish all the said materials at his own cost and expense that are necessary to construct and complete in strict conformance with Contract Documents and to the satisfaction of the Engineer, the work hereinafter set forth in accordance with the Contract therefore adopted by the City Council.

4. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for performance of this work of improvement as described, the stipulated sum of

(\$_____) the "Contract Price."

CITY agrees to make progress payments and final payment in accordance with the method set forth in the Special Provisions.

- 5. CONTRACTOR agrees to commence construction of the work provided for herein within ten (10) Calendar Days after the date specified in the Notice to Proceed, and to continue diligently in strict conformance with Contract Documents and without interruption, and to complete the construction thereof within **seventy (70) Working Days** after the date specified in the Notice to Proceed.
- 6. Time is of the essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Contract. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: **fifteen hundred** Dollars **(\$1,500.00)** per Calendar Day, for each and every Calendar Days delay in finishing the Work except plant establishment work in excess of the number of Working Days prescribed above. If liquidated damages are not paid, as assessed by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Contract in addition to any other remedy available to CITY. By executing this Contract, CONTRACTOR agrees that the amount of liquidated damages is reasonable and shall not constitute a penalty.
- 7. In accordance with State of California Senate Bill No. 854, CONTRACTOR will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. CONTRACTOR shall notify the CITY in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that CONTRACTOR'S or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.
- 8. CONTRACTOR will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the office of the City Clerk of the City of Irvine. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.
- CONTRACTOR shall be subject to the penalties in accordance with Labor Code of § 1775 for each worker paid (either by him or by any subcontractors under him) less than the prevailing rate described above on the work provided for in this Contract.
- 10. CONTRACTOR and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the CONTRACTOR and subcontractors shall keep an

accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the CONTRACTOR to penalty and forfeiture provisions of the Labor Code § 1813.

- 11. CONTRACTOR will comply with the provisions of Labor Code § 1777.5 pertaining to the employment of apprentices to the extent applicable to this Contract.
- 12. CONTRACTOR, by executing this Contract, hereby certifies:

"I am aware of, and will comply with the Labor Code § 3700 by securing payment for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Agency before execution of the Contract. The CITY, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the CONTRACTOR to comply with this paragraph."

CONTRACTOR further agrees to require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California.

- 13. CONTRACTOR shall, concurrent with the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the work "Performance Bond", and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished "Payment Bond." This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
- 14. CONTRACTOR shall, prior to commencing work, furnish certificates evidencing compliance with all requirements of the Contract Documents pertaining to insurance.
- 15. Any amendments to any of the Contract Documents must be in writing executed by the CONTRACTOR and the CITY. Any time an approval, time extension, or consent of the CITY is required under the Contract Documents, such approval, extension, or consent must be in writing in order to be effective.
- 16. This Contract contains all of the agreements and understandings of the parties and all previous understandings, negotiations, and contracts are integrated into and superseded by this Contract.
- 17. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the

parties hereunder.

- 18. The persons executing this Contract on behalf of the parties hereto warrant that they are duly authorized to execute this Contract on behalf of said parties and that, by so executing this Contract, the parties hereto are formally bound to the provisions of this Contract.
- 19. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 20. In performing its obligations and duties under this Contract, each party shall comply with all applicable local, state, and federal laws, regulations, rules, standards and ordinances.
- 21. In the event any action is brought between the parties hereto relating to this Contract or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs in connection with such action or proceeding.
- 22. This Contract may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.
- 23. This Contract is to be governed by the laws of the State of California.

IN WITNESS WHEREOF, the said CONTRACTOR and the Director of Public Works, and City Manager, of the CITY have caused the names of said parties to be affixed hereto, the day and year first above written.

CONTRACTOR

(If Corporation, 2 signatures are required)

Ву_____

Print Name

Title

Ву _____

Print Name

Title

CITY OF IRVINE A Municipal Corporation

Sean Joyce City Manager of the City of Irvine

Manuel Gomez Director of Public Works

ATTEST:

Molly McLaughlin City Clerk

APPROVED AS TO FORM: RUTAN & TUCKER, LLP

Jeffrey Melching

PERFORMANCE BOND

WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501

The conditions of this obligation are such that whereas the Principal entered into a contract attached hereto, with the City of Irvine.

jointly and severally, firmly by these presents.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original terms thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void otherwise this obligation shall remain in full force and effect.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modifications of the Contract Documents and/or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, and all to be taxed as costs and included in any judgment rendered by a court of law.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of ______, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

ATTEST:

(Principal)	
(Address)	
(By)	
(Title)	
. , .	
(Surety)	
(Address)	
(By)	
(Title)	
(100)	

PAYMENT BOND

WORKPLACE SAFETY ENHANCEMENTS AT IRVINE CITY HALL AND OPERATIONS SUPPORT FACILITY CIP 361501

KNOW ALL MEN BY THESE PRESENTS that we ______, as Principal, and ______ as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of _______(\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

The condition of this obligation is such that, if said Principal or his subcontractors, or heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any of the persons named in the Civil Code § 9100 for any material used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any amount due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors with respect to such work and labor, then said Surety will pay and, also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of all persons named in the aforesaid Civil Code § 9100 to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the Contract Documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of ______, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

ATTEST:

(Principal)	
(Address)	
-	
(By)	
(Title)	
(Surety)	
(Address)	
-	
(By)	
(Title)	

- A. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 2015 EDITION, EXCEPT AS MODIFIED BY THESE SPECIAL PROVISIONS AND 2016 CUMULATIVE SUPPLEMENT.
- B. THESE ADDITIONS, DELETIONS, AND AMENDMENTS MODIFY THE SPECIFICATIONS IN THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 2015 EDITION AND 2016 CUMULATIVE SUPPLEMENT.
- C. THESE ADDITIONS, DELETIONS, AND AMENDMENTS SHALL TAKE PRECEDENCE IN THE EVENT OF A CONFLICT WITH ANY STANDARD SPECIFICATIONS.
- D. AS A CONVENIENCE, THESE ADDITIONS, DELETIONS, AND AMENDMENTS HAVE BEEN ARRANGED IN A FORMAT THAT PARALLELS THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 2015 EDITION AND 2016 CUMULATIVE SUPPLEMENT.

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS

REVISE as follows:

1-1 GENERAL. ADD the following term:

The word provide shall mean furnish and install.

1-2 TERMS AND DEFINITIONS. MODIFY to ADD the following:

Acceptance, Final Acceptance – Formal action by the Agency acknowledging the Work is complete.

Agency/Board/City – The City of Irvine, a municipal corporation.

Agency Representative – The person or engineering/architectural firm Agency authorizes to represent it during the performance of the Work by the Contractor and until Final Acceptance. The Agency Representative means the Agency Representative or his assistants.

Calendar Day – The 24-hour day denoted on the calendar.

Calendar Month – The period including the first through the last day of a month.

City – See Agency.

Clarification – Verbal or written interpretation of Contract Documents by the Agency Representative to clarify intent, procedures, materials or processes with no change in contract sum or time.

REPLACE the definition for "Engineer" with the following:

Engineer – The City Engineer acting either directly or through the Agency Representative.

Field Order – Authorization by Agency Representative to proceed with Change Order work after completion of negotiations, but before the issuance of the Change Order.

Laboratory – The laboratory authorized by the Agency or the Agency Representative to test material and work involved in the project.

Major Bid Item – A single Contract item constituting ten percent (10%) or more of the original Contract Price.

Request for Quotation – Contemplated revision of Contract Documents by the Agency requesting detailed information from the Contractor on impacts to contract sum or contract time.

State Standard Specifications – Standard Specifications issued by the State of California, Department of Transportation, 2015.

1-3. ABBREVIATIONS

1-3.2 Common Usage. MODIFY to ADD the following:

Abbreviation CSMP	Word or Words Construction Site Monitoring Program
DBE	Disadvantaged Business Enterprise
ESA	Environmentally Sensitive Area
НМА	Hot Mix Asphalt
NOI	Notice of Intent
SWMP	Storm Water Management Plan
SWRCB	State Water Resources Control Board
WPCP	Water Pollution Control Program
WDID	Waste Discharge Identification Number

DELETE the abbreviation of MUTCD and SUBSTITUTE with the following:

MUTCD Califor	ia Manual on Uniform Traffic Control Devices
---------------	--

1-3.3 Institutions. MODIFY to ADD the following:

Abbreviation Al	Word or Words The Asphalt Institute
AIA	American Institute of Architects
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance of Way Association
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
NFPA	National Fire Protection Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials

SECTION 2 - SCOPE AND CONTROL OF THE WORK

REVISE as follows:

2-2 ASSIGNMENT. MODIFY to ADD the following:

The performance of the Contract may not be assigned, except upon the written consent of the Agency. Consent will not be given to any proposed assignment that would relieve the original Contractor or its Surety of their responsibilities under the Contract, nor will the Agency consent to any assignment of any part of the Work under the Contract.

Assignment of this Contract shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

2-3 SUBCONTRACTS.

2-3.1 General. MODIFY to ADD the following:

If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to the Agency for the acts and omissions of his subcontractor as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Agency. The Contractor shall bind every subcontractor to be bound by the terms of the Contract Documents as applicable to his work.

Debarred contractors shall not be employed on the Work pursuant to the provisions of Labor Code § 1777.1 and the City of Irvine Council Ordinance No. 08-10. The Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site: http://www.dir.ca.gov/dlse/debar.html

A list of individuals, firms and organizations debarred, suspended or who have voluntarily excluded themselves from Federal Procurement and Non-Procurement Programs is maintained by the US General Services Administration. This excluded parties list is available from the website: <u>http://www.sam.gov</u>

In accordance with SB 854, the Contractor and each of its subcontractors shall maintain a valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

Prior to including a subcontractor's name on the bid, the Contractor shall be responsible for verifying that each of its subcontractors are properly licensed and not debarred from performing the designated work.

This requirement shall be enforced as follows: Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the Contract. If any subcontractor or person employed by the Contractor is deemed by the Engineer to be incompetent or to act in an improper manner, at the request of the Engineer, they shall be dismissed immediately from the job and shall not be employed again on the Work.

A copy of each subcontract is required to be filed with the Agency before the subcontractor begins work. Each subcontract shall contain a reference to the Contract between the Agency and the Contractor, and the terms of that Contract and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment by the Contractor at the order of the Agency if in the Agency's opinion the subcontractor fails to comply with the requirements of the Contract.

2-3.2 Self Performance. *DELETE in its entirety and SUBSTITUTE with the following:* The Contractor shall perform, with its own organization, Contract work amounting to at least 15 percent of the Contract Price on building/facility contracts, and at least 50 percent of the Contract Price on all other Public Works contracts except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

The provisions in 2-3.2 of these Special Provisions require that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original Contract Price is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal Aid Construction Contracts" of these Special Provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

2-3.3 Status of Subcontractors. MODIFY to ADD the following:

The City will not conduct business with an individual, firm or organization, and the Contractor shall not employ or otherwise use any subcontractor, supplier, or equipment vendor at any tier that is on the City's debarment list, the Department of Industrial Relations debarment list, or on the US General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. ADD the following after the 2nd paragraph:

All work of the Contract including, but not limited to, the general nature and character of the work area and conducting of Contractors' operations shall be performed in accordance with the Standard Specifications for Public Works Construction, 2015 edition, and all supplements thereto, except as modified in these Special Provisions and as follows:

Work to be performed which is directly related to the construction and/or modification of traffic, striping, signing, markings or signals; work within State right of way; and, work which are directly related to the construction of bridges and bridge appurtenances shall be performed in accordance with the State Standard Specifications, current edition as of bid date.

As applicable, unless modified elsewhere in these Special Provisions, Work of the Contract shall conform to current editions of: Uniform Building, Plumbing, Mechanical Codes; Uniform Fire Code; National Electrical Code; and, City of Irvine amendments thereto.

DELETE last paragraph in its entirety and SUBSTITUTE with the following:

If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the Plans or in any survey, the Contractor shall promptly notify the Agency of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall promptly notify the Agency in writing of such conflict.

The Agency, on receipt of any such notice, will investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after its discovery of such an error, discrepancy, or conflict that is directly or indirectly affected by such error, discrepancy, or conflict, will be at its own risk and it shall bear all cost arising therefrom.

The Agency will provide, free of charge, three (3) copies of Special Provisions for the Contractor and one (1) copy of Special Provisions for each subcontractor listed in the Bidder's Proposal. Any Plans or Special Provisions required by the Contractor/subcontractor in addition to the above can be provided by Agency at Contractor's expense. The Contractor shall keep one set of Special Provisions in good order and available to the Agency Representative at the site of the Work.

2-5.2 Precedence of Contract Documents. *DELETE the order of precedence and SUBSTITUTE with the following*:

- a) Permits and Agreements
- b) Change Orders and/or Supplemental Agreements; whichever occurs last
- c) Contract
- d) Addenda
- e) Instructions to Bidders, Proposal Requirements and Conditions
- f) Bid/Proposal
- g) Special Provisions
- h) Plans
- i) Specifications

ADD:

2-5.2.1 Interpretation of Specifications. Work not particularly specified shall be the same as similar parts that are specified. Specifications shall govern as to materials, workmanship, and installation procedures. Specifications requiring higher quality material or workmanship shall prevail. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the Specifications, reference shall be made to Engineer whose decision thereon shall be final.

2-5.3 Submittals.

2-5.3.1 General. *MODIFY to ADD the following:* The review period begins a new upon each submittal or resubmittal.

In providing specified submittals, the Contractor certifies that they are complete in all respects and all materials, equipment, and other work shown thereon conforms to the Contract Documents.

Where a manufactured item is designed or engineered by the manufacturer, fabricator, subcontractor, consultant or designee, the drawings and supporting calculations shall be stamped and signed by an engineer registered by the State of California executing the design within the scope of his registration. Unless otherwise accepted by the Engineer, data shall be submitted only by the prime Contractor. Data that, in the opinion of the Engineer, are incomplete or have not been checked by the prime Contractor or are illegible will be considered as not complying with the Contract requirements and will be returned to the Contractor for resubmittal in the proper form. The City may make this determination at any time during the review period.

Data shall be submitted in a format similar to the arrangement of the applicable section(s) of the Specifications unless otherwise specified. Any submittal not following the format specified, and not conforming to the requirements listed below, will be returned for resubmittal without review.

- a) Data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices, the external connections, anchorages, and supports required, performance characteristics, dimensions needed for installation and correlation with other materials and equipment, and all additional information as required in the detailed section(s) of the Contract Documents. Identify field dimensions; show relation to adjacent or critical features, work or products.
- b) Calculations to support the adequacy of the design in meeting specified performance ratings or requirements shall be submitted when required by the Specifications.
- c) Each drawing or data sheet shall be clearly marked with the name of the project, the Contractor's name, and references to applicable Specification paragraphs and Plan sheets. Submittals containing multiple drawings or data sheets shall be collated prior to submittal for review.
- d) Data sheets, catalog cuts or drawings showing more than the particular item under consideration shall be marked to cross out all but the applicable information. Submit only pertinent pages; mark each copy of standard printed

data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

- e) Data submitted shall include drawings showing wiring and/or pipe layouts. Any changes proposed by the Contractor shall be stated in a cover letter and essential details of such changes shall be clearly shown in the data submitted.
- f) Present in a clear and thorough manner. Title each drawing with project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- g) Provide manufacturer's preparation, assembly and installation instructions.
- Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Engineer's selection.
- Submit samples to illustrate functional characteristics of products, including parts and attachments. Label each sample with identification required for transmittal letter. Approved samples which may be used in the Work are indicated in the Specification section.
- j) Provide field samples of finishes for the Work, at location acceptable to Agency Representative, as required by individual Specifications section. Install each sample complete and finished. Finishes in place that have been accepted by the Agency Representative may be retained in completed work.

Submittals shall be accompanied by a letter of transmittal listing the contents of the submittal. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop drawings shall be submitted with sufficient time for Agency's review and in orderly sequence in accordance with the progress schedule to cause no delay in prosecution of the Work. Drawings shall be submitted on 11"x17" or 24"x36" sheet sizes only. Any submittal not accompanied by such a transmittal, or where all applicable items on the form are not complete, will be returned for resubmittal.

A separate letter of transmittal shall be used for each specific item or class of materials or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single letter of transmittal will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. Submittals transmitted by facsimile will not be accepted.

The Agency will return any submittal sent (1) without a transmittal letter, (2) with an incomplete form, or (3) by facsimile.

The Contractor shall assign a unique sequential number to each submittal package, which shall be clearly written in the space provided on the transmittal letter. This number shall be used in all correspondence to the Agency when referencing to a particular submittal. The Contractor shall be responsible for ensuring the same submittal number is not assigned to different submittal packages. Resubmittals shall incorporate the original submittal number followed by the revision number (i.e., the first resubmittal of submittal #1 is numbered 1R1, the second 1R2, etc.). The Agency will return improperly numbered submittals without review. The Contractor shall indicate on the transmittal letter that either no exceptions to the Contract Documents are taken or deviations are submitted. All deviations indicated shall be listed on the transmittal letter and the Contractor shall be solely responsible for any omitted deviations. If any deviations are omitted, the Agency will return the submittal and the engineering data without review for resubmittal. Any consequences from the resulting delay shall be fully borne by the Contractor.

The Engineer's review of the Contractor's submittals will cover only general conformity to the Contract Documents. The Engineer's acceptance of drawings returned marked NO EXCEPTION TAKEN or RESUBMITTAL NOT REQUIRED (CORRECTIONS ARE NOTED) shall not constitute a blanket approval of dimensions, qualities, and details of the materials, equipment, device, or item shown, and does not relieve the Contractor from any responsibility for errors, omission or deviations from conforming to the Contract Documents. The Agency reserves the right to subsequently reject any previously accepted equipment, material, and/or construction method that deviates from the Contract Documents. When the drawings and data are returned marked CORRECT AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the Engineer, resubmittal shall be made in the same manner as the original submittal.

If the Engineer rejects the submittals, the Contractor is responsible for any subsequent time delays at no additional compensation from the Agency. Subject to these requirements, drawings and data, after final processing by the Engineer, shall become a part of the Contract Documents, and the work shown or described thereby shall be performed in conformity therewith unless otherwise required by the Engineer. In the event of conflict between accepted submittals and the other Contract Documents, the most stringent requirements shall apply unless the Agency has agreed in writing to less stringent requirements in response to a deviation listed on a submittal letter of transmittal.

No portion of the work requiring a submittal shall be commenced until the submittal has been reviewed by the Engineer and returned to the Contractor with a notation indicating that resubmittal is not required.

The review by the Engineer is only of general conformance with the design concept of the project, and general compliance with the Contract Documents and shall not be construed as relieving the Contractor of these full responsibilities for providing materials, equipment, and work required by the Contract; the proper fitting and construction of the Work; the accuracy and completeness of the submittals; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.

2-6 WORK TO BE DONE. ADD the following after the 1st paragraph:

The Contractor shall leave the Work area in a neat condition. Any work not specified in the Specifications but necessary to complete the Work according to law and governmental codes and regulations shall be performed by the Contractor as if in the Specifications.

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Agency thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense.

2-8 RIGHT OF WAY. *DELETE the* 1st sentence and SUBSTITUTE with the following: Rights of way, easements, agreements, licenses, or rights of entry (all referred to as right of way) for the Work have been provided by the Agency. Temporary right-of-way to construct one or more portions of the Work may also have been acquired by the Agency. If temporary right of way was acquired, the documents or their contractual terms and obligations are included in the Contract Documents. The Contractor shall comply with all the terms and obligations related to the physical use of the temporary right of way and its eventual return of the property to the owner. The Contractor shall schedule the Work that may include landscape establishment, maintenance periods, and final acceptance within the temporary right of way agreement. Should the Work be delayed through no fault of the Agency, the Contractor shall be responsible for all costs incurred by the Agency to extend use of the temporary right of way.

MODIFY to ADD the following:

Work in the public right of way shall be done in accordance with the requirements of the permit issued by the public agency in whose right of way the Work is located in addition to conforming to the Contract Documents. If a permit or traffic control plan is not required, the Work shall conform to the standards set forth in the MUTCD.

The Contractor shall not allow his employees to use private property for any reason or to use water or electricity from such property without providing the City written permission from the owner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing any work or doing any activity on lands outside the public rights of way.

The Contractor shall hold harmless, indemnify, and defend the Agency, the Agency Representative and each of their officers, employees, and agents from all claims or suits for damages occasioned by such work or activity, whether done according to this section and with permission from the Agency or in violation of this section without permission from the Agency. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claims or suits.

The Contractor shall comply with City of Irvine Municipal Code § 5-9-521 Construction Site and Vacant Property Security, and be fully responsible for locating and obtaining permission to use equipment yards or material storage site(s). The Contractor shall assume full responsibility and costs for property rental, site preparation, maintenance and cleanup in a manner satisfactory to the City and the property owner.

If, through the failure of the Agency to acquire or clear right of way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, the Contractor will be paid an amount as the Engineer may find to be a fair and reasonable compensation for such part of the Contractor's actual loss as, in the opinion of the Engineer, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for as provided in 3-3 with the following exceptions:

- a) The right of way delay factor for each classification of equipment shown in the State of California, Department of Transportation publication entitled "Equipment Rental Rates and Labor Surcharge," current edition at the time of bid opening will be applied to such equipment rental rate.
- b) The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but in no case will exceed eight (8) hours in any day.
- c) The days for which compensation will be paid will be the Calendar Days, excluding Saturdays, Sundays and legal holidays, during the existence of such delay.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of men, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined, as provided herein, and compensation for idle time of men will be determined as provided in 3-3.

If the performance of the Contractor's work is delayed as a result of the failure of the City to acquire or clear right of way, an extension of time determined pursuant to the provisions in 6-6 will be granted.

2-10 AUTHORITY OF BOARD AND ENGINEER. *MODIFY to ADD the following:* The Contractor is subject to the provisions of Government Code § 8546.7, which provides that this Contract and related documents are subject to the examination and audit of the State Auditor, at the request of the Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Contract.

The Agency reserves the right to audit the Contractor's books, records, and documents related to the Contractor's performance and the Contractor's compliance with all of the terms and conditions of this Contract at any time. Upon request by Agency, Contractor shall prepare and submit to Agency any reports concerning Contractor's performance of the services rendered under this Contract. With 72 hours advance written notice delivered to Contractor, Agency shall have access to the books, records and documents of Contractor related to Contractor's performance of this Contract in the event any audit is requested.

All drawings, documents, and other materials prepared by Contractor in the performance of this Contract:

- a) Shall be the property of Agency and shall be delivered at no cost to Agency upon request of Agency or upon the termination of this Contract, and
- b) Are confidential and shall not be made available to any individual or entity without prior written approval of the Agency.

2-11 INSPECTION. DELETE in its entirety and SUBSTITUTE with the following: Inspection of the Work will be conducted by an Agency Representative and will include

monitoring and enforcing compliance of materials, equipment, installations, workmanship, methods and requirements of the Contract Documents.

The Agency Representative shall, at all times, have safe access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the work hours in which inspection is required, the Contractor shall give at least two (2) Working Days written notice to the Agency Representative so that inspection may be made.

All installations which are to be backfilled or otherwise covered will be inspected by the Agency Representative prior to backfilling or covering. The Contractor shall give the Agency Representative a minimum of two (2) days advance notice prior to backfilling or covering any part of the Work.

Work or materials concealed or performed without the prior notice specified above, will be subject to such tests or exposure as may be necessary to prove to the satisfaction of the Engineer, that all materials used and the work done are in strict conformity with the Contract Documents. All labor and equipment necessary for exposing and testing shall be furnished and paid for by the Contractor. The Contractor shall replace, without additional cost to the Agency, any materials or work damaged by exposure or testing.

Defective work shall be made good at the Contractor's expense including any unsuitable materials and equipment that may have been previously inspected by the Agency Representative, and/or that payment therefore has been included in an estimate for payment.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all requirements of the Contract.

All submittals and correspondence between the Agency and the Contractor, related to inspection of the Work of this Contract, shall be directed to the Engineer.

ADD:

2-11.1 Inspection Requirements. The Contractor shall notify the Agency Representative a minimum of 48 hours before inspection is required.

a) Unless specified elsewhere in the Special Provisions, inspection of the Work will be provided by the Agency during the hours specified in the Notice Inviting Bids, exclusive of Agency holidays. Any inspections requested by or made necessary as a result of the actions of the Contractor beyond the hours stated above shall be paid for by the Contractor at the prevailing rate of 1-1/2 times the regular hourly wage rate, plus 21% for overhead costs.

The Contractor shall submit a request to the Engineer for approval, a minimum five (5) Calendar Days, in advance of inspections requested by or made necessary as a result of the actions of the Contractor on Saturdays, Sundays or Agency and/or Federal holidays. The Contractor shall pay for these inspections at the prevailing rate of 1-1/2 times for Saturdays and 2 times the regular hourly wage rate for Sundays or Agency and/or Federal holidays or Agency and/or Federal holidays or Agency and/or Federal holidays plus associated overhead costs.

For purposes of this section, the following holidays are observed by the Agency:

New Year's Day Martin Luther King Jr. Day Presidents' Day Memorial Day Independence Day Labor Day Veterans Day Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day

A construction calendar showing the days that each of the above holidays will be observed is available upon request from the Engineer.

 b) The Contractor shall telephone the designated Agency Representative at least two (2) Working Days prior to starting construction or resuming construction following suspension of the Work for any reason.

Prior to commencing any work on the Contract, the Contractor shall submit a completed Inspection Overtime Permit form provided by the City of Irvine.

- c) In addition to any inspection required by Codes and/or Ordinances or Contract Documents, Contractor shall notify the Engineer a minimum of 2 days prior to the permanent concealment of any materials or work. The following list is typical but not all inclusive of such required inspections:
 - 1) Foundation/subgrade material, footing and slab beds
 - 2) Reinforcing for concrete, masonry and plaster
 - 3) Contact surface of concrete forms
 - 4) Concrete and masonry surfaces
 - 5) Piping and conduit
 - 6) Finish grade prior to paving, seeding or planting
 - 7) All soil mixes prior to installation
 - 8) All chemicals and amendments prior to installation or application

2-12 SPECIAL NOTICES. MODIFY to ADD the following:

Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purpose whatsoever, unless served in the following manner:

- a) If the notice is given to the Agency, by personal delivery or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to the Agency, postage prepaid and registered.
- b) If the notice is given by the Engineer to the Contractor by personal delivery to said Contractor or to his authorized representative or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at

his regular place of business or such other address as may have been established for the conduct of the work under this Contract, postage prepaid and registered.

c) If notice is given to the surety or any other person by personal delivery to said surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of said surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

ADD:

2-13 CORRESPONDENCE. Unless specified otherwise or requested by the Engineer, the use of facsimile (fax) machines or internet email for the transmittal of routine correspondence, including submittals, shall not be allowed. The City will allow the use of fax machines or internet email for urgent matters such as notification of change of conditions. Unless otherwise allowed by the Engineer, all faxes or internet email shall be directed to the Engineer. The fax number and internet email address for the Engineer will be provided at the pre-construction meeting. Faxes or internet email received after 2:00 p.m. shall be considered as being received the following working day. All faxes or internet email shall be followed up with a paper copy that is mailed to the Engineer on the same day the fax or internet email is forwarded. The Engineer will not accept any illegible faxed or internet email correspondence.

ADD:

2-14 CONTRACT COORDINATION. The Contractor shall coordinate scheduling, submittals, and the Work to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

In addition to weekly progress meetings, as required by the Agency, the Contractor shall hold coordination meetings and pre-installation conferences with Agency Representatives and subcontractors to assure coordination of Work.

Should the Agency exercise partial Acceptance or beneficial occupancy of premises, the Contractor shall coordinate access to site to complete work or to correct defective work and work not in strict conformance with Contract Documents to minimize disruption of Agency's activities.

SECTION 3 - CHANGES IN WORK

REVISE as follows:

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. ADD the following after the 1st paragraph:

The Contractor may initiate changes by submitting a written Change Order Request to the Engineer containing:

- a) Description of the proposed changes.
- b) Statement of the reason for making the changes.
- c) Reference applicable specifications sections and specific plans in support of the request.
- d) Statement of the effect on the Contract Price and Contract time.
- e) Statement of the effect on the work of separate subcontractors.
- f) Documentation supporting any change in Contract Price or Contract time as appropriate.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. *DELETE in its entirety and SUBSTITUTE with the following:* The Agency may issue a Change Order for modifications of Work including, but not limited to, the Specifications, character, quantity or time of Work. Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, and any adjustment in the Contract time of completion.

The Engineer may order minor changes in the Work not involving an increase or decrease in the contract amount, nor involving a change in the time for completion but consistent with the purposes for which the works are being constructed. If the Contractor believes that any order for minor changes in the work involves changes in the Contract Price or time of completion, the Contractor shall not proceed with the minor changes so ordered and shall immediately, upon the receipt of such order, notify the Engineer in writing of his estimate of the changes in the Contract Price and time of completion he believes to be appropriate.

No payment for changes in the Work will be made and no change in the time of completion by reasons of changes in the Work will be made, unless the changes are covered by a written Change Order approved by the Agency in advance of the Contractor's proceeding with the changed work.

Once a Change Order is finalized and executed by both parties, the Contractor waives its right to seek any additional compensation for the work covered by the Change Order or any project impacts. The Contractor agrees that all Change Orders constitutes full payment for the work covered by the Change Orders, including all direct and indirect overhead expenses.

Notwithstanding any other provision in the Contract Documents, the Agency's issuance of a Change Order shall not constitute a waiver by the Agency of, or preclude the Agency in any way from, asserting any claim with respect to the same, including but not limited to, a claim of breach of contract or claim that the issued Change Order covers work included in the scope of Work set forth in the Contract Documents for which the Contractor was not entitled to any additional funds.

A Change Order is approved when the Agency signs the Change Order.

A Contract Change Order approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved Contract Change Order not executed by the Contractor, the Contractor shall proceed with the Change Order work in accordance with 3-5 of the Standard Specifications, and submit a written protest to the Engineer within fifteen (15) days after the receipt of the approved Contract Change Order. The protest shall state the points of disagreement citing the Specification references, quantities and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved Contract Change Order, and that payment shall constitute full compensation for all work included therein or required thereby. Unprotested approved Contract Change Orders will be considered as executed Contract Change Orders.

The Engineer may initiate changes by submitting a Request for Quotation to Contractor. Such request will include detailed description of the change, products, and location of the change in the Work, supplementary or revised Specifications. Such request is for information only and is not an instruction to execute the changes, or to stop work in progress.

The Contractor shall support each quotation for a lump-sum proposal, and for each unit price that has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.

On request, the Contractor shall provide additional data to support time and cost computations, labor required, equipment required, products required, recommended source of purchase and unit cost, and quantities required, taxes, insurance and credit for work deleted from Contract, similarly documented, justification for any change in Contract time.

The Contractor shall support each claim for additional costs, and for work done on a timeand-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information as follows:

- a) Name of the Agency Representative who ordered the work, and date of the order.
- b) Dates and times work was performed, and by whom.
- c) Time record, summary of hours worked, and hourly rates paid.
- d) Receipts and invoices for equipment used, listing dates and times of use, products used, listing of quantities, and subcontracts.

In lieu of a Request for Quotation, the Engineer may issue a written Field Order for the Contractor to proceed with a change for subsequent inclusion in a Contract Change Order. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Price and any change in Contract time. Agency Representative will sign and date the Field Order as authorization for the Contractor to proceed with the changes. Contractor may sign and date the Field

Order to indicate agreement with the terms therein. Contractor shall proceed with the work so ordered prior to actual receipt of an approved Contract Change Order.

3-2.2 Contract Unit Prices.

3-2.2.1 General. ADD the following after the 2nd paragraph:

In the case of such an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of twenty-five percent of the total cost of such item based on the original quantity and Contract Unit Price.

3-2.2.2 Increases of More than 25 Percent. MODIFY to ADD the following:

If payment for units of a bid item that exceeds125 percent of the price shown on the Bid Item List is less than \$5,000 at the unit price, the Engineer may not adjust the unit price unless asked to do so in writing by the Contractor.

3-2.4 Agreed Prices. ADD the following after the 1st sentence:

Agreed prices shall be negotiated before commencement of the changed work.

3-3 EXTRA WORK.

3-3.2.1 General. *DELETE in its entirety and SUBSTITUTE with the following:* When the price for the extra work cannot be agreed upon prior to the commencement of the work, the Agency will pay for the extra work based on the accumulation of costs as provided herein.

3-3.2.3 Tool and Equipment Rental. *DELETE in its entirety 2nd paragraph and SUBSTITUTE with the following:*

The rates to be used for determining equipment rental costs shall be those rates listed for such equipment in the State of California, Department of Transportation (Caltrans) publication entitled "Equipment Rental Rates and Labor Surcharge", which is in effect on the date upon which the work is accomplished, regardless of ownership and any rental or other agreement entered into by the Contractor, if such may exist, for the use of such equipment. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, the Engineer will establish a suitable rental rate for such equipment. The Contractor may furnish any cost data, which might assist the Engineer in the establishment of such rental rate. Equipment Rental Rates and Labor Surcharge publication is available from Caltrans at http://www.dot.ca.gov/hq/construc/equipmnt.html. Rental time will not be allowed while equipment is inoperative due to breakdowns.

Operators of rented equipment will be paid for as provided in 3-3.

3-3.2.3 Markup.

3-3.2.3.1 Work by Contractor. *DELETE in its entirety and SUBSTITUTE with the following:*

The following percentages will be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead, increase in Contractor's bonds, administrative expenses and profit on work by the Contractor:

- a) Labor 20%
- b) Materials 15%

- c) Equipment Rental 15%
- d) Other Items and Expenditures 15%

3-3.2.3.2 Work by Subcontractor. *DELETE in its entirety and SUBSTITUTE with the following:*

When any part of the extra work is performed by a subcontractor, of any tier, the markup established in 3-3.2.3.1 shall be applied to the subcontractor's actual cost of such work. Contractor markup on subcontractor work shall be limited to five percent.

No payment shall be made for any item not set forth in 3-3.2.3.1 and 3-3.2.3.2, including without limitation, Contractor's overhead, general administrative expense, supervision or damages claimed for delay in prosecuting the remainder of the work.

This provision shall not be construed to preclude the recovery of damages by the Contractor stemming from delay for which the Agency is responsible, which is unreasonable under the circumstances involved, and which was not within the contemplation of the Agency and the Contractor.

3-3.3 Daily Reports by Contractor. *ADD the following after the 1st sentence:* The Contractor shall notify the Agency Representative at the beginning of each day when extra work is in progress. No payment will be made for work not verified by the Agency Representative.

SECTION 4 - CONTROL OF MATERIALS

REVISE as follows:

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. ADD the following before the 1st sentence in the 1st paragraph: The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Special Provision to be furnished by the Agency.

ADD:

4-1.1.1 Contractor Equipment and Plants. Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project. Such equipment and plants shall be maintained in a good state of repair during the process of the Work. No obsolete or badly worn equipment and plants shall be used. Manufacturer's ratings shall not be exceeded.

Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure a production rate of sufficient material to carry to completion within the time limit(s) specified in the Contract Documents, if any.

The Contractor, when ordered by the Engineer, shall remove unsuitable equipment from the work site and discontinue the operation of unsatisfactory plants and equipment.

ADD:

4-1.1.2 Adoption or Revision Date for Standards, Codes, and Tests. Whenever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code; specification or test in effect on the day of the Notice Inviting Bids is dated.

In accordance with the Public Contract Code § 3400, the Contractor shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) days of Contract award or before ten percent of the Contract Working Days have expired, whichever is less. This time is included in the number of Working Days allowed for the completion of the Work. The Engineer's decision regarding the acceptability of the substitution is final.

Materials, equipment, and supplies provided shall, without additional charge to Agency, fully conform with all applicable local, State and Federal safety laws, rules and regulations, and orders, and it shall be the Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefore on that particular material, equipment or supply as specified.

4-1.3 Inspection Requirements. *ADD the following before the 1st paragraph:*

Materials to be used in the Work will be subject to inspection and tests by the Engineer. The Contractor shall furnish without charge such samples as may be required. The Contractor shall furnish the Engineer a list of his sources of materials and the locations at which such materials will be available for inspection a minimum of twenty (20) Calendar Days in advance of their intended use. The Engineer may inspect, sample or test materials at the source of supply or other locations, but such inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer has free access at all times to the material to be inspected, sampled or tested. It is understood that such inspections and tests, if made at any point other than the point of incorporation in the Work, in no way shall be considered as a guarantee of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the Agency shall not relieve the Contractor or his suppliers of responsibility for quality control.

Manufacturers' warranties, guarantees, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before acceptance of the Contract Work.

Reports and records of inspections made and tests performed when available at the site of the Work, may be examined by the Contractor.

4-1.3.1 General. MODIFY to ADD the following:

The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The Agency assumes no obligation to inspect materials at the source of supply.

4-1.4 Test of Materials. MODIFY to ADD the following:

The Contractor shall furnish the Agency Representative with a list of his sources of materials in sufficient time to permit proper inspection and testing of materials to be furnished for such listed sources in advance of their use. The Contractor shall furnish without charge such samples as may be required.

Inspection and tests will be made by the Agency Representative or his designated representative, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the work, in no way shall be considered as guarantee of acceptance of such materials nor of continued acceptance of materials, presumed to be similar to that upon which inspection and tests have been made.

Tests of materials will be made in accordance with commonly recognized procedures of technical organizations and such special procedures as prescribed in the Contract Documents. Materials will be sampled and tested at such times during the process of the Work as deemed desirable by the Engineer, the Contractor shall cooperate in obtaining the samples.

ADD:

4-1.4.1 Testing Laboratory. The Contractor shall employ and pay for services of an independent testing laboratory, subject to approval by the Agency, to perform other testing and inspections services required by the Contract Documents.

Prior to start of Work, the Contractor shall submit his testing laboratory name, address and telephone number, and names of full-time registered engineer and responsible officer.

Employment of testing laboratories will in no way relieve Contractor of its obligation to perform the Work in accordance with Contract Documents.

Laboratory field technicians employed by the Agency shall have no authority to release, revoke, alter, or enlarge on requirements of Contract Documents, or to approve, accept or stop any portion of the Work.

The Contractor shall:

- a) Cooperate with laboratory personnel, provide access to work, arrange access to manufacturer's operations.
- b) Provide the laboratory with preliminary representative samples of materials to be tested, in required quantities.
- c) Furnish copies of mill test reports.
- d) Provide casual labor and facilities for access to work being tested; obtain and handle samples at the site; facilitate inspections and tests; provide facilities for the laboratory's exclusive use for storage and curing of test samples.
- e) Coordinate requests for testing through the Agency Representative. Notify Agency Representative a minimum of three (3) Working Days in advance of operations to allow for assignment of personnel and scheduling of tests.
- f) Pay for additional laboratory inspections, sampling and testing required for Contractor's convenience and when initial tests indicate that work does not comply with Contract Documents.
- g) When required by the Contract Documents, submit manufacturer's certificate, executed by responsible officer, certifying that the product(s) meet or exceed specified requirements. Provide certification in duplicate.

4-1.6 Trade Names or Equals. MODIFY to ADD the following:

The Contractor shall submit products list in accordance with the following:

- a) Within the time specified in 4-1.1.2 of the Standard Specifications and these Special Provisions, transmit number of copies Contractor needs plus four (4) of a list of major products which are proposed for installation, including name of manufacturer. Tabulate products by specification section number, title and article number.
- b) For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- c) The Engineer will reply in writing, stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

The following limitations shall apply to substitutions:

a) During the bidding period, Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this Subsection.

- b) Requests for substitutions of products will be considered only within the time period specified in the Contract Documents. Subsequent requests will be considered only in the case of product unavailability or other conditions beyond control of Contractor. Material delivery schedules will not be considered justification for substitution.
- c) Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request or when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- d) Substitute products shall not be ordered or installed without written acceptance by the Engineer.
- e) Only one request for substitution for each product line will be considered. When substitution is not accepted, provide specified product.
- f) The Engineer will determine acceptability of substitutions.

Requests for substitutions shall conform to the following:

- a) Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
- b) Identify product by specifications section and article numbers. Provide manufacturer's name and address, trade name or product, and model or catalog number. List fabricators and suppliers, as appropriate.
- c) Give itemized comparison of proposed substitution with specified product, listing variations, and reference to specifications section and article numbers.
- d) Give cost data comparing proposed substitution with specified product, and amount of net change to Contract sum.
- e) List availability of maintenance services and replacement materials.
- f) State effect of substitution on construction schedule, and changes required in other work or products.

Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product. The Contractor shall provide the same warranty for the substitution as for the specified product, shall coordinate installation of accepted substitute, making such changes as may be requested for Work to be complete in all respects, certifies that cost data presented is complete and includes all related costs under this Contract and waives claims for additional costs related to substitution which may later become apparent. The Contractor shall submit the number of copies the Contractor needs plus four of request for substitution. For accepted products, submit shop drawings, product data and samples, and tests conducted in accordance with 2-5.3.

ADD:

4-1.10 Agency-Furnished Materials. Materials which are listed as Agency-furnished materials in the Special Provisions will be available to the Contractor free of charge.

The Contractor shall submit a written request to the Engineer for the delivery of Agencyfurnished material at least fifteen (15) Working Days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

The locations at which Agency-furnished materials will be available to the Contractor free of charge will be designated in the Special Provisions. In those cases, the materials shall be hauled to the site of the Work by the Contractor at the Contractor's expense, including any necessary loading and unloading that may be involved. If the locations are not designated in the Special Provisions, the Agency-furnished materials will be furnished to the Contractor free of charge at the site of the Work. In either case, all costs of handling and placing Agency-furnished material shall be considered as included in the price paid for the contract item involving the Agency-furnished material.

The Contractor shall be responsible for Agency-furnished materials furnished to the Contractor, and shall pay all demurrage and storage charges. Agency-furnished materials, once furnished, delivered, or picked-up by the Contractor, that are lost or damaged from any cause whatsoever shall be replaced by the Contractor at the Contractor's expense. The Contractor shall be liable to the Agency for the cost of replacing Agency-furnished materials, and those costs may be deducted from any monies due or to become due the Contractor. All Agency-furnished material that is not used on the Work shall remain the property of the Agency, and the Contractor shall arrange with the Agency Representative for delivery back to the Agency at Contractor's expense

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. DELETE in its entirety and SUBSTITUTE with the following:

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Construction Schedule.

Within 10 working days after Notice of Award, the Contractor shall submit to the Engineer, for review and approval, the Construction Schedule for the entire project, in accordance with these Special Provisions. The Contractor shall correct any schedule deficiencies within 2 working days of the City's Deficiency Notice. All subcontractor work shall be incorporated in the Prime Contractor's schedule. Separate schedules will not be admitted.

Once the project commences, a weekly shall be submitted on the Monday of the week prior to the week of the scheduled work. All construction schedules shall be broken down in weekly intervals. All construction schedule submittals shall be in a tabulation form denoting clearly and accurately the scope of work.

The Contractor shall deliver to the Agency Representative a construction progress schedule employing the critical path method, in a form satisfactory to the Agency Representative, showing the proposed dates of commencement and completion of each item of the Work and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

The Contractor shall develop the Construction Schedule and shall prosecute the construction of the project in accordance with requirements of <u>Section 6-1.3</u>, <u>Order of the Work, Project Zones and Scheduling Restrictions</u> and all other applicable requirement of these Special Provisions, unless otherwise authorized by the Engineer. These requirements and restrictions shall be applicable to the baseline schedule approval and all subsequent schedule revisions as needed throughout the project.

When a change in the schedule occurs for any reason, the Contractor shall submit a revised construction schedule to the Engineer for review and approval within 3 Working Days. The Contractor shall only be allowed to work in areas identified in the most recent approved schedule. The full cost of this provision shall be considered as included in the cost for Mobilization and no additional compensation shall be allowed.

The schedule format shall be as follows:

- a) Prepare schedules as horizontal bar chart with separate bar for each portion of work or operation in accordance with approved schedule of values, identifying first workday of each week. Allow space for updating.
- b) Sequence of Listings: Chronological order of the start of each item of work.
- c) Sheet Size: Multiple of 8-1/2 x 11 inches.

Revisions to schedules shall:

a) Indicate progress of each activity to date of submittal, and projected completion date of

each activity.

- b) Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- c) Provide written report to define any problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect.
- d) Revise periodically as directed by the Agency Representative. Failure to comply with directive will be considered as grounds to delay progress payment.
- e) Show the revised critical path.

Required submittals:

- a) Submit initial schedules within ten (10) days after execution of the Contract. If requested, resubmit required revisions within seven (7) days of request.
- b) Submit an update schedule on or before the first day of each month, beginning one month after the initial schedule as outlined in (a) above. If requested, resubmit required revisions within seven (7) days of request.
- c) Submit four (4) copies of schedules to Agency Representative.
- d) Submit under transmittal letter.

6-1.2 Commencement of the Work.

The Contractor shall have a maximum of 30 Calendar Days to order materials and mobilize for construction. Following receipt and approval of materials, the contractor shall have 70 working days to construct the work within the 7 Project Zones defined in Section 6-1.3.

Contract Time shall commence upon the approval of materials, which shall be a maximum of 30 calendar days from the date identified in the Notice to Proceed issued to the Contractor. The Contractor shall not begin any construction on this project prior to this date, unless explicitly authorized by the Engineer. Work on non-construction items such as Public Notification may begin before the date identified in the Notice to Proceed, if approved by the Engineer.

The Contractor shall diligently prosecute the Contract to completion within the time limit provided in the Contract. Failure to begin work on the project within 15 days after the Notice to Proceed date may be considered as grounds for termination of the contract due to contractor breach as described in Section 6-4, Termination for Breach.

Work shall not commence prior to approval of a Baseline Construction Schedule by the Engineer. The Contractor's failure to submit an acceptable Construction Schedule prior to the project start date identified in the Notice to Proceed shall not entitle him to an extension of time or additional working days.

The Contractor shall notify the Agency Representative of his intent to begin work at least two (2) working days prior to the start of any scheduled or rescheduled work.

6-1.3 Order of the Work, Project Zones and Scheduling Restrictions.

6-1.3.1 General.

The Contractor shall not become <u>Engaged</u> in simultaneous construction in Project Zones 3, 5, 6 and 7, as defined in Section 6-1.3.2.

- (a) Contractor shall be considered as <u>Engaged</u> in a Project Zone once he has begun demolition within that zone and shall continue to be considered <u>Engaged</u> until <u>Disengaged</u> from a Project Zone as defined in Section 6-1.3.1 Part (b) below.
- (b) Contractor shall be considered as <u>Disengaged</u> from a particular Project Zone upon completion of all planned work within that zone.

6-1.3.2 Project Zones.

- 1. OSF Exterior
- 2. OSF Interior
- 3. City Hall Council Chambers
- 4. City Hall PD Lobby
- 5. City Hall 1st Flr. Reception
- 6. City Hall 1st Flr. Community Development Lobby
- 7. City Hall 2nd Flr. Community Service Lobby

6-1.3.3 Scheduling Restrictions and Construction Requirements.

The following scheduling restrictions and construction requirements shall apply to the Baseline Schedule, all revised schedules and for construction of the project throughout the duration of the contract, unless otherwise explicitly authorized by the Engineer.

- a) Working Hours shall be as stated in the Notice Inviting Bids.
- b) Other Scheduling Restrictions and Construction Requirements required by other sections of the Standard Specifications and the Special Provisions.

6-2 PROSECUTION OF THE WORK. REVISE as follows:

6-2.1 Time of Completion and Forfeiture Due to Delay. ADD this Subsection:

The Contractor shall complete the Work called for under the Contract within the time set forth in the Special Provisions.

In accordance with Government Code § 53069.85, Contractor agrees to forfeit and pay to the Agency the amount per day set forth in the Contract for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

The Agency has endeavored to identify all areas of the site which may contain hazardous waste, as defined by Health and Safety Code § 25117, and unless otherwise noted said hazardous waste in these areas has been mitigated. However, the parties expressly acknowledge the possibility of the existence of further hazardous waste not previously identified. If, during the course of his work, the Contractor encounters any such hazardous waste, he shall promptly notify the Agency through its designated representative. If the material is indeed "hazardous waste" pursuant to Health and Safety Code § 25117, the Agency has the option to have the mitigation work performed by the Contractor or by a separate contract from the work being performed. If the work in accordance with Section 3. To the maximum extent

permitted by law, the Agency shall not be liable for any damages beyond an appropriate time extension for delays occasioned by the existence of hazardous waste conditions contemplated herein.

No forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (including but not restricted to acts of nature or of the public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather). Any such delays, except for acts of the Agency, shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be an extension of time obtained in accordance with this section.

The Contractor shall, within ten (10) Calendar Days from the beginning of any such delay, notify the Agency Representative in writing of the cause of delay, whereupon the Agency Representative will ascertain the facts and extent of the delay and extend the time for completing the Work if, in his judgment, the findings of the fact justify such an extension, and the Agency Representative's findings of facts thereon shall be final and conclusive.

6-3 SUSPENSION OF THE WORK

6-3.1 General. DELETE in its entirety, and SUBSTITUTE with the following:

The Engineer shall have the authority to suspend the Work wholly or in part, for any time period as the Engineer deems necessary in the interest of Agency, for Agency's convenience, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract. The Contractor shall immediately comply with the written order of the Engineer to suspend the Work wholly or in part. The suspended work shall be resumed as ordered or approved in writing by the Engineer.

Resumption of work shall be predicated on receipt of the following from the Contractor:

- a) A revised schedule showing each task yet to be accomplished and the time line to accomplish each until final completion.
- b) The work force projections attached to each task listed per workweek.
- c) The cost expenditures attached to each task summarized per each workweek.
- d) Lien releases from each subcontractor, supplier, and vendor to which the Contractor has requested materials, equipment or any other service recognizing the payments received.
- e) An Income and Expense Statement projecting how the Contractor will finance the reminder of the project.

Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-6.3. For purposes of 6-6.3, delays resulting from suspensions ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, shall not be delays for which the Agency is responsible.

In the event that a suspension of Work is ordered as provided above, the Contractor, at the Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of that suspension as provided in 7-10, and as specified in these Special Provisions. In the event that the Contractor fails to perform the work above specified, the Agency will perform that work and, if the suspension is due to Contractor's failure to carry out orders given or to perform any provision of the Contract, the cost thereof will be deducted from monies due or to become due the Contractor.

If a suspension of work is ordered by the Engineer, in accordance with this subsection, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in 6-7.2.

The suspension of Work shall not relieve the Contractor of the responsibilities as set forth in the Contract Documents.

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT. DELETE in its entirety and SUBSTITUTE with the following:

If the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the time specified in the Contract, or any extension thereof, or fails to complete such Work within such time, or if the Contractor shall be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his Subcontractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to Subcontractors or for material or labor or if he should persistently disregard laws, ordinances, or instructions of the Agency, the Agency may serve written notice upon the Contractor and his surety of the Agency's intention to terminate the Contract, said notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) Calendar Days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the Contract shall upon the expiration of said ten (10) Calendar Days cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until Work is finished.

In the event of any such termination, the Agency will immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety within fifteen (15) Calendar Days after the serving upon it of a notice of termination does not give the Agency written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) Calendar Days from the date of serving said notice, the Agency may take over the Work and prosecute the same to completion by contract or by any other method the Agency may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Agency for any excess cost or other damage occasioned the Agency thereby, and in such event the Agency may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plants, and other property belonging to the

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Contractor that may be on the site of the Work and be necessary therefor. For any portion of such Work that the Agency elects to complete by furnishing its own employees, materials, tools, and equipment, the Agency shall be compensated for such in accordance with the schedule of compensation for force account work in the article on payment for changes in the work.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Agency.

In the event this Contract is terminated for grounds which are later determined not to justify a termination for breach, such termination shall be deemed to constitute a Termination of the Contract for Convenience pursuant to 6-5.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE. DELETE in its entirety and SUBSTITUTE with the following:

The Agency reserves the right to terminate the Contract at any time upon a determination by the Engineer that termination of the Contract is in the best interest of the Agency.

If the Agency elects to terminate the Contract, the termination of the Contract and the total compensation payable to the Contractor shall be governed by the following:

- a) The Engineer will issue the Contractor a signed written notice, specifying that the Contract is to be terminated. Upon termination of the Contract, the Contractor will be relieved of further responsibility for damage to the Work (excluding materials) as specified in 4-1.2 of the Standard Specifications, 7-16 of these Special Provisions and, except as otherwise directed in writing by the Engineer, the Contractor shall:
- 1) Stop all work under the Contract except that specifically directed to be completed prior to Acceptance.
- 2) Perform work the Engineer deems necessary to secure the project for termination.
- 3) Remove equipment and plant from the site of the Work.
- 4) Take action that is necessary to protect materials from damage.
- 5) Notify all Subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
- 6) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Engineer may request.
- 7) Dispose of materials not yet used in the Work as directed by the Engineer. It shall be the Contractor's responsibility to provide the Agency with good title to all materials purchased by the Agency hereunder, including materials for which partial payment has been made as provided in 9-3.2 and with bills of sale or other documents of title for those materials.
- 8) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the Agency all

the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

- 9) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.
- 10) Take other actions directed by the Engineer.
- b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:
- 1) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in 9-3.2 and for materials furnished by the Agency for use in the Work and unused shall terminate when the Engineer certifies that those materials have been stored in the manner and at the locations the Engineer has directed.
- 2) The Contractor's responsibility for damage to materials purchased by the Agency subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of those materials has been taken by the Agency.

When the Engineer determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Engineer will formally accept the Contract, and immediately upon and after the acceptance by the Engineer, the Contractor will not be required to perform any further work thereon.

- c) Termination of the Contract shall not relieve the surety of its obligation for any just claims arising out of the work performed.
- d) Where Agency terminates the Contract for Agency's convenience and not due to the fault of Contractor, the total compensation to be paid to the Contractor shall be determined by the Engineer based on the following:
- 1) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. When, in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.
- 2) A reasonable allowance for profit on the cost of the work performed as determined under part (1) above, provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent (4%) of the cost.
- 3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Agency or otherwise disposed of as directed by the Engineer.
- 4) A reasonable allowance for the Contractor's administrative costs in determining the

amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in conformance with the provisions in this Section 6-5, shall be open to inspection or audit by representatives of the Agency at all times after issuance of the notice that the Contract is to be terminated and for a period of 3 years, thereafter, and those records shall be retained for that period.

After acceptance of the Work by the Agency, the Engineer may make payments on the basis of interim estimates pending issuance of the final estimate in conformance with the provisions in 9-3.2 and 9-4, when, in the Engineer's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the final estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

THE PROVISIONS IN THIS SECTION 6-5 SHALL BE PHYSICALLY INCLUDED IN ALL SUBCONTRACTS.

6-6 DELAYS AND EXTENSIONS OF TIME. REVISE as follows:

6-6.2 Extension of Time. *DELETE in its entirety and SUBSTITUTE with the following:*

The Agency may extend the time fixed for completion of the Work under the Contract from time to time. All applications for extensions of time shall be in writing and shall be filed with the Agency before the expiration of the original time fixed in the Contract or as previously extended.

An extension of time may be granted by the Agency after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract nor effect forfeitures due to delay.

No extension of time will be granted for delays that are not on the critical path.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. REVISE as follows:

6-8.1 Completion. *DELETE in its entirety and SUBSTITUTE with the following:*

When the Contractor considers the Work, or a designated portion of Work, if specified in the Contract Documents, is complete, the Contractor shall submit a written request to the Engineer for inspection. By submittal of such request, Contractor certifies that:

- a) Contract Documents have been reviewed by the Contractor.
- b) Work has been completed in accordance with Contract Documents and is ready for inspection.
- c) Equipment and systems have been tested, adjusted/balanced and are fully operational.

The Contractor shall submit the request a minimum of five (5) Working Days in advance of requested inspection date. Contractor shall be responsible for allowing sufficient time during the Contract period to complete inspections and make any corrections. Each day beyond the time prescribed to complete the Contract will be subject to assessment of liquidated damages in accordance with 6-9.

Should Agency Representative's inspection find Work incomplete, Agency Representative will notify the Contractor in writing, listing observed deficiencies. The Contractor shall remedy listed deficiencies immediately and send a request for final inspection. Failure of the Contractor to remedy deficiencies may, at the Agency's option, result in reinspection(s) of the work to identify additional deficiencies, if any. Agency's costs associated with reinspection(s) are subject to provisions of 6-8.2.

When the Agency confirms Work is complete and, closeout submittals, as referred to in 6-8.3 have been provided, Agency Representative will notify Contractor of date of completion on the Weekly Statement of Working Days.

6-8.4 Re-inspections. ADD this New Subsection:

Should status of completion of Work require reinspection(s) by Agency due to failure of the Contractor to make corrections on initial inspection, Agency may deduct the amount of compensation for reinspection services from final payment to Contractor. Observed deficiencies in excess of ten (10) will be reason for re-inspection.

Inspections initiated at the request of the Agency will not be subject to provisions of this Subsection.

6-8.5 Closeout Submittals. ADD this New Subsection:

Contractor shall submit:

- a) Project Record Documents clearly marked with all changes to Plans within thirty (30) Calendar Days of Final Acceptance
- b) Operation and Maintenance Data
- c) Warranties and Bonds
- d) Spare Parts and Maintenance Materials, as specified
- e) Evidence of Payment and Release of Stop Payment Notices
- f) Other data and materials as may be required in the Contract Documents

6-9 LIQUIDATED DAMAGES. After the last paragraph, ADD the following:

All work is to be completed in a total of **Seventy (70) Working Days** from the date specified in the Notice to Proceed.

Liquidated damages shall be **One Thousand Five Hundred Dollars (\$1,500)** per calendar day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

REVISE as follows:

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 General. MODIFY to ADD the following:

The Contractor shall render its machinery and equipment inoperable at all times except during actual construction. The Contractor shall be responsible for construction means, controls, techniques, sequences, procedures and construction safety.

ADD:

7-1.1.1 Equipment. Contractor shall stencil or stamp at a clearly visible location on each piece of equipment, except hand tools, an identifying number and:

- a) On compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight.
- b) On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity.

The Contractor shall submit a list describing each piece of equipment and its identifying number before commencement of the Work.

Upon request, the Contractor shall submit manufacturer's information that designates portable vehicle scale capacities.

The Contractor's measuring devices shall be tested and approved under California Test 109 in the Agency's presence or by any of the following:

- a) County Sealer of Weights and Measures
- b) Certified Scale Service Agency
- c) Division of Measurement Standards Official

7-1.2 Temporary Utility Services. DELETE in its entirety

7-2.3 Payroll Records. MODIFY to ADD the following:

The Contractor and all its subcontractors shall submit to the City and the Labor Commissioner (Division of Labor Standards Enforcement) certified payroll records every Friday until Notice of Completion is filed and recorded.

7-3 INSURANCE.

7-3.1 General. MODIFY to ADD the following:

Without limiting Contractor's indemnification obligations, the Contractor shall not commence work until he procures and maintains, at his sole cost and for the duration of this Contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the Work in compliance with 2-3 of the Standard Specifications and Special Provisions, the Contract

between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to 7-3.

Insurance policies shall be deemed not be in compliance if they include any limiting provision or endorsement that has not been submitted for approval in accordance with 7-3.

The Contractor's insurance shall be "occurrence" rather than "claims made" insurance, except for Professional Liability insurance, which may be for claims made and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurance coverage required for General Liability, Automobile Liability and Contractor's Pollution Liability shall contain the following provisions or be endorsed to provide the following:

The Contractor shall name as additional insured the City of Irvine and IRWD, their elected officials, officers, employees, volunteers, boards and representatives shall be additional insured with regard to liability and defense of suits or claims arising out of the performance of the Contract.

Additional Insured Endorsements shall not:

- a) Be limited to "Ongoing Operations"
- b) Exclude "Contractual Liability"
- c) Restrict coverage to the "Sole" liability of contractor
- d) Contain any other exclusion contrary to the Contract

This insurance shall be primary and any other insurance, deductible, or self-insurance available to the insured added by endorsement shall be in excess of and shall not contribute with this insurance.

The Contractor shall immediately report all claims to its insurance carrier and acknowledge receipt within thirty (30) Calendar Days.

No officer, employee, or agent of the Agency, Agency Representative, the Engineer, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

To the maximum extent permitted by law, Contractor shall hold harmless, indemnify, and defend the City of Irvine and IRWD, their representatives and each of their officers, employees, and agents from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of Agency, whether or not there is concurrent active or passive negligence on the part of Agency and/or Agency Personnel, but excluding such claims or liabilities arising from the active negligence or willful misconduct of Agency or Agency Personnel. In connection therewith:

- a) Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- b) Contractor shall promptly pay any judgment rendered against Agency or any Agency Personnel for any such claims or liabilities.
- c) In the event Agency and/or any Agency Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to Agency any and all costs and expenses incurred by Agency or Agency Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees. So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Agency may be retained by the Agency until disposition has been made of such actions or claims for damages as aforesaid.

Any deductibles or self-insured retentions must be declared to and approved by Agency prior to the execution of this Contract by Agency. Prior to commencing work, the Contractor will provide the Agency, in accordance with 7-3, written confirmation of the deductible for each insurance coverage required by this contract or in the case of no deductible.

DELETE 4th paragraph and SUBSTITUTE with the following:

All policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

In lieu of this endorsement, the Contractor shall either:

- a) Submit a letter, signed by the insurance agent or broker, certifying that he/she shall notify the City should the coverage be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided; or
- b) Submit evidence that the insurance premium has been paid in full for the life of the policy.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Irvine c/o EXIGIS Risk Management Services P.O. Box 4668 - ECM #35050 New York, NY 10163-4668 The City's insurance certificate tracking services provider, EXIGIS, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

7-3.2 General Liability Insurance. DELETE the 2nd paragraph and SUBSTITUTE with the following:

General Liability (including premises, operations and mobile equipment, products and completed operations, broad form property damage including completed operations, explosion, collapse and underground hazards, contractual liability, personal injury, independent contractors' liability): with a minimum limit of Two Million Dollars (\$2,000,000) for each occurrence (combined single limit for bodily injury and property damage). Minimum limit of Two Million Dollars (\$2,000,000) aggregate for products–completed operations and with a minimum limit of Four Million Dollars (\$4,000,000) general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Contract.

Products-Completed Operations: Contractor shall procure and submit evidence of insurance in accordance with 7-3 of the Standard Specifications and these Special Provisions for a period of at least three (3) years from the time that all Work under this Contract is completed.

7-3.3 Workers' Compensation Insurance. *MODIFY to ADD the following:* Workers' Compensation and Employer's Liability: Workers' Compensation Insurance in an amount required by the laws of the State of California (Statutory Limits). Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to Agency in writing prior to Agency's execution of this Contract. Agency and Agency Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

If Contractor is providing on-site staffing services, then the Workers' Compensation insurance shall include an Alternative Employers Endorsement.

ADD:

7-3.5 Contractor's Pollution Liability. Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury, property damage, defense costs, cleanup costs, coverage for offsite disposal facilities with minimum limits of One Million Dollar (\$1,000,000) each loss and Two Million Dollars (\$2,000,000) in the aggregate.

Prior to commencing work, the Contractor shall provide the City the names and locations of disposal facilities for approval by the City.

7-3.7 Professional Liability Insurance. At its own expense, the successful Contractor will be required to obtain, pay for, and maintain, for the duration of the Agreement and for a minimum of five (5) years thereafter, a Professional Liability Insurance Policy (that includes errors and omissions, and professional malpractice) with a minimum limit of One Million

Dollars (\$1,000,000) per claim. The policy shall provide coverage for any loss arising out of or caused by the Contractors performance of the Agreement.

7-3.8 Self-Insurance. Self-insurance will be subject to the Agency's review and prior approval. If the Contractor uses any form of self-insurance, it shall submit:

- a) A notice of election to self-insure.
- b) The coverages for which self-insurance applies.
- c) The amount of self-insurance.
- d) Declaration under the penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines and the Contractor has sufficient funds or other resources to cover the self-insurance amounts.
- e) Copy of its commercial general liability policy and its excess policy, including the declarations page, all amendments, riders, endorsements and other modifications in effect at the time of contract execution, for those amounts not covered by self-insurance.

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the Agency of evidence of the Contractor's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the Agency with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

7-5 PERMITS. DELETE in its entirety and SUBSTITUTE with the following:

7-5 PERMITS AND LICENSES. Except as otherwise specified in the Special Provisions, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. These permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The Contractor shall maintain a copy of all permits on the site. The Contractor shall furnish the Agency with copies of permits and licenses within one (1) Working Day of obtaining them. The Contractor shall comply with all rules and regulations included in permits. Should the Contractor fail to conform to said rules and regulations, the Agency reserves the right to perform the work necessary to conform to the rules and regulations and the cost of such work will be deducted from any monies due or to become due to the Contractor.

The Contractor and all subcontractors shall obtain within five (5) Calendar Days of executing the Contract, a current City of Irvine Business License and maintain such license(s) throughout the term of the Contract.

In the event that the Agency has obtained permits, licenses or other authorizations applicable to the Work, the Contractor shall obtain a rider, pay all fees and comply with the provisions of said permits, licenses and other authorizations.

7-6 THE CONTRACTOR'S REPRESENTATIVE. DELETE the 3rd sentence in the 1st

paragraph and SUBSTITUTE with the following:

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during

periods when Work is suspended, arrangements acceptable to the Agency Representative shall be made for any emergency work, which may be required.

ADD the following after the last sentence of the 1st paragraph:

Whenever the Contractor or his authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Agency Representative, which shall be received and obeyed by the superintendent or supervisor who may have charge of the particular work in reference to which the orders are given.

The Agency reserves the right to approve the Contractor's Superintendent. Once approved, the Superintendent shall remain on the project for the duration of the project so long as he is in the employment of the Contractor.

7-7 COOPERATION AND COLLATERAL WORK. DELETE in its entirety 4th paragraph and SUBSTITUTE with the following:

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Agency in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other constraints, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on or adjacent to the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Engineer will decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related work, the decision of the Engineer shall be binding upon Contractors concerned. The Agency, the Engineer, the Agency Representative, and each of their officers, employees, and agents shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award of performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the Engineer respecting the order of precedence in the performance of the contracts.

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Agency, the Engineer, the Agency Representative, or their consultants on account of any damage alleged to have been so sustained, the Agency will notify the Contractor. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of the assertion of any such claims or liabilities against the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents against any such claim.

ADD:

7-7.1 Coordination. It is anticipated that work by other contractors, utility companies and City of Irvine forces will be underway adjacent to or within the limits of this project during progress of the Work on this contract.

It is anticipated that construction projects including, but not limited to, the following may be in progress concurrently with this project:

a) None

The Contractor shall coordinate his operations with the operations of other contractors during stage construction, traffic shifts, opening of new lanes, closing of lanes, roads or ramps, detours, traffic signal facilities, shared irrigation facilities for landscaped areas and during any other operation that may affect or have influence on adjacent projects including, but not limited to, those identified in this subsection.

7-8 WORK SITE MAINTENANCE. MODIFY to ADD the Following:

Section 7-8 includes specifications for performing work site maintenance, including spill prevention and control, material management, waste management, water pollution control and nonstormwater management.

Projects are required to comply with the City of Irvine Resolution No. 07-18, which establishes requirements for recycling and diversion of construction and demolition waste.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

Linear sediment barriers must comply with 7-8.6.2 of the Standard Specifications and the Contract Special Provisions.

ADD:

7-8.1.1 Construction Cleaning. The Contractor shall:

- a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.

A. The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.

c) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and

immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor shall remove waste materials, debris, vegetation, other rubbish, and nonrecyclable materials as required by the Contract Documents, and dispose of off-site in an approved disposal site or recycling center.

Unless otherwise specified in the Special Provisions, all concrete, asphalt, aggregate or sand base material, cement block, trees, shrubs, bushes, and all other recyclable material generated during cleaning, demolition, clearing and grubbing or other phases of the work is to be disposed of at appropriate recycling centers. The Contractor shall be responsible for removing reinforcing steel, wood, or other deleterious materials as required by the recycling center for acceptance of recycled materials. The Contractor shall supply proof of disposal at a recycling center. The proof of disposal shall include verification of tonnage by certified weigh masters tickets. If weigh masters tickets are not feasible, the Contractor and Agency Representative shall estimate the tonnage prior to disposal at the recycling centers.

Known recycling centers:

Ewles Materials 16081 Construction Circle West Irvine

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or Agency Representative. In any case, the Contractor shall use water or other means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the Work, or by public traffic, either inside or outside the right of way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefor.

ADD:

7-8.1.2 Final Cleaning. The Contractor shall execute cleaning prior to inspection for completion of the Work. The Contractor shall use materials which will not create hazards to health or property, and which will not damage surfaces, remove debris from and otherwise clean exposed-to-view surfaces, remove temporary protection and labels not required to remain, clean finishes free of foreign substances, remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean, clean other exterior surfaces and where applicable:

- a) Clean transparent and glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.
- b) Vacuum clean carpeted and similar soft surfaces.
- c) Clean resilient and hard surface floors.
- d) Clean surfaces of equipment; remove excess lubrication.
- e) Clean plumbing fixtures to a sanitary condition.
- f) Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
- g) Clean light fixtures and lamps.
- h) Remove waste, foreign matter, and debris from roofs, gutters, areaways, and drainage systems.

ADD:

7-8.4.3 Material Management.

7-8.4.3.1 General. The Contractor shall minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

- a) Hazardous chemicals, including acids, lime, glues, adhesives, paints, solvents, and curing compounds
- b) Soil stabilizers and binders
- c) Fertilizers
- d) Detergents
- e) Plaster
- f) Petroleum materials, including fuel, oil, and grease
- g) Asphalt and concrete components
- h) Pesticides and herbicides

The Contractor's employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

The Contractor shall use less hazardous materials if practicable.

The following activities must be performed at least 100 feet from concentrated flows of stormwater, drainage courses, and inlets if within the floodplain and at least 50 feet if outside the floodplain, unless otherwise authorized:

- a) Stockpiling materials
- b) Storing pile-driving equipment and liquid waste containers
- c) Washing vehicles and equipment in outside areas
- d) Fueling and maintaining vehicles and equipment

7-8.4.3.2 Material Storage. If materials are stored by the Contractor, he shall:

- a) Store liquids, petroleum materials, and substances listed in 40 CFR 110, 117, and 302 and place them in secondary containment facilities as specified by USDOT for storage of hazardous materials.
- b) Ensure that secondary containment facilities are impervious to the materials stored there for a minimum contact time of 72 hours.
- c) Cover secondary containment facilities during nonworking days and whenever precipitation is forecasted. Secondary containment facilities must be adequately ventilated.
- d) Keep secondary containment facilities free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place it into drums within 24 hours. Handle the liquid as hazardous waste in accordance with subsection 7-8 of the Standard Specifications and these Special Provisions.
- e) Not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
- f) Store materials in their original containers with the original material labels maintained in legible condition. Immediately replace damaged or illegible labels.
- g) Ensure that secondary containment facilities have the capacity to contain precipitation from a 24-hour-long, 25-year storm, plus 10 percent of the aggregate volume of all containers or the entire volume of the largest container within the facility, whichever is greater.
- Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during nonworking days and whenever precipitation is forecasted.
- Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, wellorganized, and equipped with cleanup supplies appropriate for the materials being stored.
- Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation and at least weekly during other times.

7-8.4.3.3 Stockpile Management. The Contractor shall minimize stockpiling of materials at the job site.

The Contractor shall implement water pollution control practices within 72 hours of stockpiling material or before a forecasted storm event, whichever occurs first. If stockpiles are being used, do not allow soil, sediment, or other debris to enter storm drains, open drainages, and watercourses.

Active and inactive soil stockpiles must be:

- a) Covered with soil stabilization material or a temporary cover
- b) Surrounded with a linear sediment barrier

Stockpiles of asphalt concrete and PCC rubble, HMA, aggregate base, or aggregate sub base must be:

- a) Covered with a temporary cover
- b) Surrounded with a linear sediment barrier

Stockpiles of pressure-treated wood must be:

- a) Placed on pallets
- b) Covered with impermeable material

Stockpiles of cold mix asphalt concrete must be:

- a) Placed on an impervious surface
- b) Covered with an impermeable material
- c) Protected from stormwater run-on and runoff

The Contractor shall control wind erosion year round.

The Contractor shall repair or replace linear sediment barriers and covers as needed to keep them functioning properly. Whenever sediment accumulates to 1/3 of the linear sediment barrier height, remove the accumulated sediment.

7-8.5.3 Spill Prevention and Emergency Response Plan.

ADD:

7-8.5.3.1 Spill Prevention and Control. The Contractor shall keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored.

The Contractor shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. Whenever the Contractor spills or leaks chemicals or hazardous substances at the job site, he is responsible for all associated cleanup costs and related liability.

The Contractor shall report minor, semi significant, and significant or hazardous spills to the WPC manager and the WPC manager must notify the Engineer immediately.

As soon as it is safe, the Contractor shall contain and clean up spills of petroleum materials and sanitary and septic waste substances listed under 40 CFR, parts 110, 117, and 302.

ADD:

7-8.5.3.2 Minor Spills. Minor spills consist of quantities of oil, gasoline, paint, or other materials that are small enough to be controlled by a first responder upon discovery of the spill.

The Contractor shall clean up a minor spill using the following procedures:

- a) Contain the spread of the spill
- b) Recover the spilled material using absorption

- c) Clean the contaminated area
- d) Dispose of the contaminated material and absorbents promptly and properly

ADD:

7-8.5.3.3 Semi Significant Spills. Semi significant spills consist of spills that can be controlled by a first responder with help from other personnel.

The Contractor shall clean up a semi significant spill immediately using the following procedures:

- a) Contain the spread of the spill.
- b) On paved or impervious surfaces, encircle and recover the spilled material with absorbent materials. Do not allow the spill to spread widely.
- c) If the spill occurs on soil, contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal.
- d) If the spill occurs during precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of runoff.
- e) Dispose of the contaminated material promptly and properly.

ADD:

7-8.5.3.4 Significant or Hazardous Spills. Significant or hazardous spills consist of spills that cannot be controlled by job site personnel.

The Contractor shall immediately notify qualified personnel of a significant or hazardous spill and take the following steps:

- a) Do not attempt to clean up the spill until qualified personnel have arrived.
- b) Notify the Engineer and follow up with a report.
- c) Obtain the immediate services of a spill contractor or hazardous material team.
- d) Notify local emergency response teams by dialing 911 and county officials by using the emergency phone numbers retained at the job site.
- e) Notify the California Emergency Management Agency State Warning Center at 916-845-8911.
- f) Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under 40 CFR 110, 119, and 302.
- g) Notify other agencies as appropriate, including:
 - 1) Fire Department
 - 2) Public Works Department
 - 3) Coast Guard
 - 4) Highway Patrol
 - 5) City Police or County Sheriff's Department
 - 6) Department of Toxic Substances
 - 7) California Division of Oil and Gas

- 8) Cal/OSHA
- 9) Regional Water Resources Control Board

The Contractor shall prevent a spill from entering stormwater runoff before and during cleanup activities and shall not bury or wash the spill with water.

ADD:

7-8.5.4 Waste Management.

7-8.5.4.1 Paint Waste. The Contractor shall clean water-based and oil-based paint from brushes or equipment within a contained area in a way that does not contaminate soil, receiving waters, or storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste under: dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths.

7-8.5.4.2 Concrete Waste. The Contractor shall use practices to prevent the discharge of asphalt concrete, PCC, and HMA waste into storm drain systems and receiving waters.

The Contractor shall collect and dispose of asphalt concrete, PCC, and HMA waste at locations where:

- a) Concrete material, including grout, is used.
- b) Concrete dust and debris result from demolition.
- c) Saw cutting, coring, grinding, grooving, or hydro-concrete demolition creates a residue or slurry.
- d) Concrete trucks or other concrete-coated equipment is cleaned at the job site.

7-8.5.4.3 Sanitary and Septic Waste. The Contractor shall not bury or discharge wastewater from a sanitary or septic system anywhere at the site of Work. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. The Contractor shall place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines.

The Contractor shall comply with local health agency provisions if using an on-site disposal system.

7-8.5.4.4 Liquid Waste. The Contractor shall use practices that will prevent job-site liquid waste from entering storm drain systems and receiving waters. Liquid wastes include the following:

- a) Drilling slurries or fluids
- b) Grease-free and oil-free wastewater and rinse water
- c) Dredgings, including liquid waste from cleaning drainage systems
- d) Liquid waste running off a surface, including wash or rinse water
- e) Other nonstormwater liquids not covered by separate permits

The Contractor shall hold liquid waste in structurally sound, leak-proof containers, such as roll-off bins or portable tanks.

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills, and leaks.

The Contractor shall store containers at least 50 feet from moving vehicles and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps in accordance with 7-8 of the Standard Specifications and these Special Provisions. Liquid waste may require testing to determine hazardous material content before disposal.

The Contractor shall dispose of drilling fluids and residue.

If an authorized location is available within the job site, fluids and residue exempt under 23 CA Code of Regs § 2511(g) may be dried by evaporation in a leak-proof container. The Contractor shall dispose of the remaining solid waste in accordance with 7-8 of the Standard Specifications and these Special Provisions.

ADD:

7-8.5.5 Nonstormwater Management.

7-8.5.5.1 Water Control and Conservation. The Contractor shall manage water used for work activities in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Obtain authorization before washing anything at the job site with water that could discharge into a storm drain system or receiving waters. Report discharges immediately.

The Contractor shall implement water conservation practices if water is used at the job site. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off the water source to broken lines, sprinklers, or valves and repair breaks within 24 hours. Reuse water from waterline flushing for landscape irrigation if practicable. Sweep and vacuum paved areas. Do not wash paved areas with water.

The Contractor shall direct runoff water, including water from water line repair, from the job site to areas where it can infiltrate into the ground. Do not allow runoff water to enter storm drain systems and receiving waters. Do not allow spilled water to escape filling areas for water trucks. Direct water from off-site sources around the job site if practicable. Minimize the contact of off-site water with job site water.

7-8.5.5.2 Illicit Connection and Illegal Discharge Detection and Reporting. Before starting work, the Contractor shall inspect the job site and the job site's perimeter for evidence of illicit connections, illegal discharges, and dumping. After starting work, inspect the job site and perimeter on a daily schedule for illicit connections and illegal dumping and discharges.

Whenever illegal connections, discharges, or dumping are discovered, The Contractor shall notify the Engineer immediately, should take no further action unless ordered and assume that unlabeled or unidentifiable material is hazardous.

The Contractor shall look for the following evidence of illicit connections, illegal discharges, and dumping:

- a) Debris or trash piles
- b) Staining or discoloration on pavement or soils
- c) Pungent odors coming from drainage systems
- d) Discoloration or oily sheen on water
- e) Stains and residue in ditches, channels, or drain boxes
- f) Abnormal water flow during dry weather
- g) Excessive sediment deposits
- h) Nonstandard drainage junction structures
- i) Broken concrete or other disturbances at or near junction structures

7-8.5.3 Vehicle and Equipment Cleaning. The Contractor shall limit vehicle and equipment cleaning or washing at the job site except for what is necessary to control vehicle tracking or hazardous waste. The Contractor shall notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam and contain and recycle or dispose of resulting waste under 7-10.4.4. The Contractor shall not use diesel to clean vehicles or equipment and minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. The Contractor may wash vehicles in an outside area if the area is:

- a) Paved with asphalt concrete, HMA, or PCC
- b) Surrounded by a containment berm
- c) Equipped with a sump to collect and dispose of wash water

The Contractor shall use as little water as practicable whenever washing vehicles and equipment with water and hoses used must be equipped with a positive shutoff valve.

The Contractor shall discharge liquid from wash racks to a recycling system or to another authorized system. Remove liquids and sediment as necessary.

7-8.5.5.4 Vehicle and Equipment Fueling and Maintenance. If practicable, the Contractor shall perform maintenance on vehicles and equipment off-site.

If fueling or maintenance must be done at the job site, the Contractor shall assign a site or sites, and obtain authorization before using them. The Contractor shall minimize mobile fueling and maintenance activities. The Contractor's fueling and maintenance activities must be performed on level ground in areas protected from stormwater run-on and runoff.

The Contractor shall use containment berms or dikes around fueling and maintenance areas. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks. The Contractor shall dispose of spillcleanup material and kits immediately after use and use drip pans or absorbent pads during fueling or maintenance. The Contractor shall not leave fueling or maintenance areas unattended during fueling and maintenance activities. The Contractor's fueling nozzles must be equipped with an automatic shutoff control. The Contractor shall use equipment with vapor-recovery fueling nozzles where required by the Air Quality Management District, secure nozzles in an upright position when not in use and shall not top off fuel tanks.

The Contractor shall recycle or properly dispose of used batteries and tires.

If leaks cannot be repaired immediately, the Contractor shall remove the vehicle or equipment from the job site.

7-8.5.5.5 Material and Equipment Used Over Water. The Contractor shall place drip pans and absorbent pads under vehicles and equipment used over water, keep an adequate supply of spill-cleanup material with vehicles and equipment, place drip pans or plastic sheeting under vehicles and equipment on docks, barges, or other surfaces over water whenever vehicles or equipment will be idle for more than one (1) hour.

The Contractor shall furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools and shall secure material to prevent spills or discharge into the water due to wind.

The Contractor shall report discharges to receiving waters immediately upon discovery and shall submit a discharge notification.

7-8.5.5.6 Structure Removal Over or Adjacent to Water. The Contractor shall not allow demolished material to enter storm drain systems and receiving waters, use authorized covers and platforms to collect debris, use attachments on equipment to catch debris during small demolition activities and empty debris-catching devices daily and dispose of debris in accordance with 7-8 of the Standard Specifications and these Special Provisions.

7-8.6 Water Pollution Control.

7-8.6.1 General. ADD the following after the last paragraph:

This project is Risk Level 2.

7-13 LAWS TO BE OBSERVED. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall keep itself fully informed of all existing and future State and National laws and County and Municipal ordinances and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such order and decrees of bodies or tribunals having any jurisdiction or authority in the Specifications or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Agency Representative in writing.

The Contractor shall at all times observe and comply with and shall cause all its agents, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees even though such requirements may not be specifically mentioned in the Specifications, and shall hold harmless, indemnify,

and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its employees, its agents, or its subcontractors. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claim or liability.

As a material part of this Contract, Contractor's and subcontractors' owners and employees agree to be bound by and adhere to the Federal Department of Transportation (DOT) regulations found in Title 49 CFR 382. All Contractor's and subcontractors' owners and employees who are required to hold commercial licenses and/or who are in safety sensitive positions shall be subject to the provisions of the DOT regulations.

ADD:

7-14.1 Property Rights in Materials. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Agency.

ADD:

7-14.2 Warranty of Title. No materials, supplies or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any persons, firm, or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon. provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Agency.

The provisions of this subsection shall be physically inserted in all subcontracts and material contracts and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

ADD:

7-15 CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the Agency) 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 the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the Agency Representative, the Contractor shall at his expense properly store materials which have been partially paid for by the Agency or which have been furnished by the Agency. Such storage by the Contractor shall be on behalf of the Agency, the Agency shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the Agency.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the Agency.

ADD:

7-16 PROJECT RECORD DOCUMENTS.

7-16.1 Maintenance of Documents and Samples. The Contractor shall maintain one record copy of:

- a) Contract Drawings
- b) Specifications
- c) Addenda
- d) Change Orders and Other Modifications to the Contract
- e) Reviewed Shop Drawings, Product Data, and Samples
- f) Field Test Records
- g) Construction Schedules
- h) Manufacturer's Certificates

The Contractor shall maintain documents in clean, dry, legible condition and not used for construction purposes.

The Contractor shall keep Record Documents and samples accessible for inspection by Agency Representative. Applications for partial payment will not be approved if the Record Documents are not kept current. The Agency Representative must so verify prior to submittal of each Application for Payment.

ADD:

7-16.2 Recording. The Contractor shall record changes to the plans and discoveries of buried objects at the Work on Record Documents with red ball-point pen, label each Document "PROJECT RECORD" in large printed letters, record information concurrently

with construction progress, not conceal any work until required information is recorded and legibly mark each item on Contract Drawings and Shop Drawings to record actual construction, including:

- a) Measured depths of elements in relation to fixed datum point
- b) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
- c) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction
- d) Field changes of dimension and detail
- e) Changes made by Contract modifications
- f) Details not on original Contract Drawings
- g) Previously unknown buried objects

The Contractor shall legibly mark each item to record actual construction, including:

- a) Manufacturer, Trade Name, and Catalog Number of each product actually installed, particularly optional items and substitute items
- b) Changes made by Addenda or modifications

The Contractor shall maintain other documents per requirements of individual specifications sections.

7-16.3 Submittals. At Contract closeout the Contractor shall deliver Record Documents and samples as specified in 7-16.1. Request for final payment will not be approved until all Record Documents have been delivered.

The submittals shall be transmitted with cover letter with signature of Contractor or authorized representative, listing date, project title and number and number and title of each Record document.

SECTION 9 - MEASUREMENT AND PAYMENT

REVISE as follows:

9-2 LUMP SUM WORK. *DELETE 2nd paragraph in its entirety.*

ADD:

9-2.1 Detailed Schedule. The Contractor shall furnish the Agency a cost break-down for all contract lump sum items. Cost break-down tables shall be submitted to the Agency Representative for acceptance within fifteen (15) days after award of Contract. Cost break-down tables will be approved, in writing, by the Agency Representative before any partial payment will be made for the applicable items involved.

The Contractor shall determine the quantities required to complete the Work as specified in the Special Provisions. The quantities and their values shall be included in the cost break-downs submitted to the Agency Representative for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-downs submitted for approval.

The sum of the amounts for the line items of work listed in each cost break-down table for each lump sum item shall be equal to the contract lump sum price bid. Overhead and profit shall be included in each individual line item of work listed in a cost break-down table.

No adjustment in compensation will be made in the contract lump sum prices due to differences between the quantities shown in the cost break-downs furnished by the Contractor and the quantities required to complete the Work as specified in the Special Provisions.

Individual line item values in the approved cost break-down tables will be used to determine partial payments during the progress of the Work and as the basis for calculating an adjustment in compensation for the contract lump sum items due to changes in line items of work ordered by the Engineer. When the total of ordered changes to line items of work increases or decreases the lump sum price bid by more than twenty-five percent , the adjustment in compensation for the applicable lump sum item will be determined in the same manner specified for increases and decreases in the total pay quantity of an item of work in Section 3 of the Standard Specifications and the Special Provisions.

9-3 PAYMENT.

9-3.1 General. ADD the following at the end of the 2nd paragraph:

The cost of items of work not listed in the "Schedule of Work and Prices" in the Bidders Proposal shall be considered to be included in the cost of the other work that is listed and no additional compensation will be allowed therefor.

When an item of work is designated as (F) or (S-F) in the "Schedule of Work and Prices", the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity

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of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the "Schedule of Work and Prices" shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the Plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the "Schedule of Work and Prices" for a final pay item and the quantity or summation of quantities for the same item shown on the Plans, payment will be based on the quantity shown in the "Schedule of Work and Prices."

ADD:

9-3.1.1 Application for Payment. The Contractor shall use the City of Irvine Certified Invoice for Progress Payment Form; furnished to the Contractor.

The Contractor shall type the required information, follow the schedule of work and bid prices in accepted Bidder's proposal for unit price contract, execute certification by signature of an authorized officer, use data on accepted Schedule of Values for lump sum work, provide dollar value in each column for each line item for portion of work performed, list each authorized Change Order number and dollar amount and adjusted Contract Price, and obtain the Agency Representative concurrence on invoiced amounts prior to submittal for payment.

The Contractor shall follow the following submittal procedures: Submit original and one (1) copy of each Application for Payment at times stipulated in 9-3.2; submit under transmittal letter; include submittal date, project title and number and submit updated Progress Schedule with Application for verification of progress. Incomplete application for payment will be rejected.

When Agency Representative requires substantiating information, the Contractor shall submit data justifying line item amounts in question.

The Contractor shall provide one copy of data with cover letter for each copy of submittal, show application number and date, and line item by number and description.

9-3.2 Partial and Final Payment. *DELETE in their entirety* 1st and 2nd paragraphs and SUBSTITUTE with the following:

Payment for services will be made monthly on approved invoices, with payment terms of net thirty (30) days upon receipt of invoice. The Contractor shall submit invoices within fifteen (15) days from the end of each month on the form (Certified Invoice For Progress Payment) provided by the Agency. This estimate shall include the value of the total amount of the work completed by the Contractor during the calendar month previous to that in which the estimate is made.

When the Work has been completed to the satisfaction of the Engineer, the Contractor shall make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the Contract and shall certify to the Agency the amount of the final estimate. If the Agency finds the Work has been completed according to the Contract, the Agency will accept the work, will file a notice of completion, and will pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the Contract and upon receiving signed unconditional releases upon final payment from all subcontractors and material suppliers. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The project retention release will not be due and payable until the expiration of the 60 days from the date of filing a notice of completion of the Work by the Agency.

Interest penalties are not required on payment delays due to disagreement between the Agency and Contractor over the payment amount or other issues involving contract compliance.

It is mutually agreed between the parties to the Contract that no certificate given or payment made under the Contract shall be conclusive evidence of performance of the Contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment and acceptance of the final amount due under the Contract shall release the Agency, the Agency Representative, the Engineer, and their consultants from any and all claims or liability arising out of the Contract.

ADD:

9-3.2.1 Agency's Right to Withhold Certain Amounts and Make Application

Thereof. In addition to the amount which the Agency may retain under the above article on progress payments, the Agency may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in the Agency's judgment may be necessary to cover:

- a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the Work on the project under this Contract.
- b) Estimated or actual costs for correcting defective work not remedied.
- c) Amounts claimed by the Agency as forfeiture due to delay or other offsets.
- d) Any other amounts the Agency is authorized to withhold under the Contract Documents or under applicable law.

The Agency may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing, the Agency shall be deemed the agent of the Contractor and any payments so made by the Agency shall be considered as a payment made under the Contract by the Agency to the Contractor, and the Agency shall not be liable to the

Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Agency will render to the Contractor a prior account of such funds disbursed in behalf of the Contractor.

ADD:

9-3.2.2 Substitution of Securities. Upon the Contractor's request, the Agency will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 22300 if the Contractor deposits in escrow with a bank acceptable to the Agency, securities eligible for the investment of State funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- a) The Contractor shall bear the expense of the Agency and the Escrow Agent in connection with the escrow deposit made.
- b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- c) The Contractor shall enter into an escrow agreement satisfactory to the Agency, such agreement shall include provisions governing inter alia;
 - 1) The amount of securities to be deposited,
 - 2) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - 3) Conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to, termination of the Contractor's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract,
 - 4) Decrease in value of securities on deposit, and
 - 5) The termination of the escrow upon completion of the Contract.
- d) The Contractor shall obtain the written consent of the surety of such agreement.

9-3.4 Mobilization DELETE in its entirety and SUBSTITUTE with the following:

9-3.4.1 General. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site.

Mobilization shall also include the cost, time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and all other related work as required for all non-working days during the course of construction. Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as its agent, a competent English speaking superintendent capable of reading and thoroughly understanding the specifications, other related documents, and directions from Agency's Representative. **9-3.4.2 Measurement and Payment.** Mobilization is eligible for partial payment if the Contract includes a bid item for mobilization. Payment for **Mobilization** shall be per the **Lump-Sum (LS)** price bid and shall include obtaining and paying for all permits and business licenses as required from the City of Irvine, State of California and other agencies. The City of Irvine will waive its permit fee. The Contractor shall comply with the requirements specified by each license or permit. No payment for Mobilization will be made until the Contractor's Construction Schedule has been submitted, reviewed and accepted and is current. Progress payments for this item shall be paid in accordance with the percentage completion of the project, and shall include the costs of such mobilization and administration for the entire contract period including construction schedule as specified in these specifications. Payments shall be made upon the basis of the following:

- a) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more of the original contract amount, 50 percent of the contract item price for mobilization or 5 percent of the original contract amount, whichever is the lesser, will be included in the estimate for payment.
- b) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent or more of the original contract amount, the total amount earned for mobilization shall be 75 percent of the contract item price for mobilization or 7.5 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- c) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent or more of the original contract amount, the total amount earned for mobilization shall be 95 percent of the contract item price for mobilization or 9.5 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- d) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent or more of the original contract amount, the total amount earned for mobilization shall be 100 percent of the contract item price for mobilization or 10 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- e) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount shall be paid.

ADD:

9-4 RESOLUTION OF CONSTRUCTION CLAIMS. Any claims submitted by the Contractor against the Agency for Work covered by this Contract in the amount of \$375,000 or less shall be subject to the procedures specified in Public Contract Code § 20104, *et seq*.

ADD:

9-5 PROMPT PAYMENT. In addition to requirements specified elsewhere, the following shall also apply: Subsection (f) of Section 20104.50 of the Public Contract Code, Article 1.7 of Part 3 of Division 2.

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ARTICLE 1.7

§ 20104.50 Timely progress payments; legislative intent; interest; payment requests:

- a) It is the intent of the Legislature in enacting this section to require all local governments to pay their Contractors on time so that these Contractors can meet their obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is instead a matter of statewide concern.
- b) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- c) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- d) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
 - 1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request in not proper.
- e) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subsection (c).
- f) For purposes of this article:
 - 1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - 2) A "progress payment" includes all payments due Contractors, except that portion of the final payment designated by the Contract as retention earnings.
 - A payment request shall be considered properly executed if funds are available for payment for the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- g) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.



ACCESSIBLE PARKING TOTAL REQUIRED TOTAL PROVIDED TOTAL ACCESSIBLE REQUIRED TOTAL ACCESSIBLE PROVIDED

MON-FRI 7 AM TO 7 PM

SAT 9 AM TO 6 PM

OFF-SITE FABRICATION

ALL OFF-SITE FABRICATION OF STRUCTURAL STEEL COMPONENTS INCLUDING STEEL STAIRS AND PRE-CAST CONCRETE SHALL BE DONE IN AN APPROVED FABRICATOR SHOP AS REQUIRED BY CITY OF IRVINE INFORMATION BULLETIN NO. 311. SEE BULLETIN FOR DETAILS AND REQUIRED DOCUMENTATION REQUIRED AT THE RECEIPT OF ANY SHIPMENT OF OFF-SITE FABRICATED ITEMS.

PRE-CONSTRUCTION MEETING REQUIREMENT

ALL CONSTRUCTION PROJECTS INVOLVING ADDITIONS TO NON-RESIDENTIAL STRUCTURES SHALL NOT COMMENCE UNTIL A PRE-CONSTRUCTION MEETING HAS BEEN HELD. THESE MEETINGS, WHILE NOT REQUIRED BY CITY CODE FOR TENANT IMPROVEMENTS NOT ADDING AREA. ARE BENEFICIAL FOR MAJOR TENANT IMPROVEMENTS OR ANY RESTAURANT INSTALLATIONS. TO SCHEDULE A PRE-CONSTRUCTION MEETING CONTACT ROGER CARTON, NON-RESIDENTIAL INSPECTIONS SUPERVISOR AT (949)724-6331.

DEFERRED SUBMITTALS

THIS PROJECT HAS BEEN PERMITTED WITHOUT REVIEW AND/OR APPROVAL OF THE FOLLOWING DEFERRED SUBMITTALS. PLANS APPROVED BY THE CITY SHALL BE OBTAINED FOR EACH DEFERRED ITEM LISTED BELOW PRIOR TO COMMENCING ANY WORK WITHIN THE SCOPE OF SUCH DEFERRAL. DEFERRALS MUST BE REVIEWED AND ACCEPTED BY THE ARCHITECT OR ENGINEER OF RECORD PRIOR TO SUBMITTING FOR REVIEW WITH THE CITY.

ADDITIONS AND ALTERATIONS

PRIOR TO USE. OCCUPANCY OR FINAL INSPECTION. EXISTING OR RETROFITTED ADDRESSING MEETING THE HEIGHT, CONTRAST AND FONT REQUIREMENTS OF SECTION 5-9-517 ITEM L OF THE CITY OF IRVINE MUNICIPAL CODE SHALL BE VERIFIED BY THE CITY INSPECTOR.

THE CITY OF IRVINE **BUILDING PLANS**

APPLICABLE STATE CODES (WITH CITY OF IRVINE AMENDMENTS)	
CALIFORNIA BUILDING CODE	2013
CALIFORNIA RESIDENTIAL CODE	2013
CALIFORNIA GREEN BUILDING STANDARDS CODE	2013
CALIFORNIA MECHANICAL CODE	2013

CALIFORNIA ELECTRICAL CODE CALIFORNIA PLUMBING CODE CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS

2010
2013
2013
2013
2013
2013

WATER CONSERVING PLUMBING FIXTURE VERIFICATION/RETROFIT BUILDINGS FOR WHICH AN INITIAL FINAL INSPECTION WAS RECEIVED ON OR BEFORE JANUARY 1 1994 SHALL COMPLY WITH THE CITY OF IRVINE'S INFORMATION BULLETIN # 321. WAS THE INITIAL FINAL INSPECTION ON THE PROPERTY UNDERGOING THE PROPOSED TENANT IMPROVEMENT **RECEIVED PRIOR TO JANUARY 1, 1994**

CALIFORNIA GREEN BUILDING STANDARD CODE

PROVISIONS OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE APPLY TO ALL NEW LOW-RISE RESIDENTIAL BUILDINGS (THREE STORIES AND LESS INCLUDING HOTELS AND MOTELS) AND ALL NON-RESIDENTIAL TENANT IMPROVEMENT WITH VALUATION EQUAL OR GREATER THAN \$200,000 AND ADDITIONS EQUAL OR GREATER THAN 1,000 SQUARE FEET.

SEE SHEET T1.1 FOR COMPLETED CITY OF IRVINE GREEN BUILDING STANDARDS NOTES.

CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS

PROVISIONS OF THE CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARD APPLY TO THIS PROJECT SEE SHEET N/A FOR COMPLETE COMPLIANCE DOCUMENTATION.

SPECIAL INSPECTION AND STRUCTURAL OBSERVATION

THIS PROJECT IS SUBJECT TO BOTH SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATION PER CALIFORNIA BUILDING CODE (CBC) CHAPTER 17 AND SHALL FOLLOW THE REQUIREMENTS AS DEFINED IN CITY OF IRVINE INFORMATION BULLETINS NO. 278 AND 251.

SEE SHEET N/A FOR COMPLETED PROJECT SPECIFIC CITY OF IRVINE SPECIAL INSPECTION PROGRAM FORM.

SEE SHEET N/A FOR COMPLETED PROJECT SPECIFIC CITY OF IRVINE SPECIAL OBSERVATION PROGRAM FORM.

CITY OF IRVINE MUNICIPAL CODE

[NOTE: COMPLETE IMC TEXT IS AVAILABLE ON THE INTERNET AT WWW.MUNICODE.COM] THE DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE IRVINE MUNICIPAL CODE PROVISIONS INCLUDING BUT NOT LIMITED TO:

CONSTRUCTION WORK HOURS [IMC SECT. 6-8-205]

NO WORK ON SUNDAYS OR FEDERAL HOLIDAYS

SECURITY DESIGN STANDARDS [IMC SECT. 5-9-520 AND 5-9-528] SEE SHEET T1.1 FOR APPLICABLE COMPLETED SECURITY CODE PROVISIONS.

ROOFING [IMC 5-9-401 I. & 5-9-402 E.]

ROOF COVERING CLASSIFICATION SHALL MEET MINIMUM CLASS A.

ATTIC AND UNDERFLOOR VENT COVERS [IMC 5-9-401 H. & 5-9-402 D.]

ROOF AND UNDERFLOOR VENT OPENINGS SHALL BE COVERED WITH NON-COMBUSTIBLE CORROSION RESISTANT. METAL WIRE MESH OR OTHER MATERIALS HAVING OPENINGS OF 1/16 INCH MINIMUM TO 1/8 INCH MAXIMUM. (CBC 706A.2) SEE DETAIL

FIRE DEPARTMENT NOTES

- DIRECTLY OR OCFA INSPECTION SCHEDULING AT (714) 573-6150 FOR ASSISTANCE
- OR LAW.
- TO AND APPROVED BY THE OCFA PRIOR TO SUBMITTAL OF ARCHITECTURAL PLANS. AN APPROVED FIRE MASTER PLAN SHALL BE SUBMITTED WITH THE ARCHITECTURAL PLANS.
- ALL WEATHER FIRE ACCESS ROADS SHALL BE APPROVED BY THE OCFA AND BE IN PLACE BEFORE ANY COMBUSTIBLE MATERIALS ARE PLACED ON THE SITE. ACCESS ROADS SHALL BE MAINTAINED CLEAR OF OBSTRUCTIONS DURING AND AFTER CONSTRUCTION
- ADDRESSED ON OR AS OTHERWISE ALLOWED BY OCFA GUIDELINE B-09.
- COMBUSTIBLE MATERIALS STORAGE AREAS. CUTTING, WELDING, OR OTHER HOT WORK SHALL BE IN CONFORMANCE WITH CFC CHAPTER 26.
- EACH STAIRWAY, IN EACH STORAGE AND CONSTRUCTION SHED, IN LOCATIONS WHERE FLAMMABLE OR EGRESS TRAVEL AND IN A READILY VISIBLE AND ACCESSIBLE LOCATION. WITH THE BOTTOM OF THE INSPECTOR AND FINAL PLACEMENT IS SUBJECT TO APPROVAL.
- INSPECTED PRIOR TO INSTALLATION.
- KNOX BOXES/KEY CABINETS SHALL BE PROVIDED FOR ALL POOL ENCLOSURES, GATES IN THE PATH OF FIREFIGHTER TRAVEL TO STRUCTURES, SECURED PARKING LEVELS, DOORS GIVING ACCESS TO ALARM REQUIRED OR IS UNDULY DIFFICULT.
- LIMITED-COMBUSTIBLE MATERIALS OR SIMILARLY PROTECTED OR SEPARATED. CFC 304.3
- 11. EXITS, EXIT SIGNS, FIRE ALARM PANELS, HOSE CABINETS, FIRE EXTINGUISHER LOCATIONS, AND STANDPIPE EGRESS PATH SHALL REMAIN FREE AND CLEAR OF ALL OBSTRUCTIONS AT ALL TIMES. NO STORAGE IS PERMITTED IN AISLES.
- 12. EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL AND LATCHING; SUCH DOORS SHALL NOT BE EQUIPPED WITH DOOR STOPS OR OTHERWISE PROPPED OPEN.
- ORDINANCE. IN STRUCTURES OF UNDETERMINED USE, THE MINIMUM FIRE SPRINKLER DESIGN DENSITY REQUIRED SHALL BE ORDINARY HAZARD (GROUP 2) WITH A DESIGN AREA OF 3000 SQUARE FEET.
- NECESSARY TO MAINTAIN THESE SYSTEMS IN CONFORMANCE WITH APPLICABLE STANDARDS. IF LISTED CENTRAL ALARM STATION.
- WHERE COMMERCIAL-TYPE FOOD HEATING OR COOKING EQUIPMENT THAT PRODUCES GREASE-LADEN EQUIPMENT.
- OR EQUIPMENT BEING BROUGHT ON SITE.
- 17. STORAGE AREAS GREATER THAN 500 SQ.FT. WITH HIGH HAZARD MATERIALS STORED HIGHER THAN SIX SUBMITTING PLANS TO AND OBTAINING APPROVAL FROM THE OCFA.
- 18. A NEW HVAC UNIT EXCEEDING A 2,000 CFM CAPACITY SHALL BE PROVIDED WITH A DUCT SMOKE DETECTOR. ONLY PROVIDE A SUPERVISORY SIGNAL AT THE FIRE ALARM PANEL UPON SMOKE DETECTION.

PROJECT DIRECTORY

CITY OF IRVINE 1 CIVIC CENTER PLAZA ARCHITECT BOA ARCHITECTURE

IRVINE, CA 92606

<u>ENGINEER</u> **CITY OF IRVINE** 1 CIVIC CENTER PLAZA **IRVINE, CA 90606** CONTACT: MARK CARROLL MANAGER OF FACILITIES MAINTENANCE & REHABILITATION P: (949) 724-6410 E: MCARROLL@CITYOFIRVINE.ORG

1511 COTA AVENUE LONG BEACH. CA 90813 CONTACT: EDWARD LOK NG P: (562) -912-7900 E: LOK.NG@BOAARCHITECTURE.COM

FOR ASSISTANCE WITH FIRE-RELATED PLAN REVIEW ISSUES OR TECHNICAL QUESTIONS, PLEASE CALL (714) 573-6108. FOR FIRE-RELATED INSPECTION QUESTIONS OR ISSUES, PLEASE CONTACT YOUR OCFA INSPECTOR

THE PROJECT SHALL COMPLY WITH THE CURRENTLY ADOPTED CALIFORNIA BUILDING CODE, CALIFORNIA FIR CODE, AND OTHER CODES, STANDARDS, REGULATIONS AND REQUIREMENTS AS ENFORCED BY THE ORANGE COUNTY FIRE AUTHORITY. APPROVAL OF THESE PLANS SHALL NOT PERMIT THE VIOLATION OF ANY CODE

FOR PROJECTS INVOLVING NEW STRUCTURES, ADDITIONS TO EXISTING STRUCTURES, INSTALLATION OF GATES/WALLS/FENCES, OR ALTERATION OF VEHICULAR ACCESS, A FIRE MASTER PLAN SHALL BE SUBMITTED

ADDRESS NUMBERS SHALL BE PROVIDED FOR ALL NEW AND EXISTING BUILDINGS. BE A MINIMUM SIX INCHES HIGH, CONTRAST WITH THEIR BACKGROUND, AND BE PLAINLY VISIBLE FROM THE ROADWAY THE BUILDING IS

BUILDINGS UNDER CONSTRUCTION OR DEMOLITION SHALL CONFORM TO CFC CHAPTER 14. NO SMOKING OR COOKING IS ALLOWED IN STRUCTURES WHERE COMBUSTIBLE MATERIALS ARE EXPOSED OR WITHIN 25' OF

LOCATIONS AND CLASSIFICATIONS OF EXTINGUISHERS SHALL BE IN ACCORDANCE WITH THE CFC AND CCR TITLE 19. AT LEAST ONE EXTINGUISHER SHALL BE PROVIDED DURING CONSTRUCTION ON EACH FLOOR AT COMBUSTIBLE LIQUIDS ARE STORED OR USED, OR WHERE SIMILAR HAZARDS ARE PRESENT. BEFORE FINAL OCCUPANCY, AT LEAST ONE 2A:10B:C EXTINGUISHER SHALL BE PROVIDED SO THAT NO POINT IS MORE THAN 75' TRAVEL DISTANCE FROM THE EXTINGUISHER. EXTINGUISHERS SHALL BE LOCATED ALONG THE PATH OF EXTINGUISHER AT LEAST 4" ABOVE THE FLOOR. ADDITIONAL EXTINGUISHERS MAY BE REQUIRED BY THE

WALL, FLOOR AND CEILING FINISHES AND DECORATIVE MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATIONS IN CBC/CFC CHAPTER 8. DECORATIVE MATERIALS SHALL BE PROPERLY TREATED BY A PRODUCT OR PROCESS APPROVED BY THE STATE FIRE MARSHAL. SUCH ITEMS SHALL BE APPROVED AND

PANELS AND/OR ANNUNCIATORS, AND ANY OTHER STRUCTURES OR AREAS WHERE IMMEDIATE ACCESS IS

10. DUMPSTERS AND TRASH CONTAINERS EXCEEDING 1.5 CUBIC YARDS SHALL NOT BE STORED IN BUILDINGS OR PLACED WITHIN 5 FEET OF COMBUSTIBLE WALLS, OPENINGS OR COMBUSTIBLE ROOF EAVE LINES UNLESS PROTECTED BY AN APPROVED SPRINKLER SYSTEM OR LOCATED IN A TYPE I OR IIA STRUCTURE SEPARATED BY 10 FEET FROM OTHER STRUCTURES. CONTAINERS LARGER THAN 1 CUBIC YARD SHALL BE OF NON- OR

CONNECTIONS SHALL NOT BE CONCEALED BY CURTAINS, MIRRORS, OR OTHER DECORATIVE MATERIAL. THE

KNOWLEDGE OR EFFORT. DOORS SHALL NOT BE PROVIDED WITH THUMB-TURN LOCKS OR DEADBOLTS THAT DO NOT UNLATCH IN TANDEM WITH THE NORMAL OPERATING LEVER. RATED DOORS SHALL BE SELF-CLOSING

SPRINKLER AND ALARM SYSTEMS SHALL BE PROVIDED WHEN REQUIRED BY CBC/CFC CHAPTER 9 AND LOCAL

EXISTING SPRINKLER AND ALARM SYSTEMS IN SPACES UNDERGOING REMODELING SHALL BE EVALUATED BY A LICENSED CONTRACTOR KNOWLEDGEABLE IN SUCH SYSTEMS TO DETERMINE WHETHER CHANGES WILL BE MODIFICATIONS ARE NECESSARY. PLANS SHALL BE SUBMITTED TO THE OCFA FOR REVIEW AND APPROVAL PRIOR TO MODIFICATION OF THE SYSTEM. SPRINKLER AND ALARM SYSTEMS SHALL BE SUPERVISED BY A UL-

VAPORS IS PRESENT, AN AUTOMATIC EXTINGUISHING SYSTEM SHALL BE PROVIDED AND SHALL COMPLY WITH CFC, CMC, AND NFPA 17A. REVIEW AND APPROVAL OF A HOOD AND DUCT EXTINGUISHING SYSTEM PLAN BY THE OCFA IS REQUIRED PRIOR TO INSTALLATION, MODIFICATION, REARRANGEMENT, OR USE OF COOKING

16. HAZARDOUS MATERIALS EQUIPMENT, PROCESSES, STORAGE, DISPENSING, OR USE SHALL COMPLY WITH CBC AND CFC REGULATIONS AND SHALL BE REVIEWED AND APPROVED BY THE OCFA PRIOR TO SUCH MATERIALS

FEET AND OTHER MATERIALS STORED HIGHER THAN TWELVE FEET ARE NOT PERMITTED WITHOUT FIRST

THIS DETECTOR SHALL SHUT DOWN ONLY THE AFFECTED INDIVIDUAL HVAC UNIT UPON SMOKE DETECTION THIS DETECTOR MUST ALSO BE INTERFACED TO AN EXISTING FIRE ALARM SYSTEM. THE DETECTOR SHALL

STORM WATER POLLUTION PREVENTION NOTES

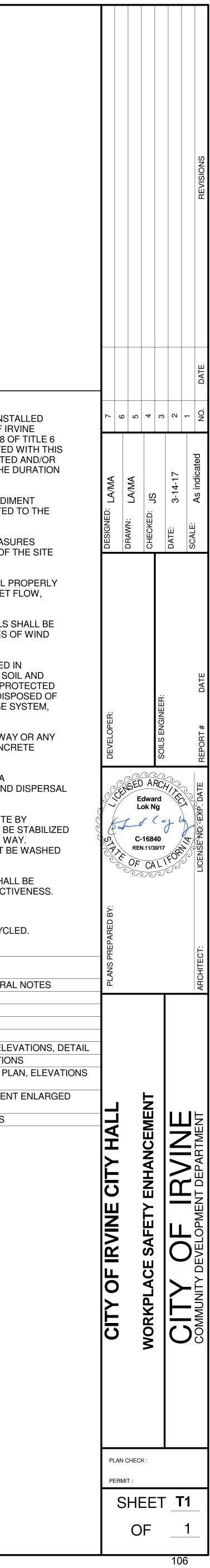
STORMWATER POLLUTION PREVENTION DEVICES AND PRACTICES SHALL BE INSTALLED AND/OR INSTITUTED AS NECESSARY TO ENSURE COMPLIANCE TO THE CITY OF IRVINE WATER QUALITY STANDARDS CONTAINED IN CHAPTER 3. WATER, OF DIVISION 8 OF TITLE 6 OF THE IRVINE MUNICIPAL CODE AND ANY EROSION CONTROL PLAN ASSOCIATED WITH THIS PROJECT. ALL SUCH DEVICES AND PRACTICES SHALL BE MAINTAINED, INSPECTED AND/OR MONITORED TO ENSURE ADEQUACY AND PROPER FUNCTION THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT.

COMPLIANCE TO THE WATER QUALITY STANDARDS AND ANY EROSION AND SEDIMENT CONTROL PLAN ASSOCIATED WITH THIS PROJECT INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING REQUIREMENTS:

- AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROL MEASURES (BMPs) SHALL BE IMPLEMENTED TO PROTECT THE EXPOSED PORTIONS OF THE SITE FROM EROSION AND TO PREVENT SEDIMENT DISCHARGES
- SEDIMENTS AND OTHER POLLUTANTS SHALL BE RETAINED ON SITE UNTIL PROPERLY DISPOSED OF, AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION-RELATED MATERIALS SHALL BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND AND WATER FLOW.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS SHALL BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM. NOR BE ALLOWED TO SETTLE OR INFILTRATE INTO SOIL.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTES.
- TRASH AND CONSTRUCTION SOLID WASTES SHALL BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICULAR TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITS SHALL BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- STORMWATER POLLUTION PREVENTION DEVICES AND/OR PRACTICES SHALL BE MODIFIED AS NEEDED AS THE PROJECT PROGRESSES TO ENSURE EFFECTIVENESS. RECYCLING

AT LEAST 50% OF CONSTRUCTION WASTE MATERIALS ARE TO BE RECYCLED.

	SHEET INDEX
T1	LOCATION MAP, SHEET INDEX, PROJECT INFORMATION, & GENER
T1.1	GREEN/SECURITY CODE NOTES
A1.0	SITE PLAN
A2.0	OVERALL FIRST FLOOR
A3.0	OVERALL SECOND FLOOR
A5.0	POLICE STATION DEMOLITION & RENOVATION PLAN, INTERIOR EL
A5.1	POLICE STATION REFLECTED CEILING PLAN & INTERIOR ELEVATI
A6.0	ENTRANCE LOBBY COUNTER PLAN, ENLARGED SECOND FLOOR I AND DETAILS
A7.0	COUNCIL CHAMBERS ENLARGED PLAN, COMMUNITY DEVELOPME PLAN, ELEVATIONS AND DETAILS
A8.0	COUNCIL CHAMBERS PLANS, INTERIOR ELEVATIONS & PICTURES





CITY OF IRVINE STANDARD NON-RESIDENTIAL SECURITY CODE PROVISIONS [Version 2.0 applies to applications made on or after 1/1/11]

This document shall be completed by the design professional of record. <u>The completed</u> document shall be incorporated, in its entirety, along with the City of Irvine Standard Security Code Plan Requirements and Definitions into the plans submitted for approval prior to permit issuance. This document is in 12 point font and may not be reduced in size

<u>prior to incorporation.</u>

INSTRUCTION: (1) Those provisions preceded by an asterisk (*) shall be completed if applicable and an "A" shall be inserted in the space preceding the provision; if not applicable, an "N/A" shall be inserted. (2) Those provisions preceded by a [P] shall be depicted in the plans via notes, details, plan and/or elevation views in a manner that <u>clearly demonstrates compliance to the requirement</u>. Such depictions shall be crossed referenced within the brackets { } provided or note shall be completed as otherwise instructed.

KEYING REQUIREMENTS [Ref. IMC Sec. 5-9-511] Upon occupancy by the owner or proprietor, each single unit shall have locks using combinations which are interchange free from locks used in all other proprietorships or similar distinct occupancies.

(*) N/A || STANDARDS FOR LOUVERED WINDOWS [Ref. IMC Sec. 5-9-514] [P] Louvered windows shall not be utilized if any portion of it is within eight feet vertically or six feet horizontally from any exterior accessible surface or any adjoining roof, balcony, landing, stair tread, platform or similar structure. {Ref. elevation views, window schedule- }

(*) N/A || STANDARDS FOR GARAGE DOORS: ROLLING OVERHEAD, SOLID OVERHEAD [Ref. IMC Sec. 5-9-515] A. [P] Wood doors shall have panels a minimum of 5/16 inch in thickness with the locking hardware being attached to the support framing. {ref. plans

and/or door schedules or note: Not Applicable-B. **[P]** Aluminum doors shall be a minimum thickness of 0.0215 inches and riveted together a minimum of 18 inches on center along the outside seams. There shall be a full width horizontal beam attached to the main door

Revised10/3/12

font which is clearly legible, and illuminated during the hours of darkness using a light source provided with an uninterruptible A.C. power source or controlled only by a photoelectric device, which may be the common area site lighting. {Ref. plans, elevations and applicable notes and/or details or note:

- This provision is not applicable-N/A} D. The rear doors of all buildings shall have address numbers not less than six inches in height, using a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible, and be of a color contrasting to the background to which they are affixed. Method of attachment shall not include the use of two-sided tape or any material not resistant to weather conditions {Ref. plans, elevations and applicable notes
- and/or details or note: This provision is not applicable-N/A} E. For sites having multiple buildings for which addressing mounted on building is not clearly visible from the street, or for which drive aisles diverge from a site entrance in a manner such that the direct route to each building is not obvious, vehicle directional signs shall be provided. Vehicle direction signage from the point of site entry to each building entrance shall display building addresses or unit number range, and be located at all turning points along the route to a building entrance. Signs shall be no less than two feet from ground level and not obstructed by landscaping at full maturity or parked cars. Numerals shall be at least 3 inches in height using a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible. {Ref. plans, elevations and applicable notes and/or details or
- note: This provision is not applicable-N/A} . Buildings, except parking strutures, with a total square footage of at least 10,000 square feet shall have rooftop numbers placed parallel to the addressed street, screened from public view and only visible from the air. The numerals are to be white, block lettered, constructed of weather resistant material, and placed against a black background. Address numbers are to be a minimum of four feet in height and 18 inches wide. When more than one street address is assigned to a building, the beginning and ending address numbers are to be placed on the rooftop, at opposite ends of the building, reflecting the approximate location of these addresses.
- Exceptions: 1) For buildings having white roofing, black lettering shall be used in lieu of white lettering. 2) Buildings providing addressing for a helipad as specified in the California Building Code.

{Ref. plans, elevations and applicable notes and/or details or note: This provision is not applicable-N/A}

(*) N/A || STANDARDS FOR ELEVATOR [Ref. IMC Sec. 5-9-517] Elevators shall be designed as follows:

A. Elevator cabs, the interiors of which are not completely visible when the door is open from a point centered on and 36 inches away from the door, shall have shatter resistant mirrors or other equally reflective material so placed as

COMMUNITY DEVELOPMENT Building and Safety

Print Form

Revised10/3/12

STANDARD NOTES NON-RESIDENTIAL CONSTRUCTION 2013 CALIFORNIA GREEN BUILDING STANDARDS (1.1)

improvements regardless of valuation, and any subsequent addition of 1,000 square feet or more, or tenant improvement having a valuation of \$200,000 and associated site development for which permit application is made on or after July 1, 2015. The following standard notes shall be completed and incorporated into the approved plans and all effected design features and specifications shall be made to conform.

INSTRUCTIONS: Designer to place an "X" preceding each applicable section and complete the notes or indicate "N/A" if not applicable. Building plan check shall be responsible for verification except for those items preceded by a [P] which will be verified by Planning. All provisions generally apply to new construction and additions of 1,000 square feet or more or tenant improvements having a valuation of \$200,000. An [N], however, indicates a provision applies only to new construction, an [E] indicates additional qualifiers for the provision to apply to an addition or tenant improvement.

STANDARDS

- PARKING AND CHANGING ROOMS CALIFORNIA GREEN BUILDING STANDARDS CODE (CGBSC) Section 5.106.4 [E] Short term bicycle parking applies to existing facilities if the project is expected to generate visitor traffic and adds 10 or more vehicular parking spaces.
- Check the appropriate box and provide complete input for each selection as applicable:
- N/A [P] Short-term bicycle parking (bicycle racks) are provided to accommodate anticipated visitor traffic. The total . These racks are located within 200 feet of the visitor's entrance as depicted on number provided is: plan sheet:
- [E] Long term bicycle parking applies to existing facilities if the project adds 10 or more vehicular parking spaces. N/A This project will accommodate over 10 tenant-occupants, therefore long term bicycle parking is provided. The total number (minimum one) provided equal to 5% of the required parking is: ________. The method(s) selected to satisfy this requirement is (are):
 - N/A Covered, lockable enclosures with permanently anchored racks for bicycles, the total number provided is: , see plan sheet: .
 - N/A Lockable bicycle rooms with permanently anchored racks, the total number provided , see plan sheet: N/A Lockable, permanently anchored bicycle lockers, the total number provided is:
- plan sheet: DESIGNATED PARKING FOR "CLEAN AIR VEHICLES" (CGBSC Sections 5.106.5.2, 5.710.6.3)

[E] Applicable for existing facilities if the project is expected to generate visitor traffic and adds 10 or more vehicular parking spaces.

structure which shall meet the pilot, or pedestrian access, door framing within three inches of the strike area of the pilot or pedestrian access door. {ref. plans and/or door schedules or note: Not Applicable-

- [P] Fiberglass doors shall have panels a minimum density of six ounces per square foot from the bottom of the door to a height of seven feet. Panels above seven feet shall have a density not less than five ounces per square foot. {ref. plans and/or door schedules or note: Not Applicable-Doors utilizing a cylinder lock shall have a minimum five-pin tumbler
- operation with the locking bar or bolt extending into the receiving guide a minimum of one inch. Doors that exceed 16 feet in width shall have two lock receiving points; or, if
- the door does not exceed 19 feet, a single bolt may be used if placed in the center of the door with the locking point located either at the floor or door frame header; or, torsion spring counterbalance-type hardware may be
- [P] Doors secured by electrical operation shall have a keyed-switch to open the door when in a closed position, or by a signal locking device. {ref. plans and applicable notes and/or details <u>or</u> note: Not Applicable-
- G. Doors with slide bolt assemblies shall have frames a minimum of 0.120 inches in thickness, with a minimum bolt diameter of 1/2 inch and protrude at least one and one-half inches into the receiving guide. A bolt diameter of 3/8 inch may be used in a residential building. The slide bolt shall be attached to the door with non-removable bolts from the outside. Rivets shall not be used to attach slide bolt assemblies.

STANDARDS FOR EXTERIOR DOORS & OPENININGS [Ref. IMC Sec. 5-9-

- A. Exterior glass doors, wood or metal doors with glass panels, solid wood or metal doors and all entrance doors to individual office suites shall be constructed or protected as follows:
- 1. [P] Wood doors shall be of solid core construction with a minimum thickness of 1-3/4 inches. Wood panel doors with panels less than one inch thick shall be covered on the inside with a minimum 16 U.S. aauge sheet steel or its equivalent, which is to be attached with screws on minimum six-inch centers. Hollow steel doors shall be of a minimum 16 U.S. gauge and have sufficient reinforcement to maintain the designated thickness of the door when any locking device is installed; such reinforcement being able to restrict collapsing of the door around any locking device.
- {ref. plans and/or door and window schedules- See sheet A1} [P] Except when double cylinder deadbolts are utilized, any glazing utilized within 40 inches of any door locking mechanism shall be constructed or protected as follows: Fully tempered glass or rated burglary resistant glazing; or

to make visible the entire elevator cab from this point. The elevator cab shall be illuminated at all times with a minimum maintained two foot-candles of light at floor level. {Ref. plans, elevations and applicable notes and/or details or note: This provision is not applicable as interior is completely visible per specification above-B. Elevator emergency stop buttons shall be so installed and connected as to activate the elevator alarm when utilized.

(*) N/A || EMERGENCY ACCESS [Ref. IMC Sec. 5-9-519] Private roads and parking areas or structures controlled by unmanned mechanical parking type gates shall provide for police emergency access utilizing

- an approved key switch device and designed as follows: A. [P] A control pedestal consisting of a metal post/pipe shall be installed at a height of 42 inches and a minimum of 15 feet from the entry/exit gate. It shall be located on the driver's side of the road or driveway and accessible in such a manner as to not require a person to exit their vehicle to reach it; nor to require any back-up movements in order to enter/exit the gate. B. **[P]** A control housing consisting of a heavy gauge metal, vandal and weather
- resistant square or rectangular housing which shall be installed on the top of the control pedestal. Keyswitch is to be mounted on the side facing the roadway {Ref. plans, elevations and applicable notes and/or details-

N/A Per CGBSC Table 5.106.5.2, a total of Clean Air Vehicle parking space permanently identified in 12 inch high lettering that says "CLEAN AIR/VAN POO with the end of the stall striping so as to be visible when a vehicle is p defining designated stalls and lettering details. ELECTRIC VEHICLE (EV) CHARGING (CGBSC 5.106.5.3) [N] The following applies to new construction only where the total number of parking appropriate box and provide complete input for each selection as applicable: EV Charging Space Calculation (CGBSC 5.106.5.3.3) N/A Total parking for the project is , therefore Pursuant to Table 5.106 a to Space(s) are provided. See plan sheet: Note: Consult with plan check for stall dimensions and layout where the nu N/A A single charging space is required which shall be located on an accessible • A parking stall width of 108 inches and a length as required by the City of Irvi A 60 inch access aisle located to the right of the parking stall, diagonally strip Nominal 1-inch diameter conduit to accommodate a future dedicated originating at the main service or subpanel, and terminating in a listed cabinet, box or other enclosure in close proximity to the proposed EV charging station. Service panel or subpanel sized to accommodate original design load plus an added dedicated 40 amp branch circuit for the future charging station as well as sufficient space to add an additional breaker. N/A Multiple charging spaces are required meeting the following requirements: One charging space shall be on an accessible route and meet the sizing and access aisle requirements for a single space as indicated above. Raceway(s) capable of accommodating dedicated 40 amp branch circuits for each charging space, originating at the main service or subpanel, and terminating in a listed cabinet, box or other enclosure in close proximity to the proposed EV charger. · The electrical system, including any on-site distribution transformer(s) of sufficient capacity to accommodate simultaneous charging at all charging spaces. Service panel(s) or subpanel(s) sized to accommodate original design load plus each dedicated 40 amp branch circuit for potential future charging stations as well as sufficient space to add an additional breaker for each charging station. LIGHT POLLUTION REDUCTION (CGBSC Section 5.106.8) N/A [P] Outdoor lighting designed to comply with the City of Irvine Security Code, Section 3-16-1 of the City of

Irvine Zoning Code, which requires all direct rays to be confined to the site and that adjacent properties are protected from glare, and allowable BUG rating limitations of CGBSC Table 5.106.8 are depicted on plan sheet along with photometrics.

WATER EFFICIENCY AND CONSERVATION (CGBSC Section 5.303)

Separate Submeters or metering devices Applicable to new buildings exceeding 50,000 square feet and [E] additions of 50,000 square feet or more made to existing buildings, and to any tenant of a new building or addition, regardless of size, which is projected to consume more than 1,000 gallons/day CGBSC Sections 5.303.1.1 and 5.303.1.2. N/A This project consists of a single tenant building with a dedicated meter.

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Applies to Newly Constructed Non-residential Buildings and associated site development, initial tenant

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b. Iron or steel grills of at least 1/8-inch material with a minimum twoinch mesh secured on the inside of the glazing may be utilized; or c. The glazing shall be covered with iron bars of at least 1/2 inch round or one-inch by 1/4-inch flat steel material, spaced not more

- than five inches apart, secured on the inside of the glazing. Items b. and c., above, shall not interfere with the operation of opening windows if such windows are required to be openable by the California Building Code.
- {ref. plans and/or door and window schedules- N/A} B. All swinging exterior wood and steel doors shall be equipped as follows: A single or double door shall be equipped with a double or single cylinder deadbolt. The bolt shall have a minimum projection of one inch and be constructed so as to repel a cutting tool attack. The deadbolt shall have an embedment of at least 3/4 inch into the strike receiving the projected bolt. The cylinder shall have a cylinder guard, a minimum of five-pin tumblers, and shall be connected to the inner portion of the lock by connecting screws of at least 1/4 inch in diameter. The provisions of the preceding paragraph do not apply where (1) panic hardware is required, or (2) an equivalent device is approved by the enforcing authority.
- Double doors shall be equipped as follows: a. The inactive leaf of double door(s) shall be equipped with metal flush bolts having a minimum embedment of 5/8 inch into the head and threshold of the doorframe.
- Double doors shall have an astragal constructed of steel a minimum of 0.125 inch thick, which will cover the opening between the doors. The astragal shall be a minimum of two inches wide, and extend a minimum of one inch beyond the edge of the door to which it is attached. The astragal shall be attached to the outside of the active door by means of welding or with non removable bolts spaced apart on not more than ten inches centers. (The door to which such an astragal is attached must be determined by the fire safety codes adopted by the enforcing authority.)
- C. Aluminum frame swinging doors shall be equipped as follows: The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1,600 pounds of pressure in both a vertical distance of three inches and a horizontal distance of one inch each side of the strike, so as to prevent violation of the strike.
- 2. A single or double door shall be equipped with a double cylinder deadbolt with a bolt projection exceeding one inch or a hook-shaped or expanding deadbolt that engages the strike sufficiently to prevent spreading. The deadbolt lock shall have a minimum of five-pin tumblers and a cylinder guard.
- D. Panic hardware, whenever required by the Building Code shall be installed as follows: 1. Panic hardware shall contain a minimum of two locking points on each
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CITY OF IRVINE STANDARD SECURITY CODE PLAN REQUIREMENTS AND DEFINITIONS

- The design professional of record shall complete, as applicable to the project, each of the following: Standard Residential Security Code Provisions
- Standard Recreational Spaces Security Code Provisions Standard Non-Residential Security Code Provisions
- Standard Parking Facility Security Code Provisions This document in its entirety, along with each applicable standard shall be incorporated into the plans submitted for approval prior to permit issuance.

DEFINITIONS [Ref. IMC Sec. 5-9-503] Alley is any roadway not exceeding 25 feet in width which is primarily used for access to the rear or side entrances of abutting property. Approved means certified as meeting the requirements of this code by the enforcing

authority or its authorized agents, or by other officials designated by law to give approval on a particular matter dealt with by the provisions of this code with regard to a given material, mode of construction, piece of equipment or device. Astragal is a device, either fixed or movable, which eliminates the vertical opening between a pair of doors when in the closed position.

Bolt is a metal bar which, when actuated, is projected (or thrown) either horizontally or vertically into a retaining member, such as a strike plate, to prevent a door or window from moving or opening **Bolt projection or bolt thrown** is the distance from the edge of the door, at the bolt center line, to the farthest point on the bolt in the projected position.

Burglary resistant glazing means those materials as defined in Underwriters' Laboratories Bulletin 972. **Common area** is an area of space, a building or portion of a building, which is legally

accessible to the owners or users of a multi-tenant property. Cylinder means the subassembly of a lock containing the cylinder core, tumbler mechanism and the keyway. A double cylinder lock is one, which has a key-actuated cylinder on both the exterior and interior of the door. Cylinder guard means a tapered or flush metal ring or plate surrounding the otherwise

exposed portion of a cylinder lock to resist cutting, drilling, prying, pulling or wrenching with common tools.

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- 2. On single doors, panic hardware may have one locking point, which is not to be located at either the top or bottom rails of the doorframe. The door shall have an astragal constructed of steel 0.125 inch thick, which shall be attached with nonremovable bolts to the outside of the door. The astragal shall extend a minimum of six inches vertically above and below the latch of the panic hardware. The astragal shall be a minimum of two inches wide and extend a minimum of one inch beyond the edge of the
- door to which it is attached. Double doors containing panic hardware shall have an astragal attached to the doors at their meeting point, which will close the opening between
- them, but not interfere with the operation of either door. E. Horizontal sliding doors shall be equipped with a metal guide track at top and bottom, and a cylinder lock and/or padlock with a hardened steel shackle which locks at both heel and toe, and a minimum five-pin tumbler operation with nonremovable key when in an unlocked position. The bottom track shall be so designed that the door cannot be lifted from the track when the door is in a locked position.

(*) N/A || STANDARDS FOR ROOF OPENINGS [Ref. IMC Sec. 5-9-517] [P] Roof openings shall be protected as follows if the roof is accessible via an exterior ladder or the roof is less than 20 feet from ground level or if any portion of it is within 12 feet vertically or six feet horizontally from any exterior accessible surface or any adjoining roof, balcony, landing, stair tread or similar structure: A. All skylights on the roof of any building used for business purposes shall be provided with:

- 1. Rated burglary-resistant glazing; or
- 2. Iron bars of at least one-half inch round or one by 1/4 inch flat steel material under the skylight and securely fastened; or 3. A steel grill of at least 1/8 inch material with a maximum two-inch mesh under the skylight and securely fastened.
- B. All hatchway openings on the roof of any building or premises used for business purposes shall be secured as follows: 1. If the hatchway is of wooden material, it shall be covered on the inside with
- at least 16 U.S. gauge sheet metal, or its equivalent, attached with 2. The hatchway shall be secured from the inside with a slide bar or slide
- 3. Outside hinges on all hatchway openings shall be provided with nonremovable pins when using pin-type hinges.
- {ref. plans and details- }

(*) N/A || STANDARDS FOR EXTERIOR LADDERS [Ref. IMC Sec. 5-9-517] [P] Exterior mounted ladders are prohibited except: A. Ladders with a minimum 1/8 inch thick steel plate, securely attached to the ladder edge on each side and extending to within two inches of the wall for a

Deadbolt is a lock bolt which does not have a spring action. The bolt must be actuated by a key and a knob or thumb-turn, and when projected becomes locked against return by end pressure

Dead latch or deadlocking latch bolt means a spring-actuated latch bolt having a beveled end and incorporating a plunger which, when depressed, automatically locks the

projected latch bolt against return by end pressure. Double cylinder dead bolt means a deadbolt lock which can be activated only by a key on both the interior and exterior. **Dwelling** means a building or portion thereof designed exclusively for residential occupancy, including single-family and multiple-family dwellings **Enforcing authority** is the agency or person having the responsibility for enforcing the provisions of this code.

Flushbolt is a manual, key or turn-operated metal bolt normally used on inactive door(s), and is attached to the top and bottom of the door and engages in the head and threshold of the frame. Fully tempered glass means those materials meeting or exceeding UCB Standard 24-2

for Safety Glazing. Glazing is all glass, plastics, and fiberglass utilized as an exterior window, vision panel, light, or pane within any type of door. Hours of operation shall mean the time period when any activity requires the presence

of employees or workers within or about the affected business. Hours of darkness shall mean any time from one-half hour before sunset and one-half hour after sunrise and any other time when the illumination level is less than the required lighting for uses as designated in this chapter. Jamb means the vertical members of a door frame to which the door is secured.

Jamb/wall is that component of a door assembly to which a door is attached and secured the wall and jamb used together are considered a unit. Latch or latch bolt is a beveled, spring-actuated bolt, which may or may not have a deadlocking device.

Lock (or lockset) is a keyed device (complete with cylinder, latch or deadbolt mechanism, and trim such as knobs, levers, thumb turns, escutcheons, etc) for securing a door in a closed position against forced entry. For the purposes of this code, a lock does not include the strike plate

Locking device is a part of a window assembly, which is intended to prevent movement of the moveable sash, which may be the sash lock or sash operator. Luminaire is a complete lighting device consisting of a light source together with its direct appurtenances, such as globe, reflector refractor, housing and such support as is integral with the housing. The pole, post or bracket is not considered a part of the luminaire

Minimum maintained foot-candles of light is the amount of light falling on that point of a surface with the least illumination, calculated through application of a maintenance factor, which is a multiplier applied to account for aging of the lamp and for dirt build-up on the luminaire during the period for which a lamp is in place. Multiple-family dwelling means a building or portion thereof designed for occupancy by two or more families living independently of each other, including hotels, motels,

apartments, duplexes and townhouses.

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s are provided. Spaces shall be	NI/A	A separate meter or metering device is provided for the following spaces:	. See plan sheet
L/EV". Such lettering shall align	N/A	 for details and specifications defining metering design. 	
parked in the stall. See plan	N/A	Separate meters or metering devices are not required as the new building or ad	dition is less than 50,000 square
		⁻ feet, and no tenant usage is projected to exceed 1,000 gallons/day.	
g spaces is 51 or more. Check	N/A	Separate meters or metering devices are not required as no tenant usage is pr 7 100 gallons/day.	ojected to consume more than
	with a s	(1) Tenants of new multi-tenant buildings or additions exceeding 50,000 square eparate metering device must be shown to use less than 100 gallons/day via wor	ksheet WS-1 found in chapter 8
otal ofEV Charging	workshe	CGBSC and any necessary addendum worksheet to reflect process water or othe eet. (2) For new buildings or additions having a total floor area less than 50,000 a separate metering device must be shown to have a projected consumption of	o square feet, all its spaces <u>not</u>
umber of EV Charging Spaces	1000 C 200 C 20	eet WS-1 found in chapter 8 of the CGBSC and any necessary addendum workslies not represented on the worksheet.	neet to reflect process water or
route and provided with the	INDOOR	WATER USE (CGBSC 5.303.2)	
vine Zoning Code.		licable to any newly installed plumbing fixture within the area of remodel or add e requirements of CGBSC Table 5.303.2.3 and Section 5.303.3.	ition. All new plumbing fixtures
iped and marked "No Parking". d 208/240-volt branch circuit	N/A	All new plumbing fixtures meet the requirements of CGBSC Table 5.303.2.3 an table below for flow rates.	d Section 5.303.3, see modified

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	$^-$ feet, and no tenant usage is projected to exceed 1,000 gallons/day.
N/A	Separate meters or metering devices are not required as no tenant usage is projected to consume more than
with a s	(1) Tenants of new multi-tenant buildings or additions exceeding 50,000 square feet and that are not provided eparate metering device must be shown to use less than 100 gallons/day via worksheet WS-1 found in chapter 8 CGBSC and any necessary addendum worksheet to reflect process water or other uses not represented on the
	eet. (2) For new buildings or additions having a total floor area less than 50,000 square feet, all its spaces not

meet the requirements of CGBSC Table 5.303.2.3 and Section 5.303.3. N/A All new plumbing fixtures meet the requirements of CGBSC Table 5.303.2.3 and Section 5.303.3, see modified table below for flow rates.

N/A 20% reduction in baseline water use is demonstrated, see attached work sheets, WS-1, WS-2..., pursuant to the exception to CGBSC section 5.303.2. For alternate fixture table, see plan sheet:

TABLE 5.303.2.3 (MODIFIED) FIXTURE FLOW RATES	
FIXTURE TYPES	MAXIMUM FLOW RATE
SHOWERHEADS	2 gpm @ 80 psi
LAVATORY FAUCETS	0.5 gpm @ 60 psi
KITCHEN FAUCETS	1.8 gpm @ 60 psi*
WASH FOUNTAIN	1.8[rim space (in.)/20 gpm @ 60 psi]
METERING FAUCET	0.2 gallons/cycle
METERING FAUCET FOR WASH FOUNTAINS	0.2[rim space (in.)/20 gpm @ 60 psi]
WATER CLOSETS	1.28 gallons/flush*
URINAL	0.5 gallons/flush
*Includes single and dual flush water closets with an Dual flush toilets—The effective flush volume shal defined as the composite average flush volume of the	l not exceed 1.28 gallons (4.8 liters). The effective flush volume is

defined as the composite, average flush volume of two reduced flushes and one full flush. NOTE: The combined flow of multiple showerheads serving a single shower shall not exceed maximum allowable flow rate for a single fixture shower or the control valves shall be arranged to only allow one shower head to operate at a time. OUTDOOR WATER USE (CGBSC Section 5.304)

[E] Applicable to any new landscaping in conjunction to addition or remodel.

andscape and irrigation design shall comply with the City of Irvine Municipal Code Chapter 7 of Title 5, Sustainability in Landscaping.

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WATER RESISTANCE AND MOISTURE MANAGEMENT (CGBSC Section 5.407) [E] Applicable to any new entry or opening which is part of an addition of 1,000 or more squa improvement having a valuation of \$200,000 or more.

ENTRIES To prevent water intrusion into exterior entries and/or openings subject to foot traffic or wind-dri features have been incorporated into the design for primary exterior entries. N/A Door is protected by an awning or roof overhang 4 feet or more in depth, or is recessed 4

- N/A Flashings integrated with a drainage plane, see plan sheet:
- N/A Non-absorbent floor and wall finishes within at least 2 feet around and perpendicular plan sheet:

MATERIAL CONSERVATION AND RESOURCE EFFICIENCY - CONSTRUCTION WASTE REDUC **RECYCLING** (CGBSC Section 5.408) Recycling of materials for new construction, additions and remodels shall conform to the Constru Materials Recycling Requirements of the City of Irvine Municipal Code, Sections 6-7-901 through 6-7 BUILDING MAINTENANCE AND OPERATION (CGBSC Section 5.410)

RECYCLING BY OCCUPANTS [E] Applicable to an addition that adds 1,000 square feet or more or has a valuation of \$200,000, th

- floor area by at least 30% of existing floor area. N/A [P] Designated recycling areas shall be provided as required by City of Irvine Zoning Or 3-23-1 through 3-23-4 of the . See plan sheet N/A COMMISSIONING Building Commissioning is only required for new buildings or initial
- greater than 10,000 square feet. (Exceptions: Dry Storage Warehouses and condition square feet; and accessory to dry storage warehouses. DESIGN
- Using the templates available through the California Building Commission available in Forms and Templates" of the Guide to the Nonresidential CalGreen Code at: www CALGreen.aspx the following documents are complete and included in the plans as follo Completed and signed Owner's Project Requirements (OPR), see sheet: _______
- Completed and signed Basis of Design (BOD), see sheet Commissioning Plan, including a completed and signed "Commissioning Plan" form coverage of each of the elements 1-9 as specified therein. Functional performance t templates available at the above referenced website, see sheet
- CONSTRUCTION PRIOR TO FINAL INSPECTION APPROVAL · A completed Commissioning Report shall be provided to the City Inspector prior
- approval. Contents, pursuant to CGBSC Section 5.410.2.6, shall include a d commissioning process activities undertaken through the design, construction ecommendations for post construction phases. In addition all required functi testing reports shall be included.
- A completed Systems Manual shall be made available for review by the City Inspective inspection approval. Contents shall include a completed and signed "Systems Man above referenced website and complete coverage of each of the elements 1-7 as spe-

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height of ten feet above ground level. A door or cover shall be securely attached to the front of the ladder and be constructed of a minimum 1/8-inch steel, extending from ground level to at least ten feet high. The ladder door shall have nonremovable hinge pins and be locked tight against the side wal by a locking mechanism with a minimum five pin tumbler operation, and attached with nonremovable bolts from the exterior; or B. Ladders beginning a height of ten feet above ground.

{Ref. plans, elevations and applicable notes and/or details-EXTERIOR PHONE PANELS ARE PROHIBITED [Ref. IMC Sec. 5-9-517]

STANDARDS FOR LIGHTING [Ref. IMC Sec. 5-9-517] Note: Performance standards are contained herein for reference. Compliance shall be demonstrated in photometric study preceding plan check approval.

Buildings, open parking lots, walkways, and accesses thereto shall conform to the following light standards and be arranged in such a way so as to conform to California Green Building Standards Code section 5.106.5.2 and Zoning Code Section 3-16-1 which require that direct rays be confined to the site and that adjoining properties are protected from glare such that at 15 feet beyond site boundaries illumination is less than 0.01 horizontal footcandles.

- A. [P] All types of exterior doors shall be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light, measured within a five-foot radius on each side of the door at ground level. The light source shall be controlled by a photocell device or a timeclock with an astronomic clock feature and capable of operating during a power outage.
- {Ref. plans, elevations and applicable notes and/or details- N/A} B. Recessed areas of buildings or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, shall be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This requirement applies to defined recessed areas which are within six feet of the edge of a designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping
- minimum of two feet in height. C. Stairways shall be illuminated with a minimum maintained one foot-candle of light on all landings and stair treads, during the hours of operation, including one hour thereafter.
- D. All interior or exterior corridors, passageways and walkways in any hotel, motel or inn shall be illuminated at all times with a minimum maintained one foot-candle of light on the walking surface.
- E. All exterior pedestrian walkways, interior common corridors, and open parkir lots shall be illuminated with a minimum maintained one foot-candle of light on the walking or driving surface during the hours of operation and one hour thereafter.

- F. [P] For buildings required to have two or more exits, lighting for landings shall be on an emergency power system consisting of storage batteries or an onsite generator capable of providing power for 90 minutes, installed as required by California Building Code Section 1006.3. {Ref. plans, elevations and applicable notes and/or details or note: This provision is not applicable-
- G. The light source utilized to comply with this section to meet parking and drive surface lighting shall have a rated average bulb life of not less than 10,000
- H. **[P]** Accessible luminaires utilized to meet the requirements of this section have vandal resistant light fixtures and be not less than three feet in height from ground level when used to illuminate walkways and a minimum of eight feet in height from ground level when illuminating surfaces associated with vehicles. Light fixtures shall be deemed accessible if mounted within fifteen feet vertically or six feet horizontally from any accessible surface or any adjoining roof, balcony, landing, stair tread, platform or similar structure. {Ref. plans, elevations and applicable notes and/or details or note: This provision is not applicable-N/A}
- I. [P] See plan sheet {Ref. plans or note: This provision is not applicable-N/A} showing buildings, parking area, walkways, detailed landscaping and a pointby-point photometric calculation of the required light levels. Note: Footcandles are measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum. Landscaping shall be planted and maintained in a manner so as not to obscure required light levels.

STANDARDS FOR ADDRESSING [Ref. IMC Sec. 5-9-517] [P] Buildings shall display a street address number conforming to the following

- specifications: A. Numerals shall be mounted on the wall, no higher than 30 feet, and face the street on which the building is addressed. Numerals are to be clearly visible from this same street and not obscured by building landscaping at full maturity. Addressing shall be of a color contrasting to the background to which they are affixed. Method of attachment shall not include the use of twosided tape or any material not resistant to weather conditions. {Ref. plans, elevations and applicable notes and/or details-N/A}
- B. Where distance or intervening obstructions impair visibility from the street, addressing shall be mounted on all buildings so as to be visible from drive aisles and walkways internal to the site, and each such address, or an encompassing range of addresses, shall be displayed on monument signs visible from each site entrance from all approaching directions. In such cases, directional wayfinding signs shall be provided per item E. below. {Ref. plans, elevations and applicable notes and/or details or note: This provision is not applicable-N/A}
- C. Numerals shall be no less than 12 inches in height and shall be in a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent

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Nonresidential means any building, parking lot and associated areas used for any purpose other than a dwelling. Panic hardware means a latching device on a door assembly for use when emergency

egress is required due to fire or other threat to life safety. Devices designed so that they will facilitate the safe egress of people in case of an emergency when a pressure not to exceed 15 pounds is applied to the releasing device in the direction of exit travel. Such releasing devices are bars or panels extending not less than one-half of the width of the door and placed at heights suitable for the service require, not less than 30 nor more than 44 inches above the floor. Primary locking device means the single locking system on a door or window unit

whose primary function is to prevent unauthorized intrusion. Private or single-family dwelling means a building designed exclusively for occupancy by one family

Rail means the horizontal member of a window or door. A meeting rail is one which mates with a rail of another sash or a framing member of the door or window frame when the sash is in the closed position. Recreational space means any public or private park, community common open space or

paseo, bike trail, community swimming pools and associated sidewalks and parking lots. Sash is an assembly of stiles, rails, and sometimes, mullions assembled into a single frame, which supports the glazing material. A fixed sash is one which is not intended to be opened. A moveable sash is intended to be opened. Sill is the lowest horizontal member of a window frame.

Single cylinder dead bolt means a deadbolt lock, which is activated from the outside by a key and from the inside by a knob, thumb-turn, lever, or similar mechanism. Solid core door means a door composed of solid wood or composed of compressed wood equal in strength to solid wood construction.

Stile is a vertical framing member of a window or door. Strike is a metal plate attached to or mortised into a door or door jamb to receive and to hold a projected latch bolt and deadbolt in order to secure the door to the jamb.

Swinging door means a door hinged at the stile or at the head and threshold. Underwriters' Laboratories listed means tested and listed by Underwriters' Laboratory, Vandal resistant light fixture has a lens constructed of materials meeting or exceeding U.L. Bulletin 972 (Burglary Resistant Glazing) and a housing meeting or exceeding U.L Bulletin 1572 (Wet Locations.)

Window assembly is a unit, which includes a window and the anchorage between the window and the wall. Window frame is the part of a window, which surrounds and supports the sashes and is attached to the surrounding wall. The members include side jambs (vertical), head jamb (upper, horizontal), sill and mullions.

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N/A TESTING AND ADJUSTING For buildings not exceeding 10,000 square feet, [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required. ven rain, the following DESIGN If eet or more, see plan See sheet If eet or more, see plan For procedures for testing and adjusting systems, which includes: It eet or more, see plan HVAC balancing per the Testing Adjusting and Balancing Bureau National Standards; the National Environmental Balancing Bureau Procedural Standards; or Associated Air Balance Council National Standards or approved equals to such openings, see Indoor and outdoor lighting and controls Water neating systems Water neating systems Uction and Demolition Kater reuse systems P312. Functional Performance Testing report scope and content shall be consistent with CALGreen Compliance Form Frunctional Performance Testing available in the Guide to Nonresidential Commissioning at http://www.bsc.ca.gov/Home/CALGreen.aspx. or approved equals ard also increases total CONSTRUCTION - PRIOR TO FINAL INSPECTION APPROVAL Construction unit formats building freeplaces are not permitted under SCAQMD Rule 445. Any installed gas fireplace shall be a direct-wet sealed-combustion type. (CGBSC Section 5.504.1) "Part 4 Suggested N/A Discreption of the orghering shall meet the applicable standards of CGBSC Section 5.504.1 and 25.504.4.3 for		
N/A TESTING AND ADJUSTING For buildings not exceeding 10.000 square feet. [E] and any new system serving an adjusting are required. Ven rain, the following DESIGN See sheet for procedures for testing and adjusting systems, which includes: If eEt or more, see plan If WAC balancing per the Testing Adjusting and Balancing Bureau Nocedural Standards, or Associated Air Balance Council National Standards or approved equal. to such openings, see If MAC systems and controls If et or more, see plan If which setting and controls If which adds or approved equal. If which setting and controls If which adds or approved equal. If adds age intrgation systems If the adds performance Testing report scope and content shall be consistent with CALGreen Compliance Form "Functional Performance Testing" available in the Guide to Noncepteral acceptance forms required see sheet	al" form from the	
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N/A TESTING AND ADJUSTING For buildings not exceeding 10.000 square feet, [E] and any new system serving an addition of 1.000 or more square feet or a tenant improvement having a valuation of \$200.000, testing and adjusting are required. ven rain, the following DESIGN feet or more, see plan See sheet for procedures for testing and adjusting systems, which includes: 	scription of the	 5.504.4.1 and 5.504.4.2 for VOC limits and content prohibitions. Paints and coatings shall meet the applicable standards of CGBSC Section 504.4.3 and Table 5.504.4.3 for VOC limits.
N/A TESTING AND ADJUSTING For buildings not exceeding 10,000 square feet, [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required. en rain, the following DESIGN feet or more, see plan See sheet for procedures for testing and adjusting systems, which includes: et NVAC systems and controls HVAC systems and controls b. HVAC systems and controls HVAC balancing per the Testing Adjusting and Balancing Bureau National Standards; the National Environmental Balancing Bureau Procedural Standards; or Associated Air Balance Council National Standards or approved equal. b. UNA, DISPOSAL AND Renewable energy systems ction and Demolition -912. Renewable energy systems tass increases total Functional performance testing roort scope and content shall be consistent with CALGreen Compliance form "Functional Performance Testing" available in the Guide to Nonresidential Commissioning at http:// www.bsc.ca.gov/Home/CALGreen.aspx, or approved equals and may incorporate acceptance forms required see sheet		· Adhesives, sealants and caulks shall meet the applicable standards of CGBSC Section 5.504.4.1 and Tables
N/A TESTING AND ADJUSTING. For buildings not exceeding 10,000 square feet, [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and addition of \$200,000, testing and \$200,000, testing addition \$200,000,000,000,000,00,000,000,00,00,00,		
In Proceeding 10,000 square feet, [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required. In Proceeding 10,000 square feet, [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required. In Proceeding 10,000 square feet, [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required. In Proceeding 10,000 square feet, [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required. In Proceeding 10,000 square feet, [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required. In Proceeding 10,000 square feet, [E] and any new system serving an adjusting are required. In Proceeding 10,000 square feet, [E] and any new system serving are addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required. In Section and Demolition Indoor and outdoor lighting and controls In Proceeding 10,000 square feet, and or systems Indoor and outdoor lighting and controls In also increases total Indoor and outdoor lighting and palancing the Guide to American and may incorporate acceptance forms required under the California Building Energy Efficiency Standards. For itemized list of functional t		To reduce the amount of dust, water, and debris collected in mechanical equipment and ducts, all duct openings and other related air distribution equipment component openings shall be covered from the time of delivery at the jobsite through the contraction until final start up (CERES Section 5 504.3).
N/A TESTING AND ADJUSTING For buildings not exceeding 10,000 square feet. [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required. DESIGN See sheet for procedures for testing and adjusting systems, which includes: HVAC systems and controls HVAC systems and controls HVAC balancing per the Testing Adjusting and Balancing Bureau National Standards; the National Environmental Balancing Bureau Procedural Standards, or Associated Air Balance Council National Standards or approved equal. Indoor and outdoor lighting and controls Water heating systems Landscape irrigation systems Landscape irrigation systems Landscape irrigation systems Unctional performance testing report scope and content shall be consistent with CALGreen Compliance form "Functional Performance Testing" available in the Guide to Nonresidential Commissioning at http://www.bsc.ca.gov/Home/CALGreen aspx, or approved equals and may incorporate acceptance forms required under the California Building Energy Efficiency Standards. For itemized list of functional tests required see sheet		MECHANICAL EQUIPMENT AND DUCT PROTECTION
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	re feet or any tenant	forms required under the California Building Energy Efficiency Standards.

ENVIRONMENTAL TOBACCO SMOKE CONTROL (CGBSC Section 5.504.7) N/A See plan sheet for designated outdoor smoking area which shows a minimum of 25 feet from building entries, outdoor ventilation intakes and operable windows.

N/A Ventilation filtration (CGBSC Section 5.504.5.3) - For new HVAC systems outside and return air shall pass through filtration media having a rating of : N/A MERV 8 or better, see plan sheet for specifications.

N/A An ASHRAE 10% to 15% efficiency filter (only allowed for an HVAC unit meeting the 2013 California Energy Code of 60,000 btu/h or less and an energy usage of 0.4 W/cfm or less at design air flow), see plan for specifications.

ENVIRONMENTAL COMFORT (CGBSC Section 5.507)

Exterior Noise Wall and roof assemblies making up the building envelope and exposed to the noise source as follows shall meet a composite STC rating of 50 or a composite OITC rating of 40, and exterior windows within said walls shall meet an STC of 40 or an OITC of 30. Prescriptive Method (Using Sound Transmission Class (STC) Map - 2012 from the City's online form directory.)

N/A 1. A portion or the entire building is within the 65 CNEL contour for a freeway or expressway therefore exterior wall assemblies and roof or roof-ceiling assemblies shall meet the specified exterior wall assemblies and roof or roof-ceiling assemblies requirements stated above. For details and specifications see plan sheets N/A 2. A portion or the entire building is within the 65 CNEL contour for John Wayne Airport therefore exterior wall

assemblies and roof or roof-ceiling assemblies shall meet the specified exterior wall assemblies and roof or roofceiling assemblies requirements stated above. For details and specifications see plan sheets N/A 3. The project site fronts a street identified as producing 65 CNEL contours extending beyond the right of way therefore that portion of the building that is the contour shall meet the specified exterior wall assemblies and roof or roof-ceiling assemblies requirements stated above. For details and specifications see plan

N/A This building is a factory, storage facility, utility building, enclosed parking structure or stadium therefore no STC assemblies are required. PERFORMANCE METHOD

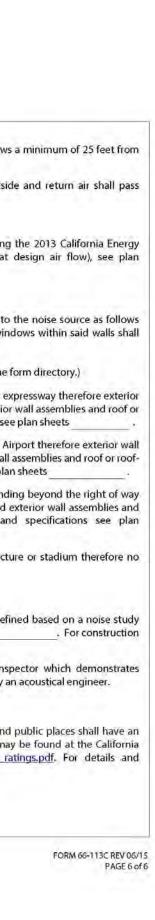
N/A Pursuant to CGBSC Section 5.507.4.2, site and building mitigations have been defined based on a noise study prepared by an acoustical engineer. For a summary of features see plan sheets details see sheets Prior to final inspection an acoustical report shall be provided to the City Inspector which demonstrates

complying interior noise sound levels. Said report shall be signed and stamped by an acoustical engineer. INTERIOR SOUND N/A Wall and floor-ceiling assemblies separating tenant spaces and tenant spaces and public places shall have an

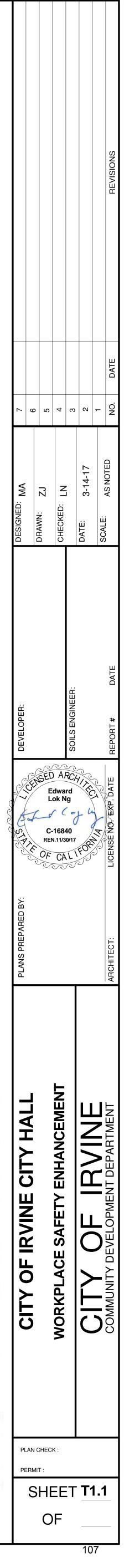
STC of at least 40. Note: Examples of assemblies and their various STC ratings may be found at the California Office of Noise Control at http://www.toolbase.org/PDF/CaseStudies/stc_icc_ratings.pdf. For details and specifications see plan sheets

N/A No interior walls separate tenant spaces or occupant spaces and public areas.

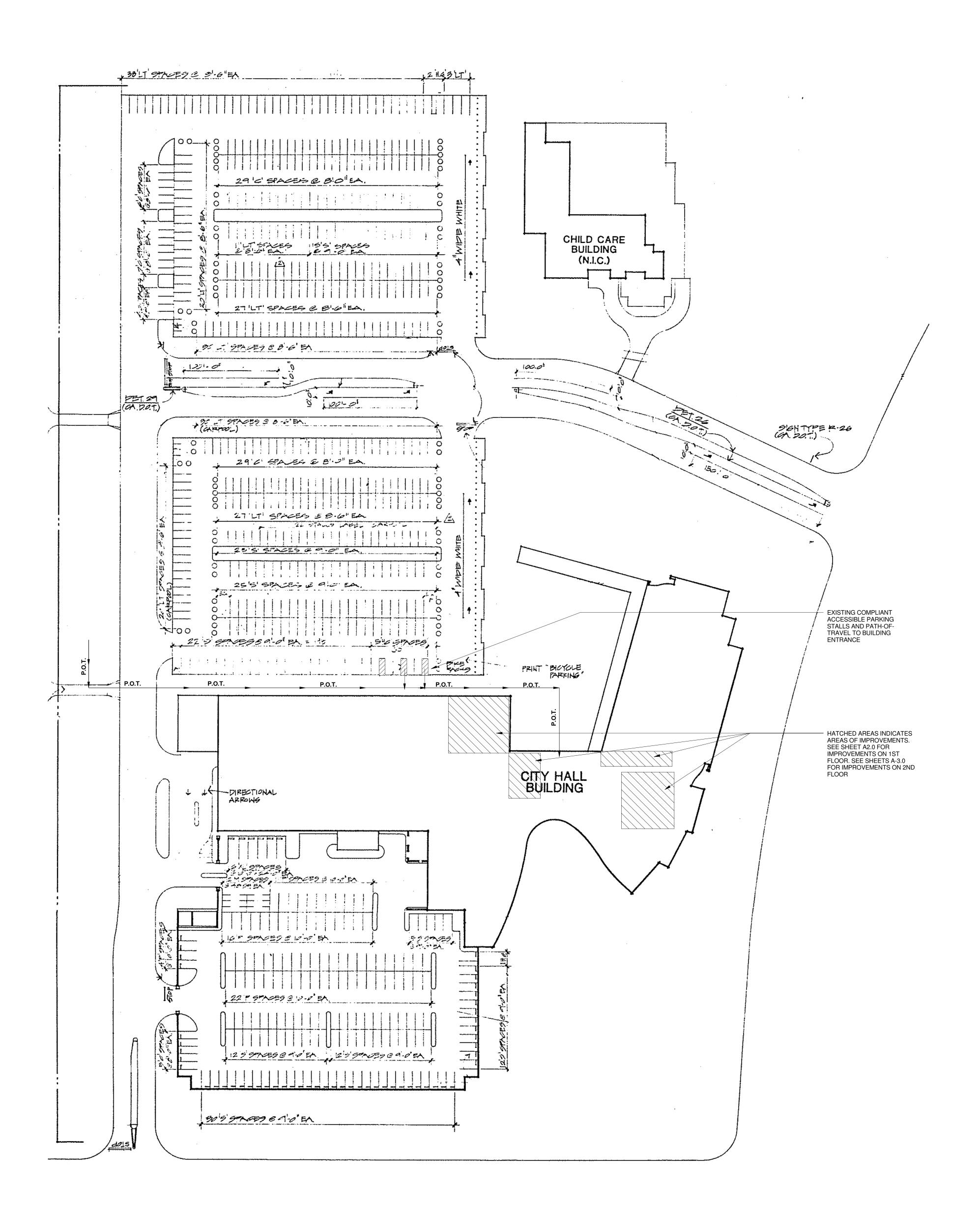
PAGE 5 of 6



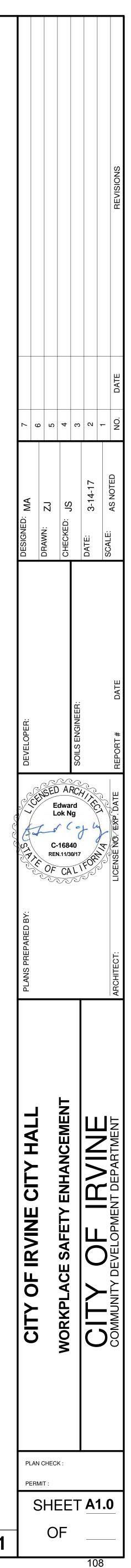
Revised10/3/12



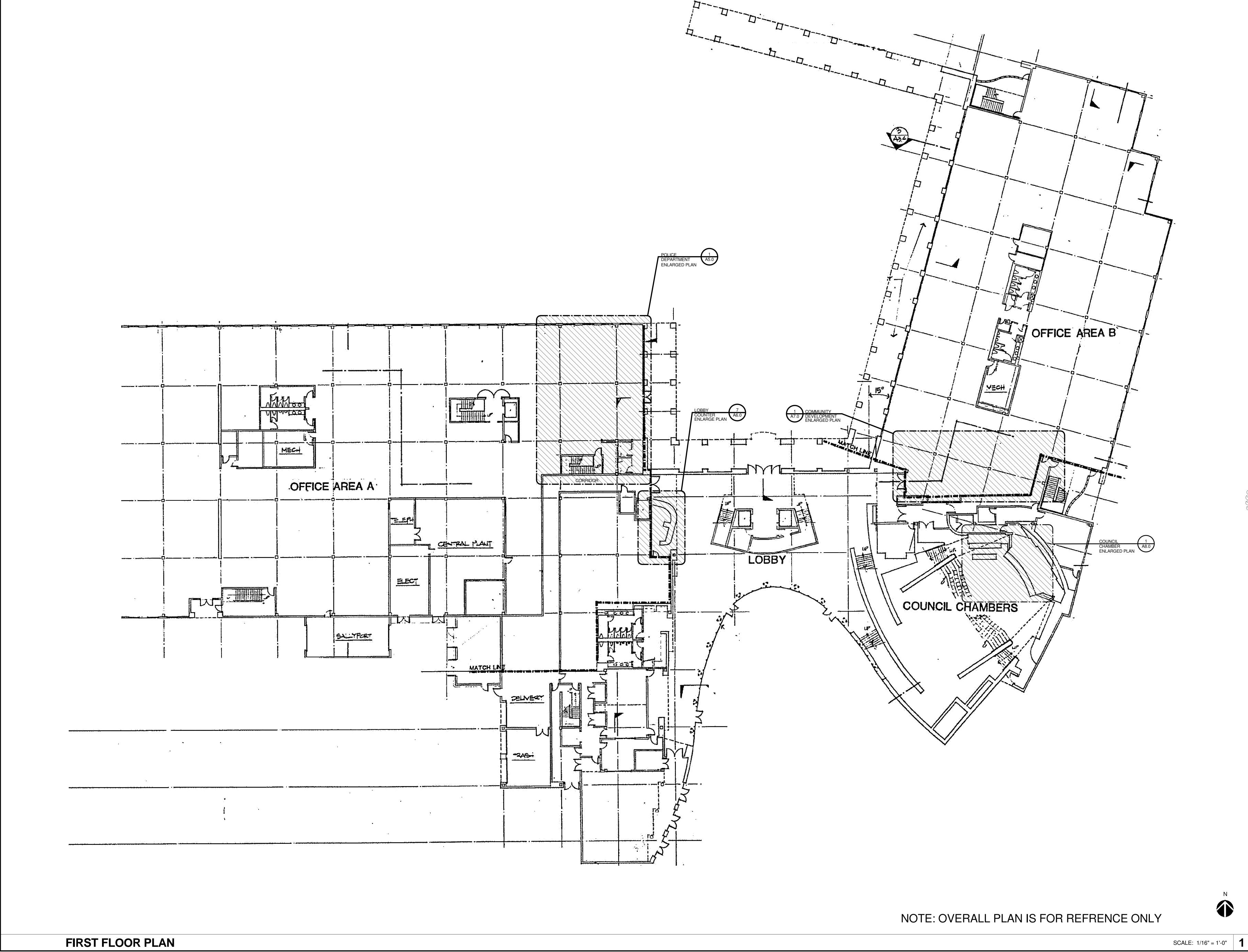
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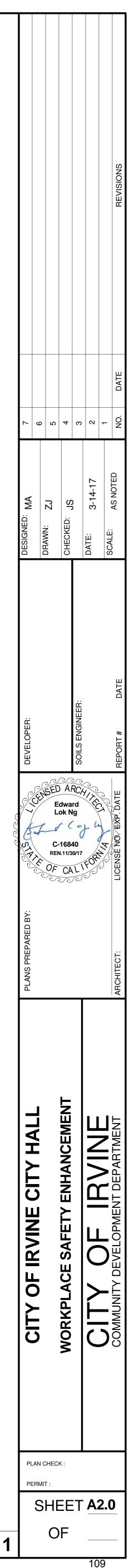
P.O.T P.O.T THIS SYMBOL INDICATES A DISABLE ACCESS "PATH OF TRAVEL" WITH 2% MAX. SLOPE AT PARKING STALL AND 5% MAX. SLOPE AT WALKWAYS WITH 2% MAX. CROSS SLOPE.

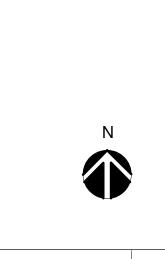


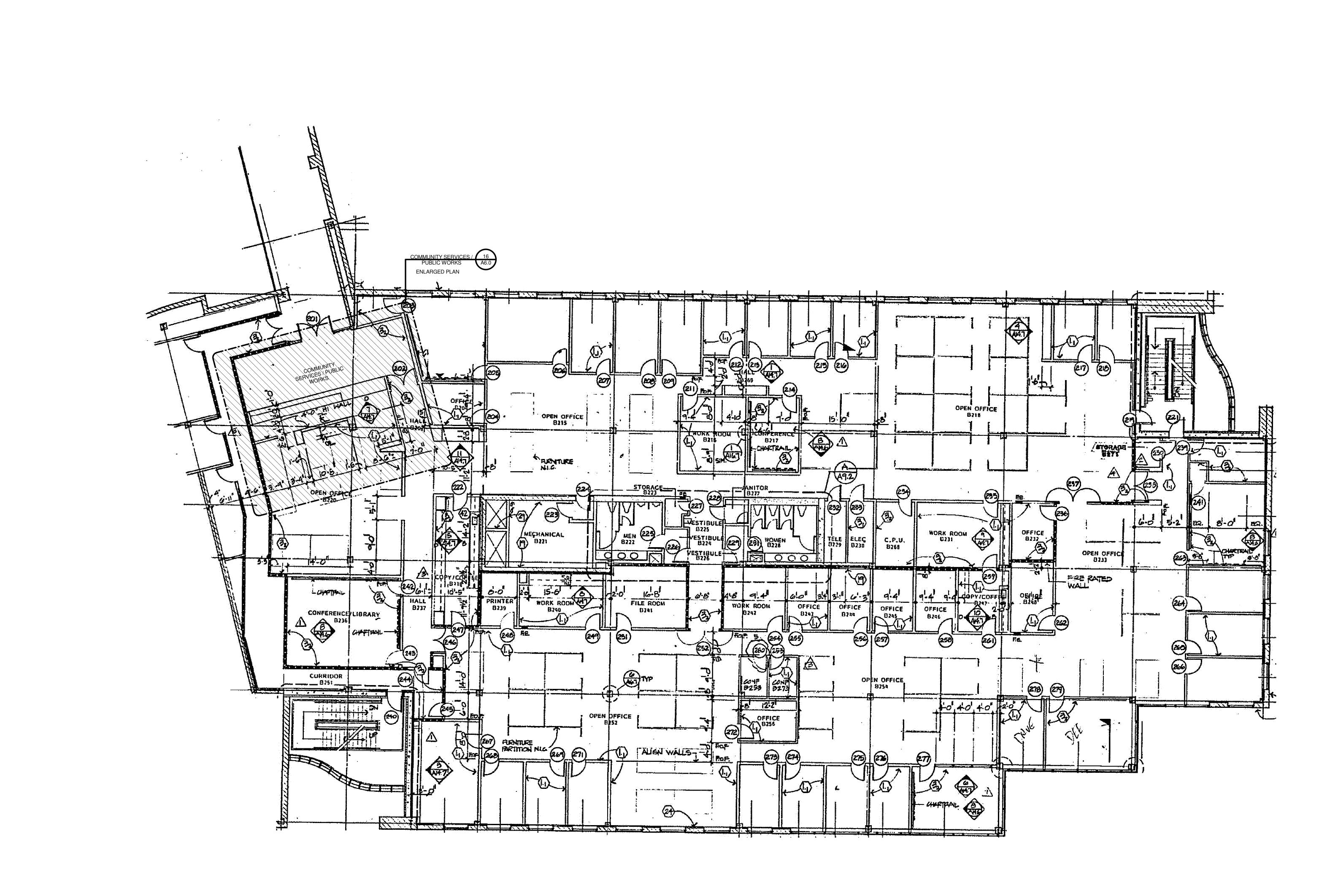
 $\mathbf{\hat{\mathbf{A}}}$ 1 SCALE: 1" = 50'-0"



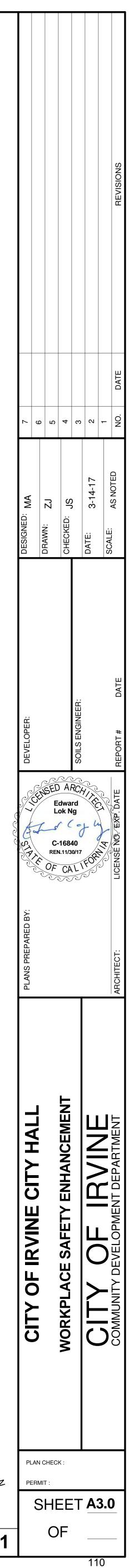
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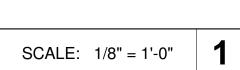


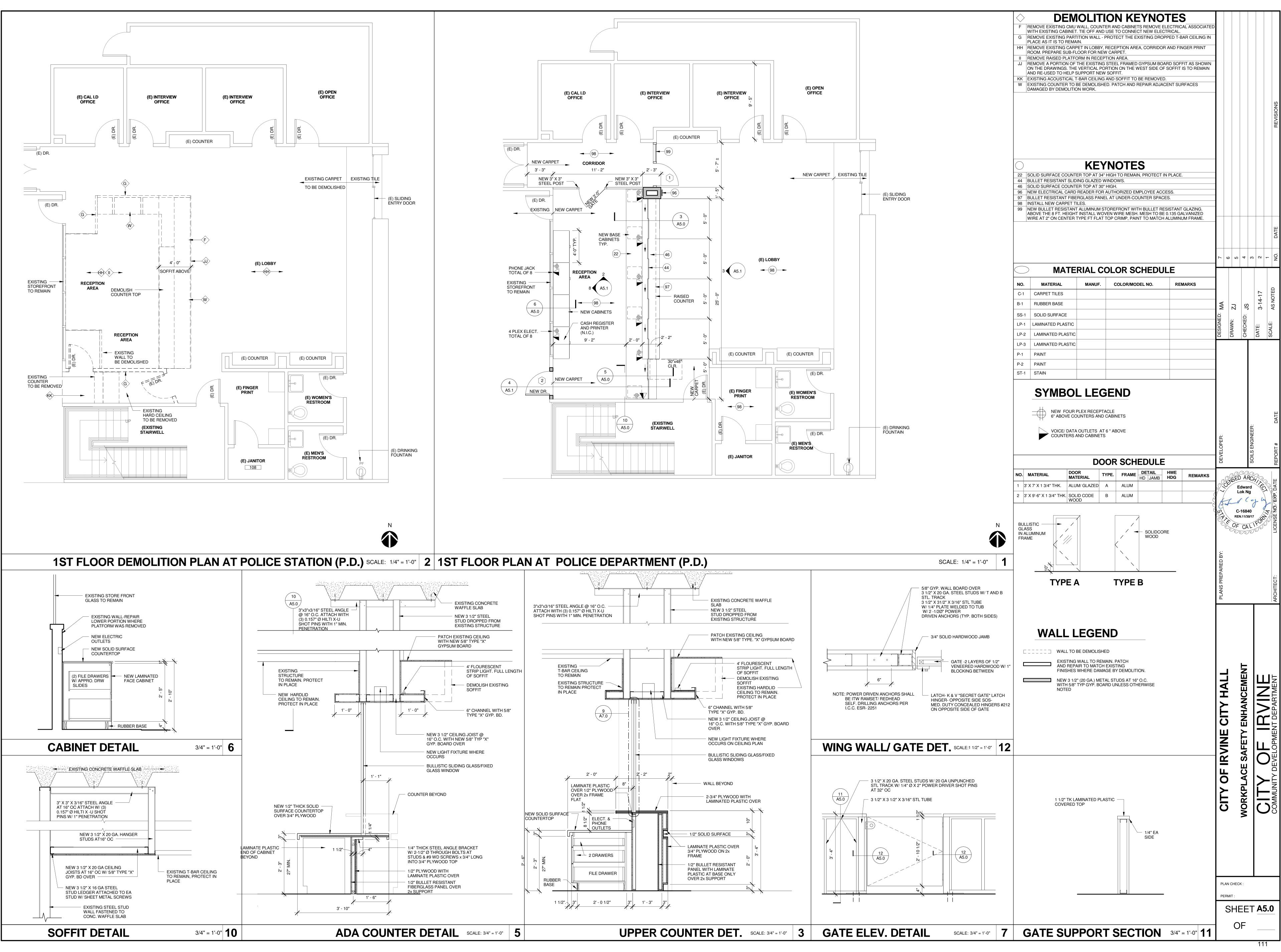


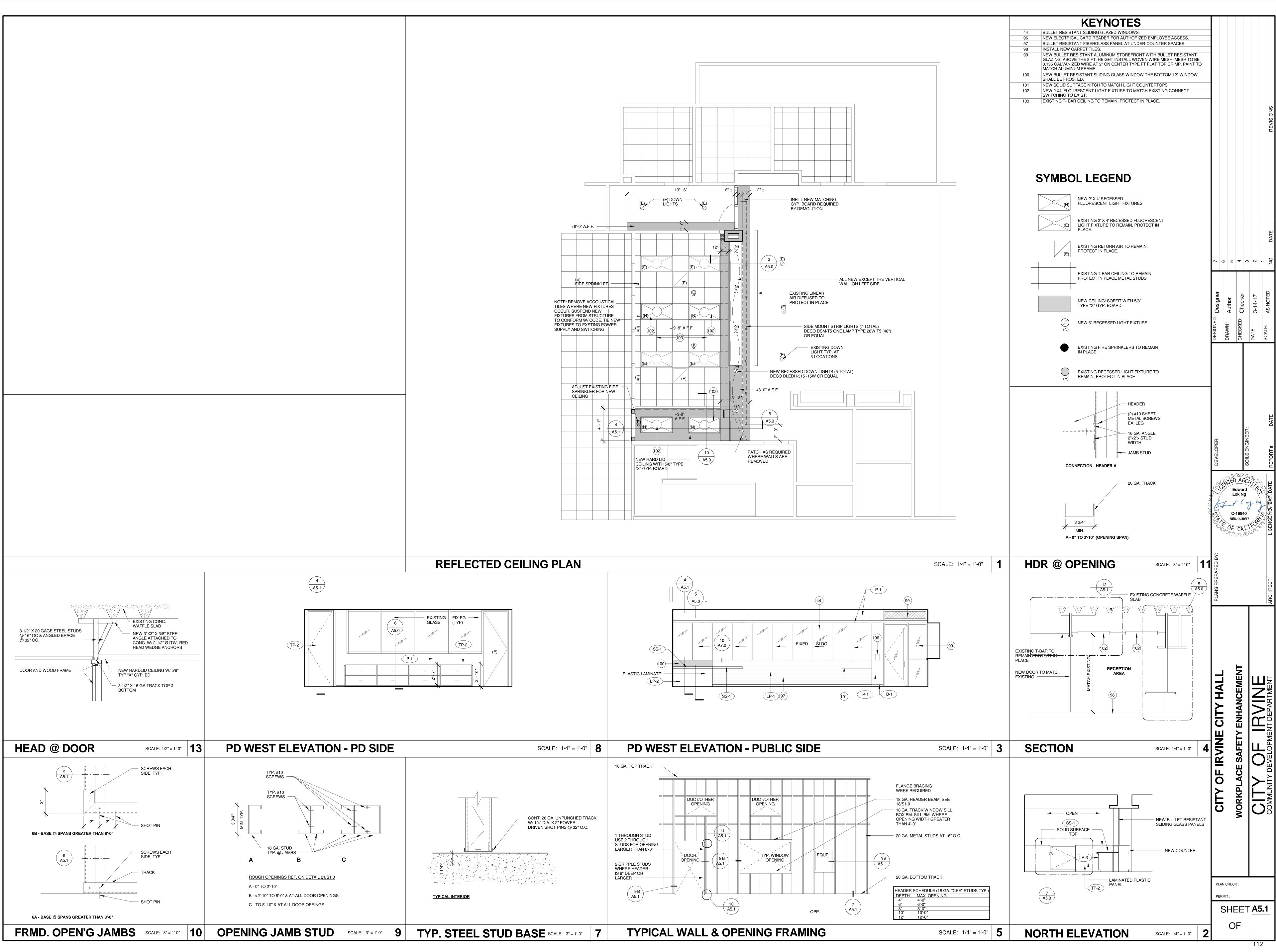


NOTE: OVERALL PLAN IS FOR REFRENCE ONLY

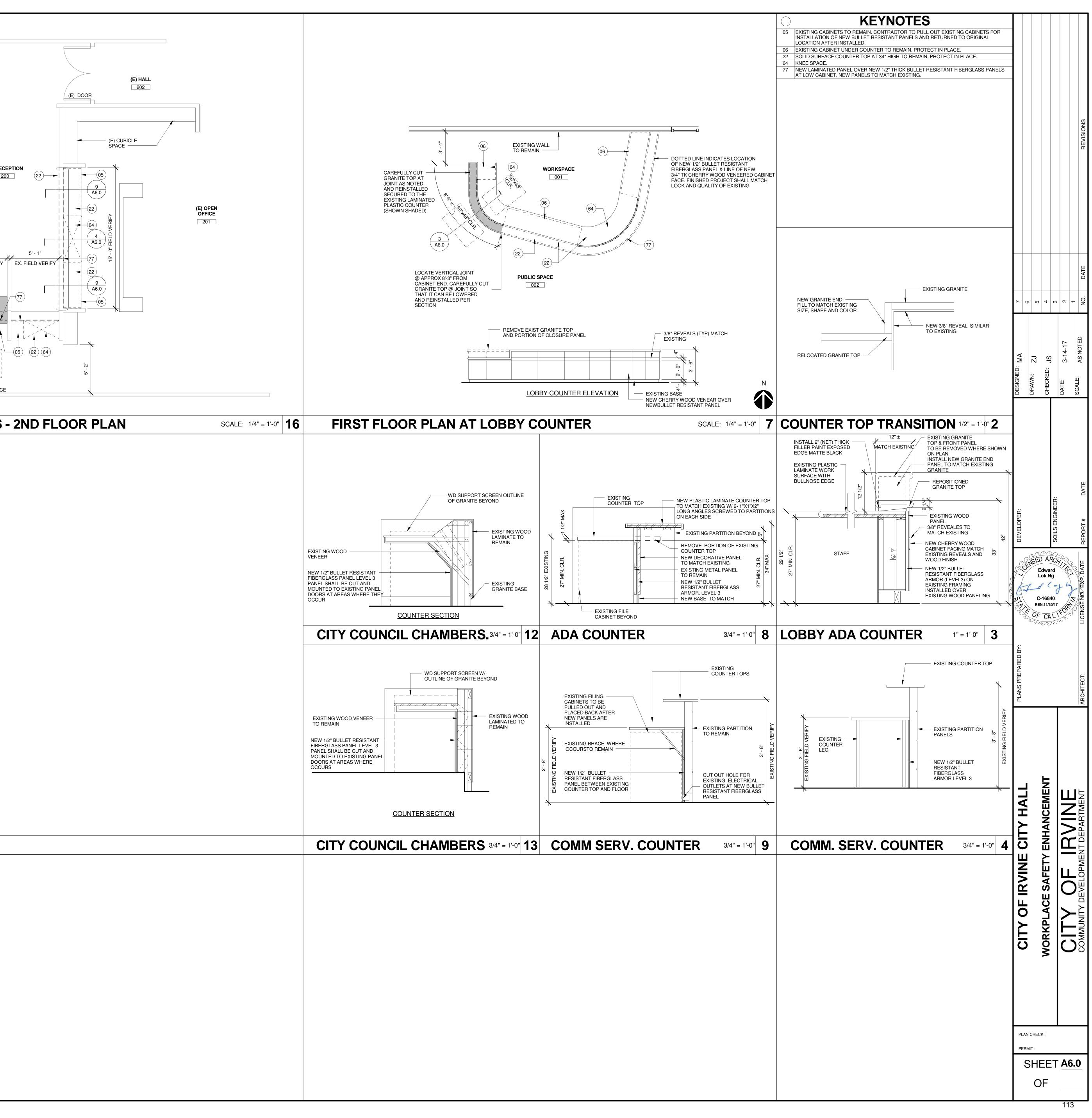


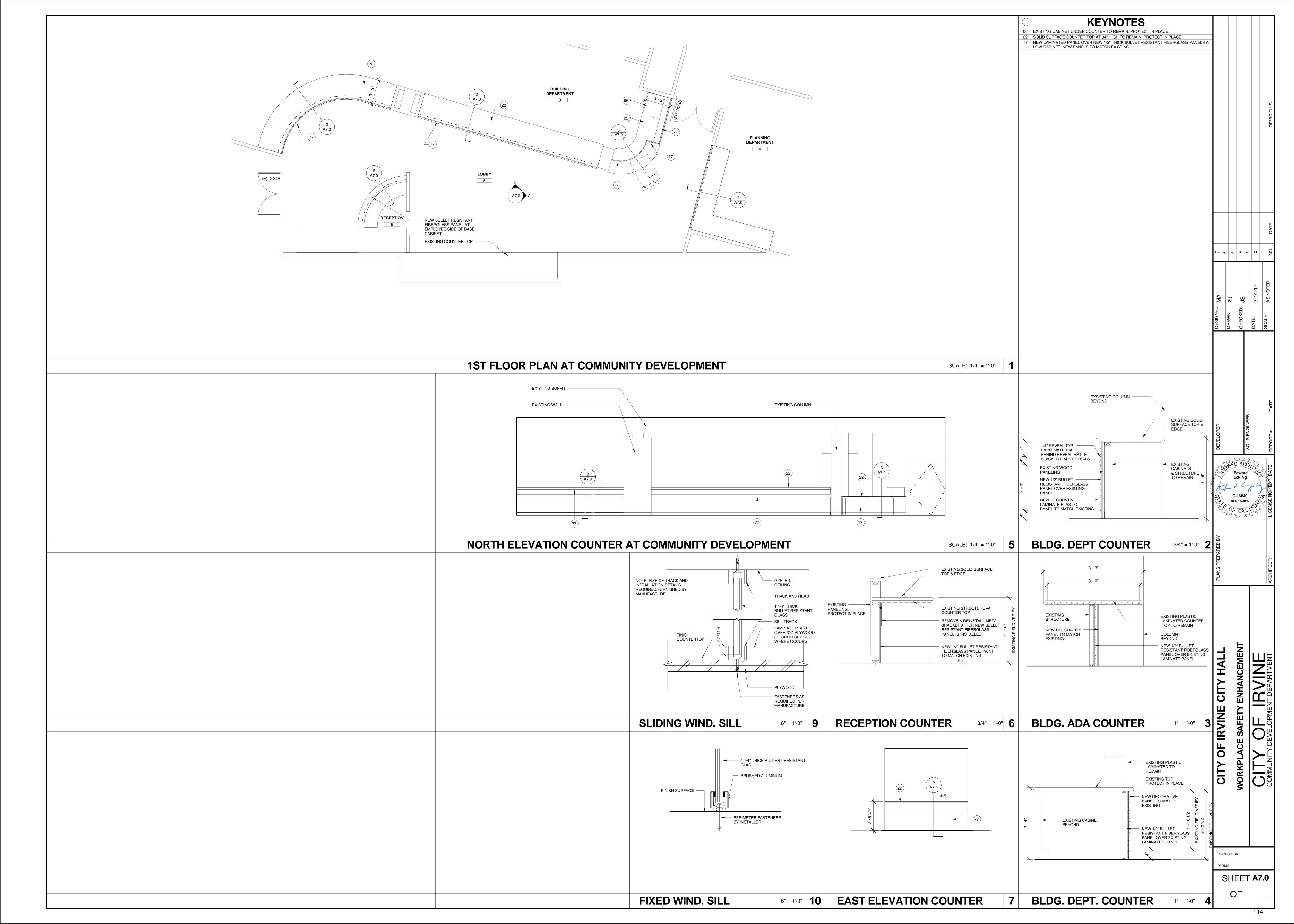


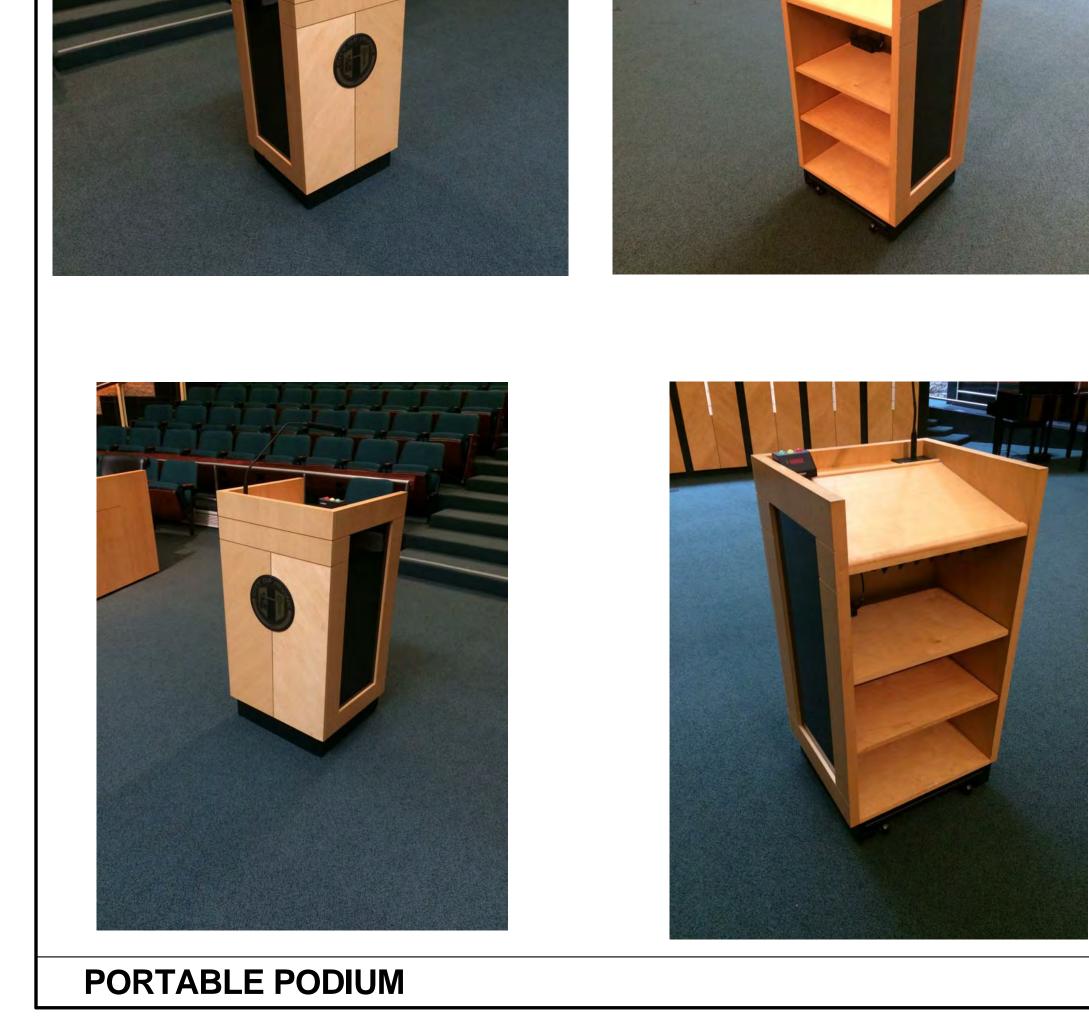




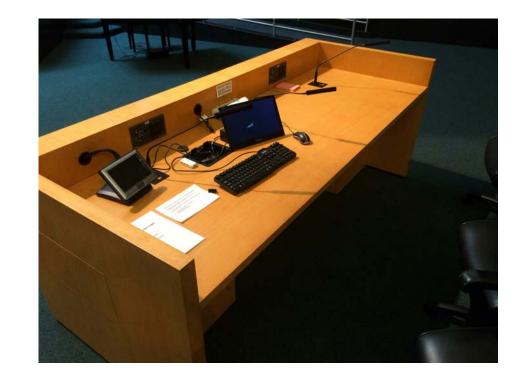
(E) STOREFRONT	► (E) REC 2
(E) SLIDING STOREFRONT DOORS	
NEW LAMINATED PLASTIC COUNTER TOP, MATCH EXISTING	5' - 3" EX. FIELD VERIFY '30 X 48" 'CLR.
CUT AND REMOVE APPROX 10" OF EXISTING COUNTER TOP	
	T-SHAPE TURNING SPACE
COMMUNITY S	SERVICES



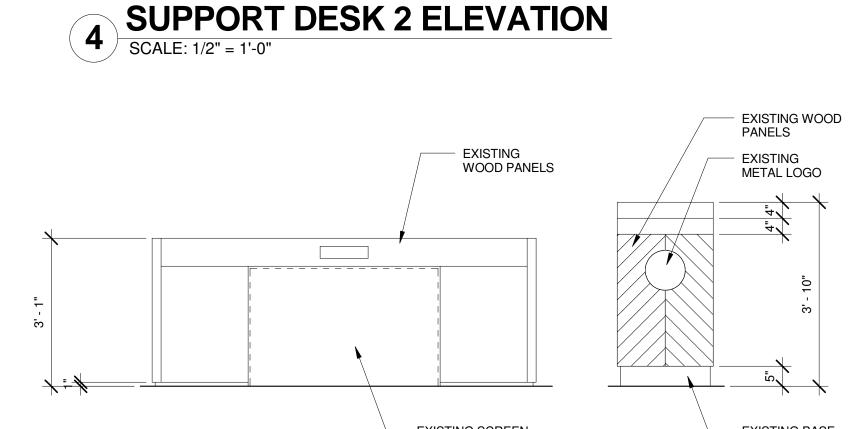


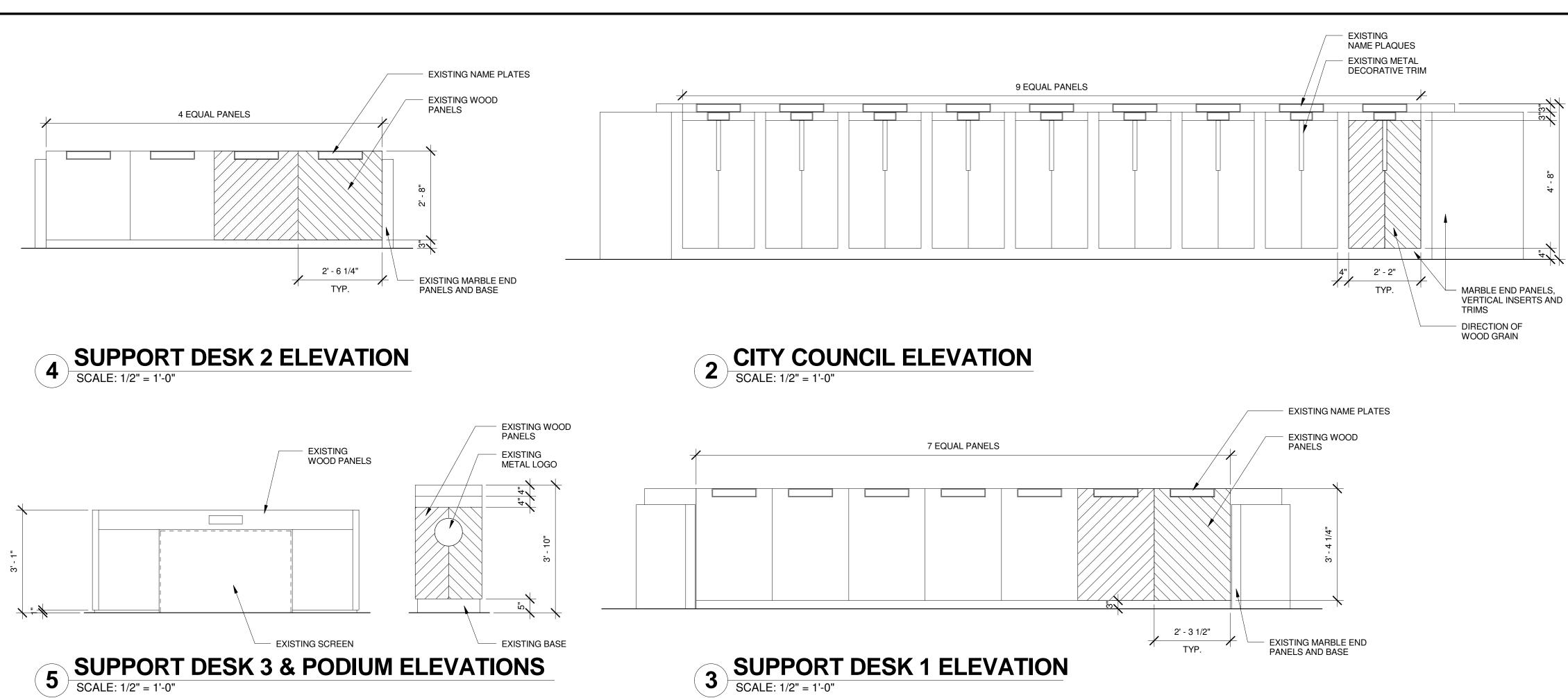




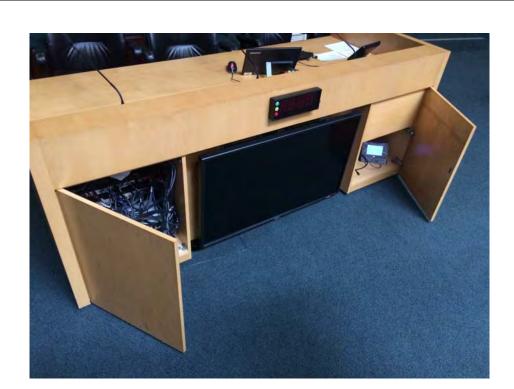






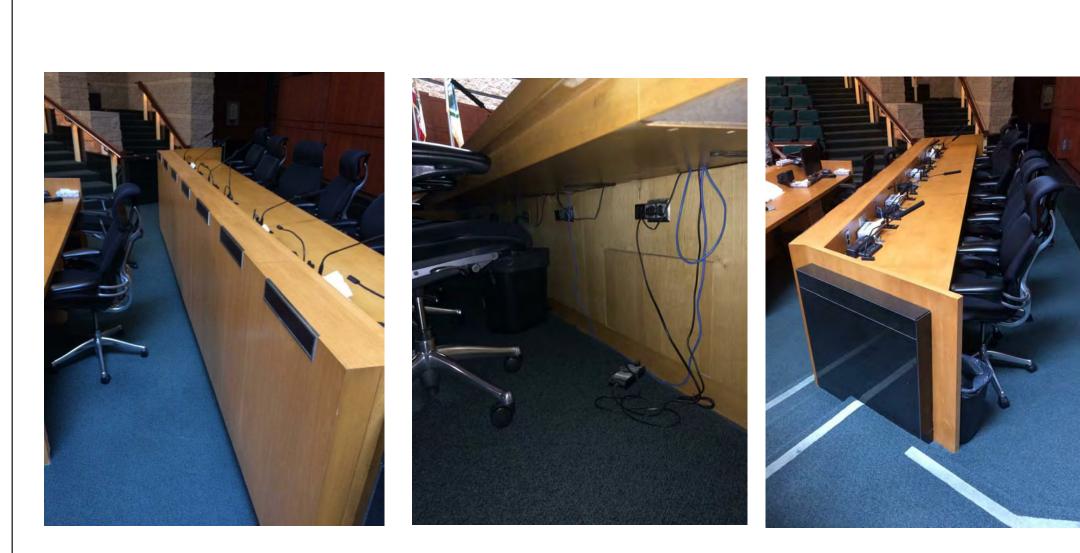


3 SCALE: 1/2" = 1'-0"









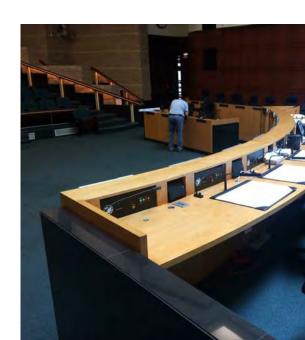




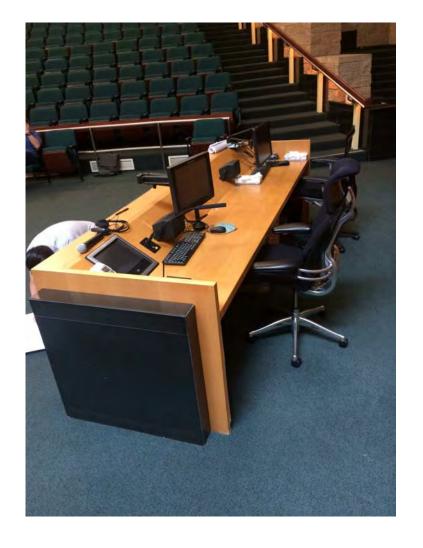
CITY COUNCIL SUPPORT DESK 1



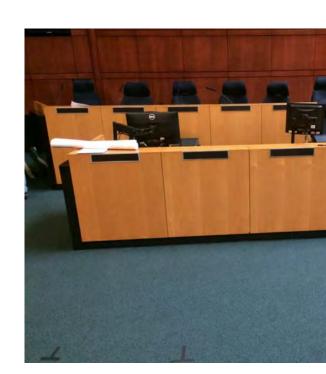




CITY COUNCIL SUPPORT DESK 2







5. ALL REMOVED, TRIMS AND DEVICES SHALL BE REINSTALLED.

1. CONTRACTOR SHALL REMOVE ALL NAME PLAQUES, DECORATIVE TRIM, ELECTRICAL DEVICES AND PROTECT/SAVE FOR REINSTALLATION EXCEPT FOR BLACK MARBLE WHICH SHALL BE PROTECTED IN-PLACE. 2. ALL EXPOSED SIDES, PANELS, EDGES AND TOPS SHALL BE RE-LAMINATED WITH WOOD VENEER TO MATCH EXISTING WOOD VENEER. WOOD GRAIN DIRECTION SHALL MATCH EXISTING. 3. UNDERSIDE AND BACK PANEL SHALL RECEIVE A NEW 1/2" THICK PANEL OF BULLET RESISTANT FIBERGLASS, PAINTED TO MATCH WOOD VENEER. ACCESS PANELS SHALL ALSO BE COVERED WITH BULLET RESISTANT FIBERGLASS.

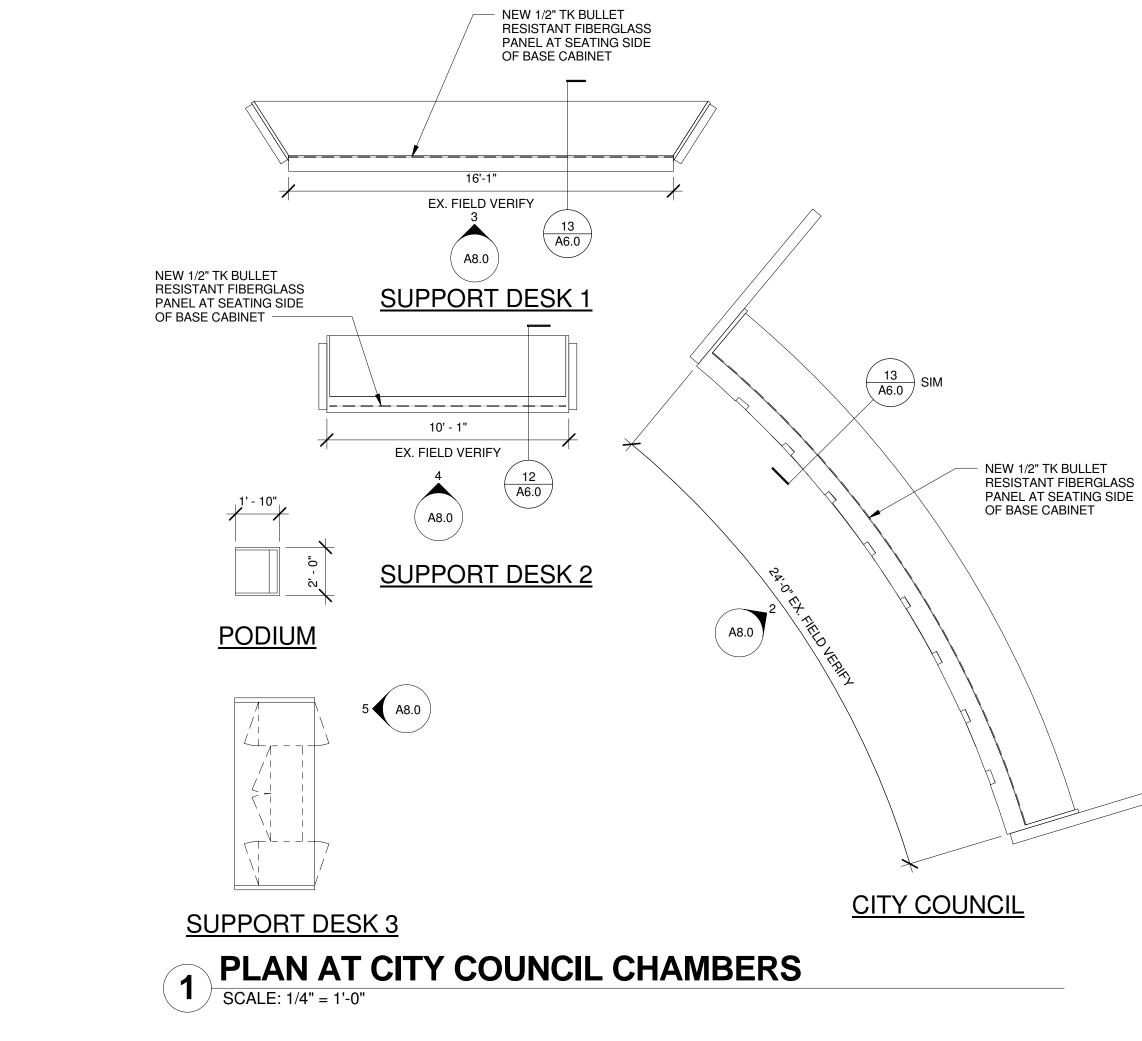
DESCRIPTION FOR DESK

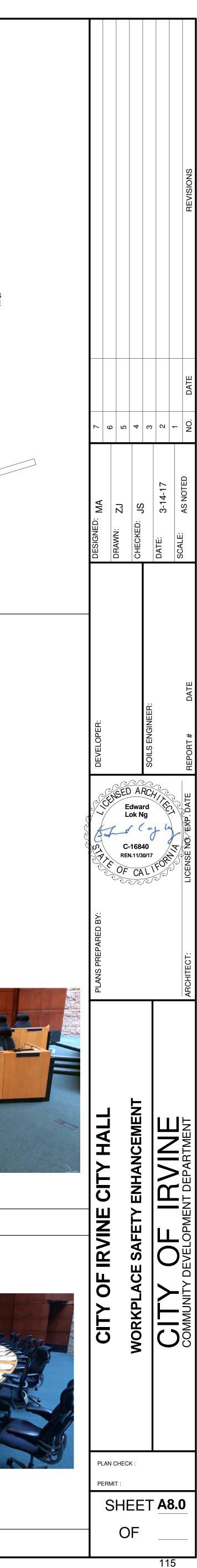
COMMISSION MEETING.

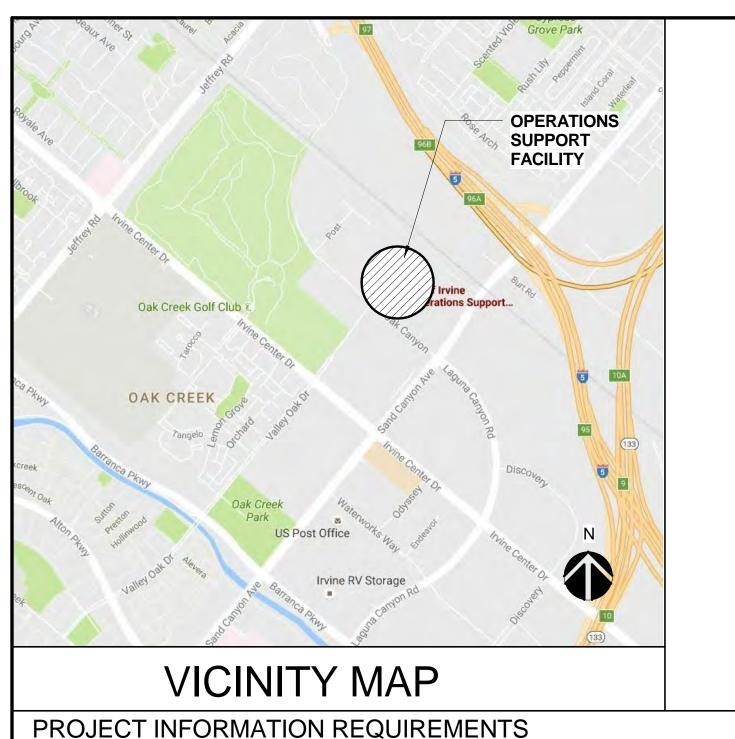
AN ADDITIONAL REQUIREMENT IS THAT NO DESK SHALL BE MISSING DURING A CITY COUNCIL/COMMISSION MEETING. THERE ARE TWO CITY COUNCIL MEETINGS AND EIGHT COMMISSION MEETINGS HELD PER MONTH. THE CONTRACTOR MAY COMPLETE ONE UNIT AT A TIME OR ALL TOGETHER AS LONG AS NO DESK IS MISSING DURING A COUNCIL/

CHAMBER CABINETS TO LOOK EXACTLY LIKE THE EXISTING WHILE AT THE SAME TIME ADDING A MEASURE OF SECURITY.

PROJECT DESCRIPTION THE GOAL AND REQUIREMENT OF THIS PROJECT IS TO RE-FINISH THE EXISTING COUNCIL







PROJECT INFORMATION REQUIREMENTS

PROJECT LOCATION:

OPERATIONS SUPPORT FACILITY 6427 OAK CANYON, IRVINE, CA 92618

PROJECT DESCRIPTION

SECURITY ENHANCEMENTS BY MODIFYING ENTRANCE / RECEPTION AREA TO PROVIDE A SOLID BADGE ACCESS DOOR AND GLASS SERVICE WINDOW SECURITY ENHANCEMENT AT EXTERIOR BY ADDING TOP GUARD ON PERIMETER FENCE AND UPGRADING ALL EXISTING PARKING AND BUILDING LIGHTS WITH L.E.D. LIGHTS.

SPECIAL CONDITIONS OF LAND USE APPROVAL

USE(S) OCCUPANCY (IES) AND FLOOR AREAS(S)

NUMBER OF STORIES

OPERATIONS SUPPORT FACILITY - 1 STORY

<u>MEZZANINES</u> NONE

TYPE OF CONSTRUCTION

OPERATIONS SUPPORT FACILITY

FIRE PARTITION WALLS

FIRE BARRIER WALLS

FIRE WALL

HORIZONTAL ASSEMBLIES **SPRINKLERS**

PARKING SUMMARY REQUIRED PARKING

INSERT USE AND AREA TOTAL PARKING PROVIDED

ACCESSIBLE PARKING TOTAL REQUIRED TOTAL PROVIDED TOTAL ACCESSIBLE REQUIRED TOTAL ACCESSIBLE PROVIDED

INSERT NUMBER OF SPACES REQUIRED INSERT NUMBER OF SPACES REQUIRED

<u>APPLICABLE STATE CO</u> CALIFORNIA BUILDING CALIFORNIA RESIDEN CALIFORNIA GREEN B CALIFORNIA MECHANICAL CODE CALIFORNIA ELECTRICAL CODE CALIFORNIA PLUMBING CODE

RECEIVED PRIOR TO JANUARY 1, 1994:

PROVISIONS OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE APPLY TO ALL NEW LOW-RISE RESIDENTIAL BUILDINGS (THREE STORIES AND LESS INCLUDING HOTELS AND MOTELS) AND ALL NON-RESIDENTIAL TENANT IMPROVEMENT WITH VALUATION EQUAL OR GREATER THAN \$200,000 AND ADDITIONS EQUAL OR GREATER THAN 1.000 SQUARE FEET.

SEE SHEET N/A FOR COMPLETED CITY OF IRVINE GREEN BUILDING STANDARDS NOTES.

PROVISIONS OF THE CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARD APPLY TO THIS PROJECT SEE SHEET N/A FOR COMPLETE COMPLIANCE DOCUMENTATION.

SEE SHEET N/A FOR COMPLETED PROJECT SPECIFIC CITY OF IRVINE SPECIAL OBSERVATION PROGRAM FORM.

CITY OF IRVINE MUNICIPAL CODE

[NOTE: COMPLETE IMC TEXT IS AVAILABLE ON THE INTERNET AT WWW.MUNICODE.COM] THE DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE IRVINE MUNICIPAL CODE PROVISIONS INCLUDING BUT NOT LIMITED TO:

CONSTRUCTION WORK HOURS [IMC SECT. 6-8-205] MON-FRI 7 AM TO 7 PM SAT 9 AM TO 6 PM NO WORK ON SUNDAYS OR FEDERAL HOLIDAYS

SECURITY DESIGN STANDARDS [IMC SECT. 5-9-520 AND 5-9-528] SEE SHEET T1.1 FOR APPLICABLE COMPLETED SECURITY CODE PROVISIONS.

ROOFING [IMC 5-9-401 I. & 5-9-402 E.]

ROOF COVERING CLASSIFICATION SHALL MEET MINIMUM CLASS A.

ROOF AND UNDERFLOOR VENT OPENINGS SHALL BE COVERED WITH NON-COMBUSTIBLE CORROSION RESISTANT. METAL WIRE MESH OR OTHER MATERIALS HAVING OPENINGS OF 1/16 INCH MINIMUM TO 1/8 INCH MAXIMUM. (CBC 706A.2) SEE DETAIL

OFF-SITE FABRICATION

ALL OFF-SITE FABRICATION OF STRUCTURAL STEEL COMPONENTS INCLUDING STEEL STAIRS AND PRE-CAST CONCRETE SHALL BE DONE IN AN APPROVED FABRICATOR SHOP AS REQUIRED BY CITY OF IRVINE INFORMATION BULLETIN NO. 311. SEE BULLETIN FOR DETAILS AND REQUIRED DOCUMENTATION REQUIRED AT THE RECEIPT OF ANY SHIPMENT OF OFF-SITE FABRICATED ITEMS.

PRE-CONSTRUCTION MEETING REQUIREMENT

ALL CONSTRUCTION PROJECTS INVOLVING ADDITIONS TO NON-RESIDENTIAL STRUCTURES SHALL NOT COMMENCE UNTIL A PRE-CONSTRUCTION MEETING HAS BEEN HELD. THESE MEETINGS, WHILE NOT REQUIRED BY CITY CODE FOR TENANT IMPROVEMENTS NOT ADDING AREA. ARE BENEFICIAL FOR MAJOR TENANT IMPROVEMENTS OR ANY RESTAURANT INSTALLATIONS. TO SCHEDULE A PRE-CONSTRUCTION MEETING CONTACT ROGER CARTON, NON-RESIDENTIAL INSPECTIONS SUPERVISOR AT (949)724-6331.

ADDITIONS AND ALTERATIONS

PRIOR TO USE, OCCUPANCY OR FINAL INSPECTION, EXISTING OR RETROFITTED ADDRESSING MEETING THE HEIGHT, CONTRAST AND FONT REQUIREMENTS OF SECTION 5-9-517 ITEM L OF THE CITY OF IRVINE MUNICIPAL CODE SHALL BE VERIFIED BY THE CITY INSPECTOR.

THE CITY OF IRV **BUILDING PLANS**

DES (WITH CITY OF IRVINE AMENDMENTS)	
CODE	2013
IAL CODE	2013
IILDING STANDARDS CODE	2013
	2013

CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS

WATER CONSERVING PLUMBING FIXTURE VERIFICATION/RETROFIT BUILDINGS FOR WHICH AN INITIAL FINAL INSPECTION WAS RECEIVED ON OR BEFORE JANUARY 1, 1994 SHALL COMPLY WITH THE CITY OF IRVINE'S INFORMATION BULLETIN # 321. WAS THE INITIAL FINAL INSPECTION ON THE PROPERTY UNDERGOING THE PROPOSED TENANT IMPROVEMENT

CALIFORNIA GREEN BUILDING STANDARD CODE

CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS

SPECIAL INSPECTION AND STRUCTURAL OBSERVATION

THIS PROJECT IS SUBJECT TO BOTH SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATION PER CALIFORNIA BUILDING CODE (CBC) CHAPTER 17 AND SHALL FOLLOW THE REQUIREMENTS AS DEFINED IN CITY OF IRVINE INFORMATION BULLETINS NO. 278 AND 251.

SEE SHEET N/A FOR COMPLETED PROJECT SPECIFIC CITY OF IRVINE SPECIAL INSPECTION PROGRAM FORM.

ATTIC AND UNDERFLOOR VENT COVERS [IMC 5-9-401 H. & 5-9-402 D.]

FIRE DEPARTMENT NOTES

- DIRECTLY OR OCFA INSPECTION SCHEDULING AT (714) 573-6150 FOR ASSISTANCE
- OR LAW.
- TO AND APPROVED BY THE OCFA PRIOR TO SUBMITTAL OF ARCHITECTURAL PLANS. AN APPROVED FIRE MASTER PLAN SHALL BE SUBMITTED WITH THE ARCHITECTURAL PLANS.
- ALL WEATHER FIRE ACCESS ROADS SHALL BE APPROVED BY THE OCFA AND BE IN PLACE BEFORE ANY COMBUSTIBLE MATERIALS ARE PLACED ON THE SITE. ACCESS ROADS SHALL BE MAINTAINED CLEAR OF OBSTRUCTIONS DURING AND AFTER CONSTRUCTION
- ADDRESSED ON OR AS OTHERWISE ALLOWED BY OCFA GUIDELINE B-09.
- COMBUSTIBLE MATERIALS STORAGE AREAS. CUTTING, WELDING, OR OTHER HOT WORK SHALL BE IN CONFORMANCE WITH CFC CHAPTER 26.
- EACH STAIRWAY, IN EACH STORAGE AND CONSTRUCTION SHED, IN LOCATIONS WHERE FLAMMABLE OR EGRESS TRAVEL AND IN A READILY VISIBLE AND ACCESSIBLE LOCATION. WITH THE BOTTOM OF THE INSPECTOR AND FINAL PLACEMENT IS SUBJECT TO APPROVAL.
- INSPECTED PRIOR TO INSTALLATION.
- KNOX BOXES/KEY CABINETS SHALL BE PROVIDED FOR ALL POOL ENCLOSURES, GATES IN THE PATH OF FIREFIGHTER TRAVEL TO STRUCTURES, SECURED PARKING LEVELS, DOORS GIVING ACCESS TO ALARM REQUIRED OR IS UNDULY DIFFICULT.
- LIMITED-COMBUSTIBLE MATERIALS OR SIMILARLY PROTECTED OR SEPARATED. CFC 304.3
- 11. EXITS, EXIT SIGNS, FIRE ALARM PANELS, HOSE CABINETS, FIRE EXTINGUISHER LOCATIONS, AND STANDPIPE EGRESS PATH SHALL REMAIN FREE AND CLEAR OF ALL OBSTRUCTIONS AT ALL TIMES. NO STORAGE IS PERMITTED IN AISLES.
- 12. EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL AND LATCHING; SUCH DOORS SHALL NOT BE EQUIPPED WITH DOOR STOPS OR OTHERWISE PROPPED OPEN.
- ORDINANCE. IN STRUCTURES OF UNDETERMINED USE, THE MINIMUM FIRE SPRINKLER DESIGN DENSITY REQUIRED SHALL BE ORDINARY HAZARD (GROUP 2) WITH A DESIGN AREA OF 3000 SQUARE FEET.
- NECESSARY TO MAINTAIN THESE SYSTEMS IN CONFORMANCE WITH APPLICABLE STANDARDS. IF LISTED CENTRAL ALARM STATION.
- WHERE COMMERCIAL-TYPE FOOD HEATING OR COOKING EQUIPMENT THAT PRODUCES GREASE-LADEN EQUIPMENT.
- OR EQUIPMENT BEING BROUGHT ON SITE.
- 17. STORAGE AREAS GREATER THAN 500 SQ.FT. WITH HIGH HAZARD MATERIALS STORED HIGHER THAN SIX SUBMITTING PLANS TO AND OBTAINING APPROVAL FROM THE OCFA.
- 18. A NEW HVAC UNIT EXCEEDING A 2,000 CFM CAPACITY SHALL BE PROVIDED WITH A DUCT SMOKE DETECTOR. ONLY PROVIDE A SUPERVISORY SIGNAL AT THE FIRE ALARM PANEL UPON SMOKE DETECTION.

PROJECT DIRECTORY

CITY OF IRVINE

1 CIVIC CENTER PLAZA IRVINE, CA 92606

ARCHITECT BOA ARCHITECTURE 1511 COTA AVENUE LONG BEACH, CA 90813 CONTACT: EDWARD LOK NG P: (562) -912-7900 E: LOK.NG@BOAARCHITECTURE.COM

<u>ENGINEER</u> CITY OF IRVINE 1 CIVIC CENTER PLAZA **IRVINE, CA 90606** CONTACT: MARK CARROLL MANAGER OF FACILITIES MAINTENANCE AND REHABILITATION P: (949)-724-6410 E: MCARROLL@CITYOFIRVINE.ORG

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FOR ASSISTANCE WITH FIRE-RELATED PLAN REVIEW ISSUES OR TECHNICAL QUESTIONS, PLEASE CALL (714) 573-6108. FOR FIRE-RELATED INSPECTION QUESTIONS OR ISSUES, PLEASE CONTACT YOUR OCFA INSPECTOR

THE PROJECT SHALL COMPLY WITH THE CURRENTLY ADOPTED CALIFORNIA BUILDING CODE, CALIFORNIA FIRI CODE, AND OTHER CODES, STANDARDS, REGULATIONS AND REQUIREMENTS AS ENFORCED BY THE ORANGE COUNTY FIRE AUTHORITY. APPROVAL OF THESE PLANS SHALL NOT PERMIT THE VIOLATION OF ANY CODE

FOR PROJECTS INVOLVING NEW STRUCTURES, ADDITIONS TO EXISTING STRUCTURES, INSTALLATION OF GATES/WALLS/FENCES, OR ALTERATION OF VEHICULAR ACCESS, A FIRE MASTER PLAN SHALL BE SUBMITTED

ADDRESS NUMBERS SHALL BE PROVIDED FOR ALL NEW AND EXISTING BUILDINGS, BE A MINIMUM SIX INCHES HIGH. CONTRAST WITH THEIR BACKGROUND. AND BE PLAINLY VISIBLE FROM THE ROADWAY THE BUILDING IS

BUILDINGS UNDER CONSTRUCTION OR DEMOLITION SHALL CONFORM TO CFC CHAPTER 14. NO SMOKING OR COOKING IS ALLOWED IN STRUCTURES WHERE COMBUSTIBLE MATERIALS ARE EXPOSED OR WITHIN 25' OF

LOCATIONS AND CLASSIFICATIONS OF EXTINGUISHERS SHALL BE IN ACCORDANCE WITH THE CFC AND CCR TITLE 19. AT LEAST ONE EXTINGUISHER SHALL BE PROVIDED DURING CONSTRUCTION ON EACH FLOOR AT COMBUSTIBLE LIQUIDS ARE STORED OR USED, OR WHERE SIMILAR HAZARDS ARE PRESENT. BEFORE FINAL OCCUPANCY, AT LEAST ONE 2A:10B:C EXTINGUISHER SHALL BE PROVIDED SO THAT NO POINT IS MORE THAN 75' TRAVEL DISTANCE FROM THE EXTINGUISHER. EXTINGUISHERS SHALL BE LOCATED ALONG THE PATH OF EXTINGUISHER AT LEAST 4" ABOVE THE FLOOR. ADDITIONAL EXTINGUISHERS MAY BE REQUIRED BY THE

WALL, FLOOR AND CEILING FINISHES AND DECORATIVE MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATIONS IN CBC/CFC CHAPTER 8. DECORATIVE MATERIALS SHALL BE PROPERLY TREATED BY A PRODUCT OR PROCESS APPROVED BY THE STATE FIRE MARSHAL. SUCH ITEMS SHALL BE APPROVED AND

PANELS AND/OR ANNUNCIATORS, AND ANY OTHER STRUCTURES OR AREAS WHERE IMMEDIATE ACCESS IS

10. DUMPSTERS AND TRASH CONTAINERS EXCEEDING 1.5 CUBIC YARDS SHALL NOT BE STORED IN BUILDINGS OR PLACED WITHIN 5 FEET OF COMBUSTIBLE WALLS, OPENINGS OR COMBUSTIBLE ROOF EAVE LINES UNLESS PROTECTED BY AN APPROVED SPRINKLER SYSTEM OR LOCATED IN A TYPE I OR IIA STRUCTURE SEPARATED BY 10 FEET FROM OTHER STRUCTURES. CONTAINERS LARGER THAN 1 CUBIC YARD SHALL BE OF NON- OR

CONNECTIONS SHALL NOT BE CONCEALED BY CURTAINS, MIRRORS, OR OTHER DECORATIVE MATERIAL. THE

KNOWLEDGE OR EFFORT. DOORS SHALL NOT BE PROVIDED WITH THUMB-TURN LOCKS OR DEADBOLTS THAT DO NOT UNLATCH IN TANDEM WITH THE NORMAL OPERATING LEVER. RATED DOORS SHALL BE SELF-CLOSING

SPRINKLER AND ALARM SYSTEMS SHALL BE PROVIDED WHEN REQUIRED BY CBC/CFC CHAPTER 9 AND LOCAL

EXISTING SPRINKLER AND ALARM SYSTEMS IN SPACES UNDERGOING REMODELING SHALL BE EVALUATED BY A LICENSED CONTRACTOR KNOWLEDGEABLE IN SUCH SYSTEMS TO DETERMINE WHETHER CHANGES WILL BE MODIFICATIONS ARE NECESSARY, PLANS SHALL BE SUBMITTED TO THE OCFA FOR REVIEW AND APPROVAL PRIOR TO MODIFICATION OF THE SYSTEM. SPRINKLER AND ALARM SYSTEMS SHALL BE SUPERVISED BY A UL-

VAPORS IS PRESENT, AN AUTOMATIC EXTINGUISHING SYSTEM SHALL BE PROVIDED AND SHALL COMPLY WITH CFC, CMC, AND NFPA 17A. REVIEW AND APPROVAL OF A HOOD AND DUCT EXTINGUISHING SYSTEM PLAN BY THE OCFA IS REQUIRED PRIOR TO INSTALLATION, MODIFICATION, REARRANGEMENT, OR USE OF COOKING

16. HAZARDOUS MATERIALS EQUIPMENT, PROCESSES, STORAGE, DISPENSING, OR USE SHALL COMPLY WITH CBC AND CFC REGULATIONS AND SHALL BE REVIEWED AND APPROVED BY THE OCFA PRIOR TO SUCH MATERIALS

FEET AND OTHER MATERIALS STORED HIGHER THAN TWELVE FEET ARE NOT PERMITTED WITHOUT FIRST

THIS DETECTOR SHALL SHUT DOWN ONLY THE AFFECTED INDIVIDUAL HVAC UNIT UPON SMOKE DETECTION THIS DETECTOR MUST ALSO BE INTERFACED TO AN EXISTING FIRE ALARM SYSTEM. THE DETECTOR SHALL

STORM WATER POLLUTION PREVENTION NOTES

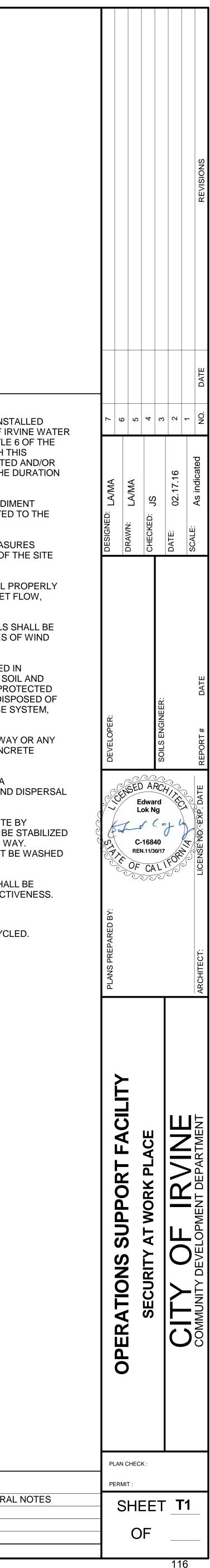
STORMWATER POLLUTION PREVENTION DEVICES AND PRACTICES SHALL BE INSTALLED AND/OR INSTITUTED AS NECESSARY TO ENSURE COMPLIANCE TO THE CITY OF IRVINE WATER QUALITY STANDARDS CONTAINED IN CHAPTER 3. WATER, OF DIVISION 8 OF TITLE 6 OF THE IRVINE MUNICIPAL CODE AND ANY EROSION CONTROL PLAN ASSOCIATED WITH THIS PROJECT. ALL SUCH DEVICES AND PRACTICES SHALL BE MAINTAINED, INSPECTED AND/OF MONITORED TO ENSURE ADEQUACY AND PROPER FUNCTION THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT.

COMPLIANCE TO THE WATER QUALITY STANDARDS AND ANY EROSION AND SEDIMENT CONTROL PLAN ASSOCIATED WITH THIS PROJECT INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING REQUIREMENTS:

- AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROL MEASURES (BMPs) SHALL BE IMPLEMENTED TO PROTECT THE EXPOSED PORTIONS OF THE SITE FROM EROSION AND TO PREVENT SEDIMENT DISCHARGES
- SEDIMENTS AND OTHER POLLUTANTS SHALL BE RETAINED ON SITE UNTIL PROPERLY DISPOSED OF, AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION-RELATED MATERIALS SHALL BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND AND WATER FLOW.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS SHALL BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM. NOR BE ALLOWED TO SETTLE OR INFILTRATE INTO SOIL.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTES.
- TRASH AND CONSTRUCTION SOLID WASTES SHALL BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICULAR TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITS SHALL BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- STORMWATER POLLUTION PREVENTION DEVICES AND/OR PRACTICES SHALL BE MODIFIED AS NEEDED AS THE PROJECT PROGRESSES TO ENSURE EFFECTIVENESS. RECYCLING

AT LEAST 50% OF CONSTRUCTION WASTE MATERIALS ARE TO BE RECYCLED.

	SHEET INDEX
T1	LOCATION MAP, SHEET INDEX, PROJECT INFORMATION, & GENEI
T1.1	CITY STANDARD NOTES
A1	SITE PLAN
A2	DEMOLITION PLAN, RENOVATION PLAN, SECTION





CITY OF IRVINE STANDARD NON-RESIDENTIAL SECURITY CODE PROVISIONS [Version 2.0 applies to applications made on or after 1/1/11]

This document shall be completed by the design professional of record. The completed document shall be incorporated, in its entirety, along with the City of Irvine Standard Security Code Plan Requirements and Definitions into the plans submitted for approval prior to permit issuance. This document is in 12 point font and may not be reduced in size

<u>prior to incorporation.</u>

INSTRUCTION: (1) Those provisions preceded by an asterisk (*) shall be completed if applicable and an "A" shall be inserted in the space preceding the provision; if not applicable, an "N/A" shall be inserted. (2) Those provisions preceded by a [P] shall be depicted in the plans via notes, details, plan and/or elevation views in a manner that <u>clearly demonstrates compliance to the requirement</u>. Such depictions shall be crossed referenced within the brackets { } provided or note shall be completed as otherwise instructed.

KEYING REQUIREMENTS [Ref. IMC Sec. 5-9-511] Upon occupancy by the owner or proprietor, each single unit shall have locks using combinations which are interchange free from locks used in all other proprietorships or similar distinct occupancies.

(*) N/A || STANDARDS FOR LOUVERED WINDOWS [Ref. IMC Sec. 5-9-514] [P] Louvered windows shall not be utilized if any portion of it is within eight feet vertically or six feet horizontally from any exterior accessible surface or any adjoining roof, balcony, landing, stair tread, platform or similar structure. {Ref. elevation views, window schedule- }

(*) N/A || STANDARDS FOR GARAGE DOORS: ROLLING OVERHEAD, SOLID OVERHEAD [Ref. IMC Sec. 5-9-515] A. **[P]** Wood doors shall have panels a minimum of 5/16 inch in thickness with the locking hardware being attached to the support framing. {ref. plans

and/or door schedules or note: Not Applicable-B. **[P]** Aluminum doors shall be a minimum thickness of 0.0215 inches and iveted together a minimum of 18 inches on center along the outside seams. There shall be a full width horizontal beam attached to the main door

Revised10/3/12

font which is clearly legible, and illuminated during the hours of darkness using a light source provided with an uninterruptible A.C. power source or controlled only by a photoelectric device, which may be the common area site lighting. {Ref. plans, elevations and applicable notes and/or details or note:

- This provision is not applicable-N/A} D. The rear doors of all buildings shall have address numbers not less than six inches in height, using a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible, and be of a color contrasting to the background to which they are affixed. Method of attachment shall not include the use of two-sided tape or any material not resistant to weather conditions {Ref. plans, elevations and applicable notes and/or details or note: This provision is not applicable-N/A}
- E. For sites having multiple buildings for which addressing mounted on building is not clearly visible from the street, or for which drive aisles diverge from a site entrance in a manner such that the direct route to each building is not obvious, vehicle directional signs shall be provided. Vehicle direction signage from the point of site entry to each building entrance shall display building addresses or unit number range, and be located at all turning points along the route to a building entrance. Signs shall be no less than two feet from ground level and not obstructed by landscaping at full maturity or parked cars. Numerals shall be at least 3 inches in height using a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible. {Ref. plans, elevations and applicable notes and/or details or note: This provision is not applicable-N/A}
- . Buildings, except parking strutures, with a total square footage of at least 10,000 square feet shall have rooftop numbers placed parallel to the addressed street, screened from public view and only visible from the air. The numerals are to be white, block lettered, constructed of weather resistant material, and placed against a black background. Address numbers are to be a minimum of four feet in height and 18 inches wide. When more than one street address is assigned to a building, the beginning and ending address numbers are to be placed on the rooftop, at opposite ends of the building, reflecting the approximate location of these addresses.
- Exceptions: 1) For buildings having white roofing, black lettering shall be used in lieu of white lettering. 2) Buildings providing addressing for a helipad as specified in the California Building Code.

{Ref. plans, elevations and applicable notes and/or details or note: This provision is not applicable-N/A}

(*) N/A || STANDARDS FOR ELEVATOR [Ref. IMC Sec. 5-9-517] Elevators shall be designed as follows:

A. Elevator cabs, the interiors of which are not completely visible when the door is open from a point centered on and 36 inches away from the door, shall have shatter resistant mirrors or other equally reflective material so placed as

CITY OF IRVINE STANDARD NOTES NON-RESIDENTIAL CONSTRUCTION 2013 CALIFORNIA GREEN BUILDING STANDARDS (1.0)

Applies to Newly Constructed Non-residential Buildings and associated site development, initial tenant improvements regardless of valuation, and any subsequent addition of 1,000 square feet or more, or tenant improvement having a valuation of \$200,000 and associated site development for which permit application is made on or after January 1, 2014. The following standard notes shall be completed and incorporated into the approved plans and all effected design features and specifications shall be made to conform.

(Instructions: Designer to place an **X** preceding each applicable section and complete the notes or indicate N/A if not applicable. Building plan check shall be responsible for verification except for those items preceded by a [P] which will be verified by Planning. All provisions generally apply to new construction and additions of 1,000 square feet or more or tenant improvements having a valuation of \$200,000. An [N], however, indicates a provision applies only to new construction, an [E] indicates additional qualifiers for the provision to apply to an addition or tenant improvement.)

PARKING AND CHANGING ROOMS (CGBSC 5.106.4) [E] Short term bicycle parking applies to existing facilities if the project is expected to generate visitor traffic and adds 10 or more vehicular parking spaces.

Check the appropriate box and provide complete input for each selection as applicable: <u>N/A</u> [P] Short-term bicycle parking (bicycle racks) are provided to accommodate anticipated visitor traffic. The total number provided is: _____. These racks are located within 200 feet of the visitor's entrance as depicted on plan sheet: _____. [E] Long term bicycle parking applies to existing facilities if the project adds 10 or more

- vehicular parking spaces. N/A This project will accommodate over 10 tenant-occupants, therefore long term bicycle parking is provided. The total number (minimum 1) provided equal to 5% of the required parking is: _____. The method(s) selected to satisfy this requirement is (are):
 - Covered, lockable enclosures with permanently anchored racks for bicycles, the total number provided is: _____, see plan sheet: _____.
 - Lockable bicycle rooms with permanently anchored racks, the total number provided is: _____, see plan sheet: _____.

_____ Lockable, permanently anchored bicycle lockers, the total number provided is: _____, see plan sheet: ______

1 of 6

structure which shall meet the pilot, or pedestrian access, door framing within three inches of the strike area of the pilot or pedestrian access door. {ref. plans and/or door schedules or note: Not Applicable-[P] Fiberglass doors shall have panels a minimum density of six ounces per

- square foot from the bottom of the door to a height of seven feet. Panels above seven feet shall have a density not less than five ounces per square foot. {ref. plans and/or door schedules or note: Not Applicable-Doors utilizing a cylinder lock shall have a minimum five-pin tumbler
- operation with the locking bar or bolt extending into the receiving guide a minimum of one inch. E. Doors that exceed 16 feet in width shall have two lock receiving points; or, if the door does not exceed 19 feet, a single bolt may be used if placed in the
- center of the door with the locking point located either at the floor or door frame header; or, torsion spring counterbalance-type hardware may be [P] Doors secured by electrical operation shall have a keyed-switch to open
- the door when in a closed position, or by a signal locking device. {ref. plans and applicable notes and/or details <u>or</u> note: Not Applicable-G. Doors with slide bolt assemblies shall have frames a minimum of 0.120
- inches in thickness, with a minimum bolt diameter of 1/2 inch and protrude at least one and one-half inches into the receiving guide. A bolt diameter of 3/8 inch may be used in a residential building. The slide bolt shall be attached to the door with non-removable bolts from the outside. Rivets shall not be used to attach slide bolt assemblies.

STANDARDS FOR EXTERIOR DOORS & OPENININGS [Ref. IMC Sec. 5-9-

- A. Exterior glass doors, wood or metal doors with glass panels, solid wood or metal doors and all entrance doors to individual office suites shall be constructed or protected as follows:
- 1. [P] Wood doors shall be of solid core construction with a minimum thickness of 1-3/4 inches. Wood panel doors with panels less than one inch thick shall be covered on the inside with a minimum 16 U.S. gauge sheet steel or its equivalent, which is to be attached with screws on minimum six-inch centers. Hollow steel doors shall be of a minimum 16 U.S. gauge and have sufficient reinforcement to maintain the designated thickness of the door when any locking device is installed; such reinforcement being able to restrict collapsing of the door around any locking device.
- {ref. plans and/or door and window schedules- See sheet A1} [P] Except when double cylinder deadbolts are utilized, any glazing utilized within 40 inches of any door locking mechanism shall be constructed or protected as follows: Fully tempered glass or rated burglary resistant glazing; or

to make visible the entire elevator cab from this point. The elevator cab shall be illuminated at all times with a minimum maintained two foot-candles of light at floor level. {Ref. plans, elevations and applicable notes and/or details or note: This provision is not applicable as interior is completely visible per specification above-B. Elevator emergency stop buttons shall be so installed and connected as to activate the elevator alarm when utilized.

(*) N/A || EMERGENCY ACCESS [Ref. IMC Sec. 5-9-519] Private roads and parking areas or structures controlled by unmanned mechanical parking type gates shall provide for police emergency access utilizing

- an approved key switch device and designed as follows: A. [P] A control pedestal consisting of a metal post/pipe shall be installed at a height of 42 inches and a minimum of 15 feet from the entry/exit gate. It shall be located on the driver's side of the road or driveway and accessible in such a manner as to not require a person to exit their vehicle to reach it; nor to require any back-up movements in order to enter/exit the gate. B. **[P]** A control housing consisting of a heavy gauge metal, vandal and weather
- resistant square or rectangular housing which shall be installed on the top of the control pedestal. Keyswitch is to be mounted on the side facing the roadway {Ref. plans, elevations and applicable notes and/or details-

DESIGNATED PARKING FOR "CLEAN AIR VEHICLES (CGBSC 5.106.5.2, 5.710.6.3) [E] Applicable for existing facilities if the project is expected to generate visitor traffic and adds 10 or more vehicular parking spaces. N/A Per Table 5.106.5.2, a total of _____ Clean Air Vehicle parking spaces are provided.

Spaces shall be permanently identified in 12 inch high lettering that says "CLEAN AIR/VAN POOL/EV". Such lettering shall align with the end of the stall striping so as to be visible when a vehicle is parked in the stall. See plan sheet _____ defining designated stalls and lettering details.

LIGHT POLLUTION REDUCTION (CGBSC 5.106.8) N/A [P] Outdoor lighting designed to comply with the City of Irvine Security 16-1 of the City of Irvine Zoning Code, which requires all direct rays to I the site and that adjacent properties are protected from glare, and allowable limitations of Table 5.106.8 of CGBSC are depicted on plan sheet _____ photometrics.

WATER EFFICIENCY AND CONSERVATION (CGBSC 5.303)

consume more than 100 gais/day

- Separate Submeters or metering devices Applicable to new buildings exceeding 50,000 square feet and [E] additions of 50,000 square feet or more made to existing buildings, and to any tenant of a new building or addition. regardless of size, which is projected to consume more than 1,000 gals/day sections 5.303.1.1
- and 5.303.1.2 CGBSC. N/A This project consists of a single tenant building with a dedicated meter. A separate meter or metering device is provided for the following spaces: _____. N/A
- See plan sheet _____ for details and specifications defining metering design. Separate meters or metering devices are not required as the new building or addition is N/A less than 50,000 square feet, and no tenant usage is projected to exceed 1,000 gals/day. N/A Separate meters or metering devices are not required as no tenant usage is projected to

Notes: (1) Tenants of new multi-tenant buildings or additions exceeding 50,000 square feet and that are not provided with a separate metering device must be shown to use less than 100 gals/day via worksheet WS-1 found in chapter 8 of the CGBSC and any necessary addendum worksheet to reflect process water or other uses not represented on the worksheet. (2) For new buildings or additions having a total floor area less than 50,000 square feet, all its spaces not having a separate metering device must be shown to have a projected consumption of less than 1,000 gals/day via worksheet WS-1 found in chapter 8 of the CGBSC and any necessary addendum worksheet to reflect process water or other uses not represented on the worksheet.

INDOOR WATER USE (CGBSC 5,303.2) [E] Applicable to any newly installed plumbing fixture within the area of remodel or addition. All new plumbing fixtures meet the requirements of Table 5.303.2.3 and section 5.303.3

X All new plumbing fixtures meet the requirements of Table 5.303.2.3 and section 5.303.3. see modified table below for flow rates.

N/A 20 percent reduction in baseline water use is demonstrated, see attached work sheets, WS-1, WS-2..., pursuant to the exception to CGBSC section 5.303.2. For alternate fixture table, see plan sheet: _____.

FORM 66-113 Revised 1/1/14

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Revised10/3/12

b. Iron or steel grills of at least 1/8-inch material with a minimum twoinch mesh secured on the inside of the glazing may be utilized; or c. The glazing shall be covered with iron bars of at least 1/2 inch round or one-inch by 1/4-inch flat steel material, spaced not more

- than five inches apart, secured on the inside of the glazing. Items b. and c., above, shall not interfere with the operation of opening windows if such windows are required to be openable by the California Building Code.
- {ref. plans and/or door and window schedules- N/A} B. All swinging exterior wood and steel doors shall be equipped as follows: 1. A single or double door shall be equipped with a double or single cylinder deadbolt. The bolt shall have a minimum projection of one inch and be constructed so as to repel a cutting tool attack. The deadbolt shall have an embedment of at least 3/4 inch into the strike receiving the projected bolt. The cylinder shall have a cylinder guard, a minimum of five-pin tumblers, and shall be connected to the inner portion of the lock by connecting screws of at least 1/4 inch in diameter. The provisions of the preceding paragraph do not apply where (1) panic hardware is required, or (2) an equivalent device is approved by the enforcing authority.
- Double doors shall be equipped as follows: a. The inactive leaf of double door(s) shall be equipped with metal flush bolts having a minimum embedment of 5/8 inch into the head and threshold of the doorframe.
- Double doors shall have an astragal constructed of steel a minimum of 0.125 inch thick, which will cover the opening between the doors. The astragal shall be a minimum of two inches wide, and extend a minimum of one inch beyond the edge of the door to which it is attached. The astragal shall be attached to the outside of the active door by means of welding or with non removable bolts spaced apart on not more than ten inches centers. (The door to which such an astragal is attached must be determined by the fire safety codes adopted by the enforcing authority.)
- C. Aluminum frame swinging doors shall be equipped as follows: The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand 1,600 pounds of pressure in both a vertical distance of three inches and a horizontal distance of one inch each side of the strike, so as to prevent violation of the strike. 2. A single or double door shall be equipped with a double cylinder
- deadbolt with a bolt projection exceeding one inch or a hook-shaped or expanding deadbolt that engages the strike sufficiently to prevent spreading. The deadbolt lock shall have a minimum of five-pin tumblers and a cylinder guard.
- D. Panic hardware, whenever required by the Building Code shall be installed as follows: 1. Panic hardware shall contain a minimum of two locking points on each
 - Revised10/3/12

CITY OF IRVINE STANDARD SECURITY CODE PLAN REQUIREMENTS AND DEFINITIONS The design professional of record shall complete, as applicable to the project, each of the

- following: Standard Residential Security Code Provisions
- Standard Recreational Spaces Security Code Provisions Standard Non-Residential Security Code Provisions
- Standard Parking Facility Security Code Provisions This document in its entirety, along with each applicable standard shall be incorporated
- into the plans submitted for approval prior to permit issuance. DEFINITIONS [Ref. IMC Sec. 5-9-503]

Alley is any roadway not exceeding 25 feet in width which is primarily used for access to the rear or side entrances of abutting property. Approved means certified as meeting the requirements of this code by the enforcing authority or its authorized agents, or by other officials designated by law to give approval on a particular matter dealt with by the provisions of this code with regard to a given material, mode of construction, piece of equipment or device.

Astragal is a device, either fixed or movable, which eliminates the vertical opening between a pair of doors when in the closed position. **Bolt** is a metal bar which, when actuated, is projected (or thrown) either horizontally or vertically into a retaining member, such as a strike plate, to prevent a door or window from moving or opening.

Bolt projection or bolt thrown is the distance from the edge of the door, at the bolt center line, to the farthest point on the bolt in the projected position. Burglary resistant glazing means those materials as defined in Underwriters' Laboratories Bulletin 972.

Common area is an area of space, a building or portion of a building, which is legally accessible to the owners or users of a multi-tenant property. Cylinder means the subassembly of a lock containing the cylinder core, tumbler mechanism and the keyway. A double cylinder lock is one, which has a key-actuated cylinder on both the exterior and interior of the door. Cylinder guard means a tapered or flush metal ring or plate surrounding the otherwise

exposed portion of a cylinder lock to resist cutting, drilling, prying, pulling or wrenching with common tools.

FORM 41-27 REV 12/08

Code, section	3-
be confined to	
ble BUG rating	8
along with	

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TABLE 5.303.2.3 (modified) FIXTURE FLOW RATES FIXTURE TYPE MAXIMUM FLOW RATE Showerheads 2 gpm @ 80 psi Lavatory faucets 0.5 gpm (*a*) 60 psi Kitchen faucets 1.8 gpm (a) 60 psi Wash fountain 1.8[rim space (in.)/20 gpm @60 psi] 2 gallons/cycle Metering faucet Metering faucet for wash fountains 0.2[rim space (in.)/20 gpm @60 psi] .28 gallons/flush* Water Closets .5 gallons/flush Includes single and dual flush water closets with an effective flush rate of 1.28 gallons or less. Dual flush toilets-The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush

volume is defined as the composite, average flush volume of two reduced flushes and one full flush. Note: The combined flow of multiple showerheads serving a single shower shall not exceed maximum allowable flow rate for a single fixture shower or the control valves shall be arranged to only allow one shower head to operate at a time.

OUTDOOR WATER USE (CGBSC 5.304) [E] Applicable to any new landscaping in conjunction to addition or remodel.

Landscape and irrigation design shall comply with the City of Irvine Municipal Code Chapter 7 of Title 5, Sustainability in Landscaping. WATER RESISTANCE AND MOISTURE MANAGEMENT (CGBSC 5.407)

[E] Applicable to any new entry or opening which is part of an addition of 1000 or more square feet or any tenant improvement having a valuation of \$200,000 or more. ENTRIES To prevent water intrusion into exterior entries and/or openings subject to foot traffic or wind-driven rain, the following features have been incorporated into the design for primary exterior entries:

N/A Door is protected by an awning or roof overhang four feet or more in depth, or is recessed four feet or more, see plan sheet: _____. N/A Flashings integrated with a drainage plane, see plan sheet: _____. N/A Nonabsorbent floor and wall finishes within at least two feet around and perpendicular to

such openings, see plan sheet: _____. MATERIAL CONSERVATION AND RESOURCE EFFICIENCY- CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING (CGBSC 5.408) Recycling of materials for new construction, additions and remodels shall conform to the

Construction and Demolition Materials Recycling Requirements of the City of Irvine Municipal Code, sections 6-7-901 through 6-7-912. BUILDING MAINTENANCE AND OPERATION (CGBSC 5.410)

RECYCLING BY OCCUPANTS [E] Applicable to an addition that adds 1,000 square feet or more or has a valuation of \$200,000, that also increases total floor area by at least 30% of existing floor area.

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2. On single doors, panic hardware may have one locking point, which is not to be located at either the top or bottom rails of the doorframe. The door shall have an astragal constructed of steel 0.125 inch thick, which shall be attached with nonremovable bolts to the outside of the door. The astragal shall extend a minimum of six inches vertically above and below the latch of the panic hardware. The astragal shall be a minimum of two inches wide and extend a minimum of one inch beyond the edge of the

- door to which it is attached. 3. Double doors containing panic hardware shall have an astragal attached to the doors at their meeting point, which will close the opening between
- them, but not interfere with the operation of either door. E. Horizontal sliding doors shall be equipped with a metal guide track at top and bottom, and a cylinder lock and/or padlock with a hardened steel shackle which locks at both heel and toe, and a minimum five-pin tumbler operation with nonremovable key when in an unlocked position. The bottom track shall be so designed that the door cannot be lifted from the track when the door is in a locked position.

(*) N/A || STANDARDS FOR ROOF OPENINGS [Ref. IMC Sec. 5-9-517] [P] Roof openings shall be protected as follows if the roof is accessible via an exterior ladder or the roof is less than 20 feet from ground level or if any portion of it is within 12 feet vertically or six feet horizontally from any exterior accessible surface or any adjoining roof, balcony, landing, stair tread or similar structure: A. All skylights on the roof of any building used for business purposes shall be provided with:

- 1. Rated burglary-resistant glazing; or
- 2. Iron bars of at least one-half inch round or one by 1/4 inch flat steel material under the skylight and securely fastened; or 3. A steel grill of at least 1/8 inch material with a maximum two-inch mesh under the skylight and securely fastened.
- B. All hatchway openings on the roof of any building or premises used for business purposes shall be secured as follows: 1. If the hatchway is of wooden material, it shall be covered on the inside with
- at least 16 U.S. gauge sheet metal, or its equivalent, attached with 2. The hatchway shall be secured from the inside with a slide bar or slide
- Outside hinges on all hatchway openings shall be provided with nonremovable pins when using pin-type hinges.
- {ref. plans and details- } (*) N/A || STANDARDS FOR EXTERIOR LADDERS [Ref. IMC Sec. 5-9-517] [P] Exterior mounted ladders are prohibited except: A. Ladders with a minimum 1/8 inch thick steel plate, securely attached to the

Deadbolt is a lock bolt which does not have a spring action. The bolt must be actuated by a key and a knob or thumb-turn, and when projected becomes locked against return by end pressure

Dead latch or deadlocking latch bolt means a spring-actuated latch bolt having a beveled end and incorporating a plunger which, when depressed, automatically locks the projected latch bolt against return by end pressure. Double cylinder dead bolt means a deadbolt lock which can be activated only by a key

on both the interior and exterior. **Dwelling** means a building or portion thereof designed exclusively for residential occupancy, including single-family and multiple-family dwelling **Enforcing authority** is the agency or person having the responsibility for enforcing the provisions of this code. Flushbolt is a manual, key or turn-operated metal bolt normally used on inactive door(s),

and is attached to the top and bottom of the door and engages in the head and threshold of the frame. Fully tempered glass means those materials meeting or exceeding UCB Standard 24-2

for Safety Glazing. Glazing is all glass, plastics, and fiberglass utilized as an exterior window, vision panel, light, or pane within any type of door. Hours of operation shall mean the time period when any activity requires the presence of employees or workers within or about the affected business.

Hours of darkness shall mean any time from one-half hour before sunset and one-half hour after sunrise and any other time when the illumination level is less than the required lighting for uses as designated in this chapter. Jamb means the vertical members of a door frame to which the door is secured.

Jamb/wall is that component of a door assembly to which a door is attached and secured the wall and jamb used together are considered a unit. Latch or latch bolt is a beveled, spring-actuated bolt, which may or may not have a deadlocking device.

Lock (or lockset) is a keyed device (complete with cylinder, latch or deadbolt mechanism, and trim such as knobs, levers, thumb turns, escutcheons, etc) for securing a door in a closed position against forced entry. For the purposes of this code, a lock does not include the strike plate

Locking device is a part of a window assembly, which is intended to prevent movement of the moveable sash, which may be the sash lock or sash operator. Luminaire is a complete lighting device consisting of a light source together with its direct appurtenances, such as globe, reflector refractor, housing and such support as is integral with the housing. The pole, post or bracket is not considered a part of the luminaire

Minimum maintained foot-candles of light is the amount of light falling on that point of a surface with the least illumination, calculated through application of a maintenance factor, which is a multiplier applied to account for aging of the lamp and for dirt build-up on the luminaire during the period for which a lamp is in place. Multiple-family dwelling means a building or portion thereof designed for occupancy by two or more families living independently of each other, including hotels, motels,

apartments, duplexes and townhouses.

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- [P] Designated recycling areas shall be provided as required by sections 3-23-1 through 3-23-4 of the City of Irvine Zoning Code. See plan sheet: _____.
- <u>N/A</u> COMMISSIONING Building Commissioning is only required for new buildings or initial tenant improvements greater than 10,000 square feet. (Exceptions: Dry Storage Warehouses and conditioned areas under 10,000 square feet, and accessory to dry storage warehouses.)
- Using the templates available through the California Building Commission available in "Part 4 Suggested Forms and Templates" of the Guide to the Nonresidential CalGreen
- Code at: http://www.bsc.ca.gov/Home/CALGreen.aspx, the following documents are complete and included in the plans as follows: Completed and signed Owner's Project Requirements (OPR), see sheet _____. Completed and signed Basis of Design (BOD), see sheet _____. Commissioning Plan, including a completed and signed "Commissioning Plan" form and complete coverage of each of the elements 1-9 as specified therein. Functional performance testing shall utilize templates available at the above referenced website,
- see sheet _____. Construction-Prior to Final Inspection Approval A completed Commissioning Report shall be provided to the City Inspector prior to final inspection approval. Contents, pursuant to section 5.410.2.6, shall include a description of the commissioning process activities undertaken through the design, construction and reporting recommendations for post construction phases. In addition all required functional performance testing reports shall be included.
- A completed Systems Manual shall be made available for review by the City Inspector prior to final inspection approval. Contents shall include a completed and signed "System Manual" form from the above referenced website and complete coverage of each of the elements 1-7 as specified therein.
- Note: Approved equals may be substituted for the forms specified herein which may include acceptance forms required under the California Building Energy Efficiency Standards.
- N/A TESTING AND ADJUSTING. For buildings not exceeding 10,000 square feet, [E] and any new system serving an addition of 1,000 or more square feet or a tenant improvement having a valuation of \$200,000, testing and adjusting are required.
- See sheet _____ for procedures for testing and adjusting systems, which includes: HVAC systems and controls.
- HVAC balancing per the Testing Adjusting and Balancing Bureau National Standards; the National Environmental Balancing Bureau Procedural Standards; or Associated Air Balance Council National Standards or approved equal. Indoor and outdoor lighting and controls.
- Water heating systems. Renewable energy systems.
- Landscape irrigation systems.

ladder edge on each side and extending to within two inches of the wall for a

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height of ten feet above ground level. A door or cover shall be securely attached to the front of the ladder and be constructed of a minimum 1/8-inch steel, extending from ground level to at least ten feet high. The ladder door shall have nonremovable hinge pins and be locked tight against the side wal by a locking mechanism with a minimum five pin tumbler operation, and attached with nonremovable bolts from the exterior; or B. Ladders beginning a height of ten feet above ground.

{Ref. plans, elevations and applicable notes and/or details-EXTERIOR PHONE PANELS ARE PROHIBITED [Ref. IMC Sec. 5-9-517]

STANDARDS FOR LIGHTING [Ref. IMC Sec. 5-9-517] Note: Performance standards are contained herein for reference. Compliance shall be demonstrated in photometric study preceding plan check approval.

Buildings, open parking lots, walkways, and accesses thereto shall conform to the following light standards and be arranged in such a way so as to conform to California Green Building Standards Code section 5.106.5.2 and Zoning Code Section 3-16-1 which require that direct rays be confined to the site and that adjoining properties are protected from glare such that at 15 feet beyond site boundaries illumination is less than 0.01 horizontal footcandles.

- A. [P] All types of exterior doors shall be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light, measured within a five-foot radius on each side of the door at ground level. The light source shall be controlled by a photocell device or a timeclock with an astronomic clock feature and capable of operating during a power outage.
- {Ref. plans, elevations and applicable notes and/or details- N/A} B. Recessed areas of buildings or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, shall be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This requirement applies to defined recessed areas which are within six feet of the edge of a designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping
- minimum of two feet in height. C. Stairways shall be illuminated with a minimum maintained one foot-candle of light on all landings and stair treads, during the hours of operation, including one hour thereafter.
- D. All interior or exterior corridors, passageways and walkways in any hotel, motel or inn shall be illuminated at all times with a minimum maintained one foot-candle of light on the walking surface.
- E. All exterior pedestrian walkways, interior common corridors, and open parkir lots shall be illuminated with a minimum maintained one foot-candle of light on the walking or driving surface during the hours of operation and one hour thereafter.

Nonresidential means any building, parking lot and associated areas used for any

Panic hardware means a latching device on a door assembly for use when emergency

egress is required due to fire or other threat to life safety. Devices designed so that they

will facilitate the safe egress of people in case of an emergency when a pressure not to

exceed 15 pounds is applied to the releasing device in the direction of exit travel. Such

releasing devices are bars or panels extending not less than one-half of the width of the

Primary locking device means the single locking system on a door or window unit

Rail means the horizontal member of a window or door. A meeting rail is one which

whose primary function is to prevent unauthorized intrusion.

be opened. A moveable sash is intended to be opened.

wood equal in strength to solid wood construction.

Sill is the lowest horizontal member of a window frame.

Stile is a vertical framing member of a window or door.

door and placed at heights suitable for the service require, not less than 30 nor more than

Private or single-family dwelling means a building designed exclusively for occupancy

mates with a rail of another sash or a framing member of the door or window frame when

Recreational space means any public or private park, community common open space or

paseo, bike trail, community swimming pools and associated sidewalks and parking lots.

Sash is an assembly of stiles, rails, and sometimes, mullions assembled into a single

Solid core door means a door composed of solid wood or composed of compressed

Strike is a metal plate attached to or mortised into a door or door jamb to receive and to

Underwriters' Laboratories listed means tested and listed by Underwriters' Laboratory,

Vandal resistant light fixture has a lens constructed of materials meeting or exceeding

Window assembly is a unit, which includes a window and the anchorage between the

Window frame is the part of a window, which surrounds and supports the sashes and is

attached to the surrounding wall. The members include side jambs (vertical), head jamb

U.L. Bulletin 972 (Burglary Resistant Glazing) and a housing meeting or exceeding U.L.

key and from the inside by a knob, thumb-turn, lever, or similar mechanism.

hold a projected latch bolt and deadbolt in order to secure the door to the jamb.

Swinging door means a door hinged at the stile or at the head and threshold.

frame, which supports the glazing material. A fixed sash is one which is not intended to

Single cylinder dead bolt means a deadbolt lock, which is activated from the outside by a

purpose other than a dwelling.

44 inches above the floor.

the sash is in the closed position.

Bulletin 1572 (Wet Locations.)

(upper, horizontal), sill and mullions.

Water reuse systems.

window and the wall.

by one family

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- F. [P] For buildings required to have two or more exits, lighting for landings be on an emergency power system consisting of storage batteries or an onsite generator capable of providing power for 90 minutes, installed as required by California Building Code Section 1006.3. {Ref. plans, elevati and applicable notes and/or details or note: This provision is not applica
- G. The light source utilized to comply with this section to meet parking and surface lighting shall have a rated average bulb life of not less than 10,0
- H. [P] Accessible luminaires utilized to meet the requirements of this section have vandal resistant light fixtures and be not less than three feet in height from ground level when used to illuminate walkways and a minimum of e feet in height from ground level when illuminating surfaces associated w vehicles. Light fixtures shall be deemed accessible if mounted within fifte feet vertically or six feet horizontally from any accessible surface or any adjoining roof, balcony, landing, stair tread, platform or similar structure. plans, elevations and applicable notes and/or details or note: This provis not applicable-N/A}
- I. [P] See plan sheet {Ref. plans or note: This provision is not applicable-N showing buildings, parking area, walkways, detailed landscaping and a by-point photometric calculation of the required light levels. Note: Footcandles are measured on a horizontal plane and conform to a uniformity of 4:1 average/minimum. Landscaping shall be planted and maintained i manner so as not to obscure required light levels.

STANDARDS FOR ADDRESSING [Ref. IMC Sec. 5-9-517] [P] Buildings shall display a street address number conforming to the follow

- specifications: A. Numerals shall be mounted on the wall, no higher than 30 feet, and face street on which the building is addressed. Numerals are to be clearly vis from this same street and not obscured by building landscaping at full maturity. Addressing shall be of a color contrasting to the background to which they are affixed. Method of attachment shall not include the use o sided tape or any material not resistant to weather conditions. {Ref. plan elevations and applicable notes and/or details-N/A}
- B. Where distance or intervening obstructions impair visibility from the stre addressing shall be mounted on all buildings so as to be visible from driv aisles and walkways internal to the site, and each such address, or an encompassing range of addresses, shall be displayed on monument sig visible from each site entrance from all approaching directions. In such cases, directional wayfinding signs shall be provided per item E. below. plans, elevations and applicable notes and/or details or note: This provis not applicable-N/A}
- C. Numerals shall be no less than 12 inches in height and shall be in a Sans Serif font with a stroke weight of medium to bold, or an approved equiva

Revised

FORM 66-113 Revised 1/1/14 to Nonresidential Commissioning Guide to Nonresidential Commissioning at http://www.bsc.ca.gov/Home/CALGreen.aspx, or approved equals and may incorporate acceptance forms required under the California Building Energy Efficiency Standards. For itemized list of functional tests required see sheet _____. Construction-Prior to Final Inspection Approval

Completed testing, adjusting, and balancing reports shall be provided to the City Inspector prior to final inspection approval. Contents shall match those specified in the procedures section above and be signed by the responsible parties. ENVIRONMENTAL QUALITY

Functional performance testing report scope and content shall be consistent with

CALGreen Compliance Form "Functional Performance Testing" available in the Guide

FIREPLACES Wood burning devices including fireplaces are not permitted under SQAQMD Rule 445. Any installed gas fireplace shall be a direct-vent sealed-combustion type. (CGBSC 5.503)

MECHANICAL EQUIPMENT AND DUCT PROTECTION To reduce the amount of dust, water, and debris collected in mechanical equipment and ducts, all duct openings and other related air distribution equipment component openings shall be covered from the time of delivery at the jobsite through the construction until final start up. (CGBSC 5.504.3)

FINISH MATERIAL POLLUTANT CONTROL • Adhesives, sealants and caulks shall meet the applicable standards of CGBSC 5.504.4.1 and tables 5.504.4.1 and 5.504.4.2 for VOC limits and content prohibitions. • Paints and coatings shall meet the applicable standards of CGBSC 504.4.3 and table 5.504.4.3 for VOC limits.

 Aerosol paints and coatings shall meet the applicable standards of CGBSC 5.504.4.3.1. Carpet systems shall meet the applicable standards of CGBSC 5.504.4.4 including CGBSC 5.504.4.4.1 for carpet cushions and CGBSC 5.504.4.4.2 for carpet adhesives.

Resilient flooring shall meet the applicable standards of CGBSC 5.504.4.6. Composite wood products shall meet the applicable standards of CGBSC 5.504.4.5 and table 5 504 4 5

Environmental Tobacco Smoke Control (5.504.7) <u>N/A</u> See plan sheet _____ for designated outdoor smoking area which shows a minimum of 25 feet from building entries, outdoor ventilation intakes and operable windows.

<u>N/A</u> Ventilation filtration- CGBSC 5.504.5.3) - For new HVAC systems outside and return air shall pass through filtration media having a rating of:

<u>N/A</u> <u>MERV 8</u> or better, see plan sheet _____ for specifications.

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FORM 66-113 Revised 1/1/14 An ASHRAE 10 to 15 percent efficiency filter (only allowed for an the 2013 California Energy Code of 60,000 btu/h or less and an ener W/cfm or less at design air flow), see plan sheet _____ for specifica ENVIRONMENTAL COMFORT (CGBSC 5.507)

Exterior Noise Wall and roof assemblies making up the building envelope noise source as follows shall meet a composite STC rating of 50 or a compo 40, and exterior windows within said walls shall meet an STC of 40 or an C

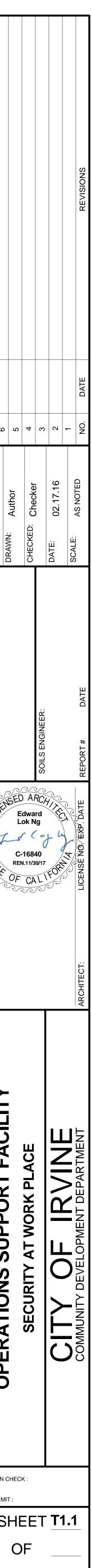
Prescriptive Method (Using Sound Transmission Class (STC) Map - 2012 www.cityofirvine.org in the form catalog)

- N/A 1. A portion or the entire building is within the 65 CNEL contour fo expressway therefore exterior wall assemblies and roof or roof-ceilin meet the specified exterior wall assemblies and roof or roof-ceiling a requirements stated above. For details and specifications see plan sh N/A 2. A portion or the entire building is within the 65 CNEL contour fo therefore exterior wall assemblies and roof or roof-ceiling assemblie
- specified exterior wall assemblies and roof or roof-ceiling assemblie above. For details and specifications see plan sheets _____. N/A 3. The project site fronts a street identified as producing 65 CNEL c beyond the right of way therefore that portion of the building that is
- meet the specified exterior wall assemblies and roof or roof-ceiling a equirements stated above. For details and specifications see plan sh <u>N/A</u> This building is a factory, storage facility, utility building, enclosed stadium therefore no STC assemblies are required.

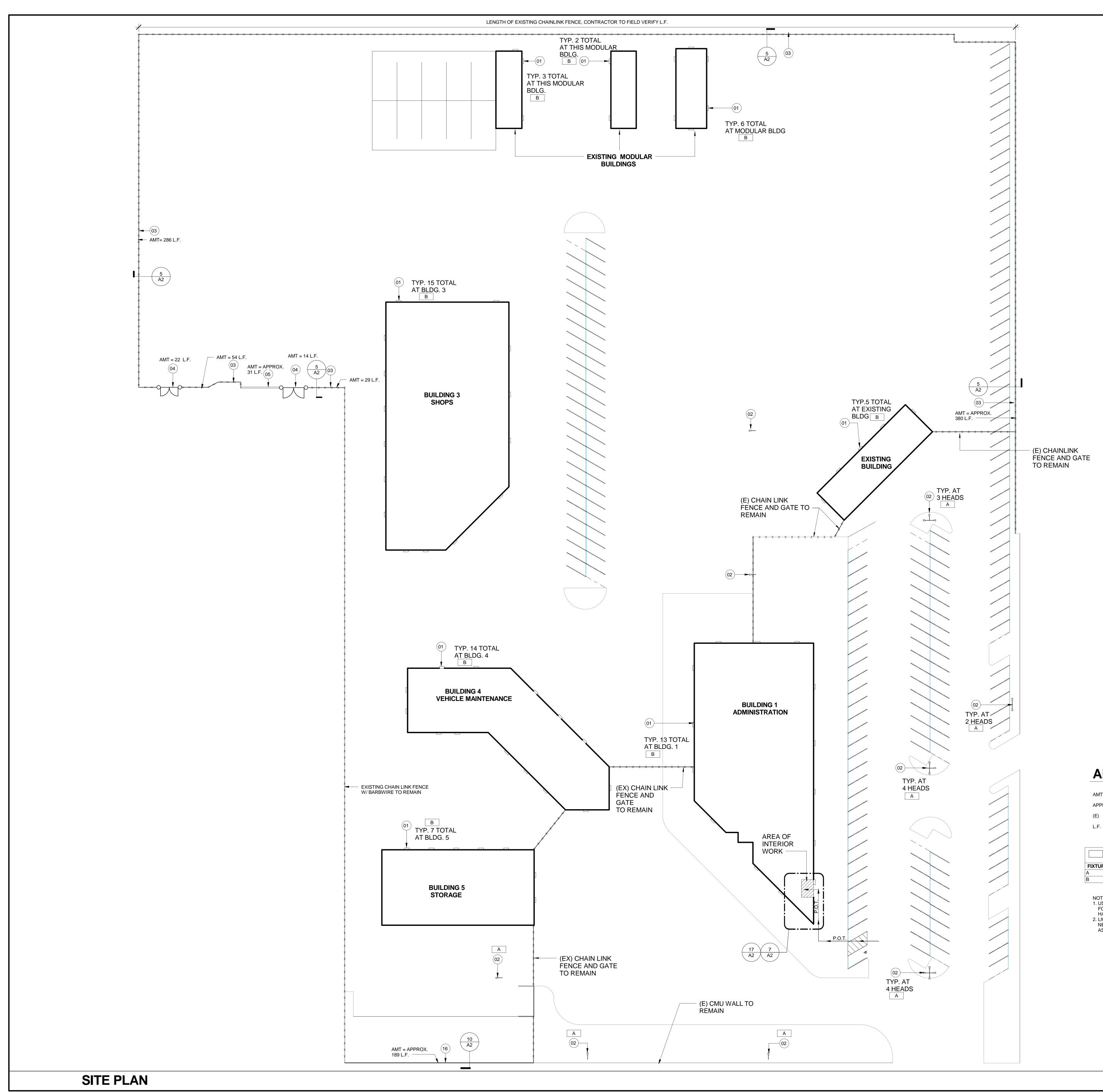
Performance Method

- N/A Pursuant to Section 5.507.4.2, site and building mitigations have be noise study prepared by an acoustical engineer. For a summary of fe _____. For construction details see sheets _____ ____ Prior to final inspection an acoustical report shall be provided to the demonstrates complying interior noise sound levels. Said report shall
- stamped by an acoustical engineer. Interior Sound
- N/A Wall and floor-ceiling assemblies separating tenant spaces and tenan places shall have an STC of at least 40. Note: Examples of assemblie STC ratings may be found at the California Office of Noise Control http://www.toolbase.org/PDF/Case Studies/stc icc ratings.pdf. For c pecifications see plan sheets _____ <u>N/A</u> No interior walls separate tenant spaces or occupant spaces and public public spaces and public spaces.

s shall s tions able- d drive 000 on ight eight with teen f {Ref. ision is N/A} point- y ratio in a wing e the isible to of two- ns, eet, ive gns {Ref. ision is N/A} point- to of two- ns, eet, ive alent d10/3/12	gner 7 6 6 0r 5 4	
	DESIGNED: Designer DRAWN: Author CHECKED: Chocker	5010
	PLANS PREPARED BY: DEVELOPER: DEVELOPER: DRAWN: DRAWN: DRAWN: DRAWN: DRAWN: CHECKEI	
a HVAC unit meeting ergy usage of 0.4 eations. and exposed to the cosite OITC rating of OITC of 30. at or a freeway or ing assemblies shall assemblies heets or John Wayne Airport tes shall meet the tes requirements stated contours extending sthe contour shall assemblies heets I parking structure or een defined based on a catures see plan sheets e City Inspector which all be signed and mt spaces and public ies and their various 1 @ r details and blic areas.	OPERATIONS SUPPORT FACILITY SECURITY AT WORK PLACE	
	PLAN CHECK : PERMIT :	
FORM 66-113 Revised 1/1/14	SHEE	=



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KEYNOTES

- 01 REPLACE EXISTING WALL MOUNTED LIGHT FIXTURE WITH NEW L.E.D. TYPE FIXTURE. NEW FIXTURE WATTAGE AS CLOSE AS POSSIBLE TO EXISTING BUT NOT OVER. 02 REPLACE EXISTING FIXTURE HEAD AND LAMP WITH NEW L.E.D. TYPE FIXTURE. EXISTING POLE TO REMAIN PROTECT IN PLACE.
- 03 NEW 18" HIGH BARB WIRE ON TOP OF EXISTING CHAINLINK FENCE. 04 NEW 18" HIGH BARB WIRE ON TOP OF EXISTING CHAINLINK GATE.
- 05 NEW 18" HIGH BARB WIRE ON TOP OF EXISTING C.M.U. WALL. 16 NEW WROUGHT IRON FENCE ON TOP OF EXISTING CMU WALL.

ABBREVIATIONS

AMT AMOUNT APPROXIMATE APPROX EXISTING (E) LINEAR FEET

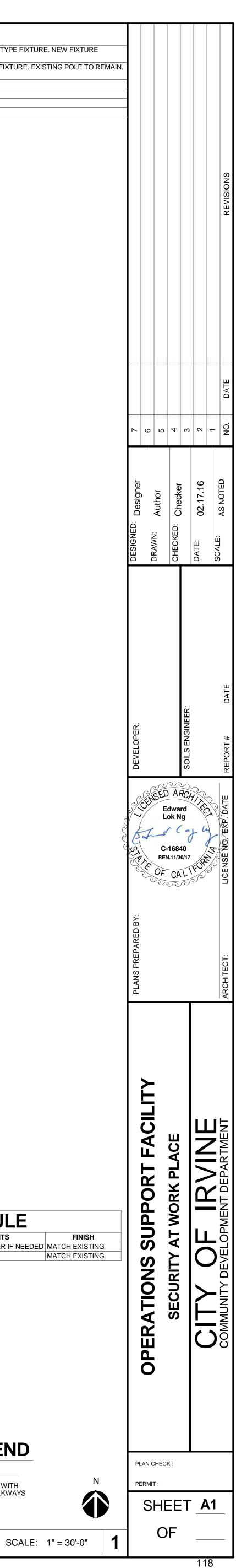
LIGHTING FIXTURE SCHEDULE TYPEMODELLAMPCOMMENTSFINISHPOLE MOUNTEDGARDCO GULWING G13LEDULTILIZE SLIP FITTER IF NEEDEDMATCH EXISTINGWALL MOUNTEDGARDCO - LED WALL SCONCE 121LEDMATCH EXISTING FIXTURE COUNT

NOTE: 1. USE EXISTING LIGHT POLE, CONTRACTOR SHALL EXAMINE POLES FOR FRACTURES AND NOTIFY CITY ENGINEER IF ANY PROBLEMS HAVE BEEN DISCOVERED. 2. LIGHT FIXTURES WATTAGE NOT EXCEED EXISTING AND SHALL MATCH

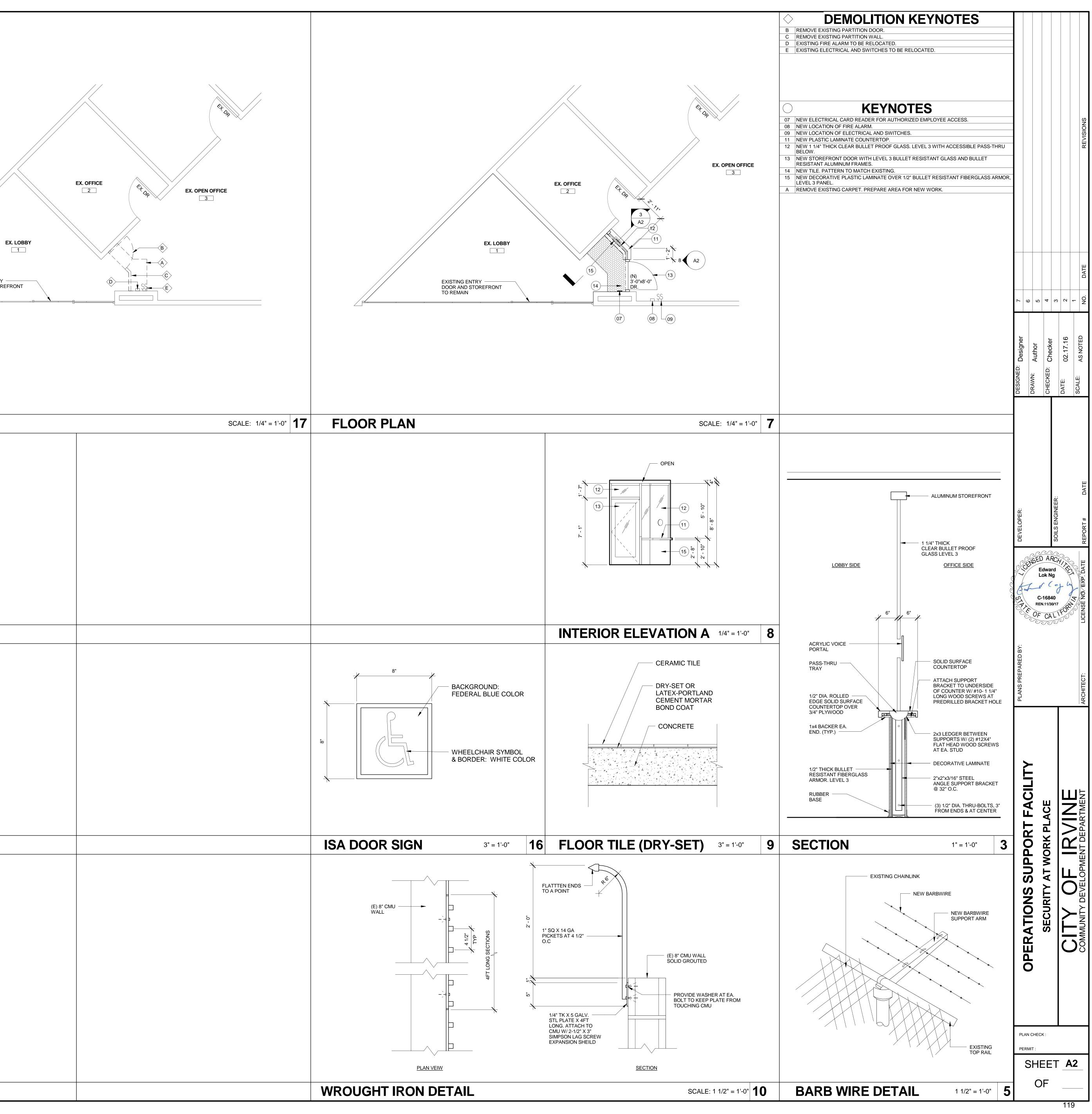
NEW WATTAGE SHALL NOT EXCEED EXISTING AND SHALL MATCH AS CLOSELY AS POSSIBLE

PATH OF TRAVEL LEGEND

P.O.T. P.O.T. P.O.T. THIS SYMBOL INDICATES A DISABLE ACCESS "PATH OF TRAVEL" WITH 2% MAX. SLOPE AT PARKING STALL AND 5% MAX. SLOPE AT WALKWAYS WITH 2% MAX. CROSS SLOPE



EXISTING ENTRY DOOR AND STOP TO REMAIN
TO REMAIN
DEMOLITION PLAN



3.5



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 4, 2017

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 17-04 AMENDING TITLE 1, DIVISION 3, CHAPTER 2, SECTION 1-3-212 OF THE IRVINE MUNICIPAL CODE RELATING TO THE AUTHORIZED USE OF ELECTRONIC AND DIGITAL SIGNATURES

City Manager

RECOMMENDED ACTION

Read by title only, second reading and adoption of ORDINANCE NO. 17-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AMENDING TITLE 1, DIVISION 3, CHAPTER 2, SECTION 1-3-212 OF THE IRVINE MUNICIPAL CODE RELATING TO THE AUTHORIZED USE OF ELECTRONIC AND DIGITAL SIGNATURES

EXECUTIVE SUMMARY

On March 28, 2017, the City Council introduced for first reading an ordinance to amend Title 1, Division 3, Chapter 2, Section 1-3-212 of the Municipal Code relating the authorized use of electronic and digital signatures. The motion to introduce Ordinance No. 17-04 for first reading carried by the following vote:

AYES: 5 COUNCILMEMBERS: Fox, Lalloway, Schott, Shea and Wagner

NOES: 0 COUNCILMEMBERS: None

ABSENT: 0 COUNCILMEMBERS: None

ABSTAIN: 0 COUNCILMEMBERS: None

Unless otherwise directed by a Member of the City Council, the vote at second reading will reflect the same vote as at the first reading. However, if a Councilmember was absent at first reading, his or her vote cast at second reading will be reflected. If a Councilmember is not present at the second reading/adoption, the vote will be reflected as absent.

ATTACHMENT

City Council Ordinance No. 17-04

ORDINANCE NO. 17-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AMENDING TITLE 1, DIVISION 3, CHAPTER 2, SECTION 1-3-212 OF THE IRVINE MUNICIPAL CODE RELATING TO THE AUTHORIZED USE OF ELECTRONIC AND DIGITAL SIGNATURES

The City Council of Irvine DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, the use of electronic and digital signatures, in lieu of manual signatures, has increased efficiencies and overall customer service in the private sector; and

WHEREAS, current law clarifies that government agencies may use all types of electronic signatures, which includes digital signatures, in accordance with the Uniform Electronic Transactions Act, California Civil Code section 1633.1 *et seq.*; and

WHEREAS, the City of Irvine (the "City") wishes to authorize the use of digital and electronic signatures for certain situations in order to increase customer service and efficiencies within the City's contracting practices; and

WHEREAS, the City intends to authorize the use digital and electronic signatures to the fullest extent allowed by law.

SECTION 1. Title 1, Division 3, Chapter 2, Section 1-3-212 of the Irvine Municipal Code is hereby amended to read as follows:

Sec. 1-3-212. Electronic and Digital Signatures.

- (a) Whenever a signature is required, the City may agree that an electronic signature, which includes, but is not limited to, a digital signature, satisfies that requirement, provided it is in accordance with the Uniform Electronic Transactions Act.
- (b) The City Manager shall determine the documents for which the City will accept electronic signatures, as well as the type(s) of acceptable electronic signatures the City will accept.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsection, subdivision, sentence, clause, phrase or portion sentence, clause, phrase or portions thereof be declared invalid or unconstitutional.

ATTACHMENT

PASSED AND ADOPTED by the City Council of the City of Irvine at an adjourned regular meeting held on the 4th day of April 2017.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA) COUNTY OF ORANGE) ss CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Ordinance was introduced for first reading on the 28th day of March, 2017 and duly adopted at an adjourned regular meeting of the City Council of the City of Irvine held on the 4th day of April 2017, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

3.6

RECEIVED CITY OF IRVINE CITY CLERK'S OFFICE

Memo

2017 MAR 28 PM 4: 03

RECEIVED

MAR 28 2017

CITY OF IRVINE

CITY MANAGER'S OFFICE

То:	Sean Joyce, City Manager
From	Christing Shop, Councilworph

From: Christina Shea, Councilworhan

Date: March 28, 2017

Re: Community Partnership Fund Grant Nomination

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve a \$600 community partnership grant award to the Irvine Chamber Education Foundation in support of the 2017 Orange County World Trade Week Breakfast & Forum event.

The 2017 Orange County World Trade Week Breakfast & Forum focuses on the value of trade and the benefits of exporting. This event encourages businesses of all sizes to explore trade as a means to grow, increasing the volume of trade in Irvine, Orange County and the region benefits our economy and the region's trade infrastructure.

Should the City Council approve this request, the Irvine Chamber Education Foundation will enter into a Funding Agreement with the City that specifies the use of grant funds, reporting requirements and regulatory compliance.

I would like to place this item on the April 4 City Council agenda to approve this community partnership grant award and authorize the City Manager to prepare and execute a Funding Agreement.

cc: Irvine City Council Molly McLaughlin, City Clerk

4.1



MEETING DATE:	APRIL 4, 2017
TITLE: Man	CONSIDERATION OF A DEPARTMENT OF PUBLIC SAFETY HORSE MOUNTED UNIT
Director of Public S	afety City Manager

RECOMMENDED ACTION

Approve the establishment of a Department of Public Safety Horse Mounted Unit.

EXECUTIVE SUMMARY

The Department of Public Safety is seeking City Council approval to establish a Horse Mounted Unit (Mounted Unit) to augment and support field deployments to enhance public safety and promote positive relationships with the community. The Mounted Unit will be staffed with trained mounted police officers serving on the team as a collateral assignment. If the City Council decides to support the establishment of a Mounted Unit, the initial start-up cost would be approximately \$25,143, based on a four-member team. After the first year, Public Safety would evaluate the benefits of the Mounted Unit to determine if the program will be continued. Based on future needs and measured success of the Mounted Unit, the program could be expanded from four to ten police officers.

ANALYSIS

The City of Irvine is comprised of 66 square miles of diverse geography making it the largest city in Orange County. Within the City's boundaries there are two significant opportunities for a Mounted Unit to enhance safety and bolster police services.

The first is the City's Open Space Preserve that spans approximately 12,000 acres, of which 6,638 acres are actively managed and patrolled by Open Space Public Safety Assistants who use bicycles and four-wheel drive vehicles. In the event of a medical emergency, the Open Space Preserve has some areas accessible only by foot or bicycles. A Mounted Unit has an advantage over these forms of travel since officers could respond more quickly and can carry water, first aid supplies and lifesaving equipment such as an Automated External Defibrillator (AED) and Ambu-bag, used to provide artificial respiration. Supplied with these important lifesaving items, Mounted Units could be well positioned to render assistance to residents and visitors who become injured or ill while accessing the City's open space. Mounted Units could also hold an advantage in routine patrols of the Open Space Preserve and during search and rescue operations because of the amount of area officers can traverse and the line-of-sight afforded to

City Council Meeting April 4, 2017 Page 2 of 4

officers while on their horse. In calendar years 2014 through 2016, there were 46 medical, injury or rescue related calls for service in the Open Space, according to the Orange County Fire Authority.

The second area of operation planned for the Mounted Unit would be at the Orange County Great Park. When complete, the Orange County Great Park will consist of 1,300 acres with 688 acres of parkland with an active 194-acre Sports Park, Community Ice Facility, Cultural Terrace and 170-acre golf course. The establishment of a Mounted Unit would provide the Department of Public Safety an ability to enhance police services at the Orange County Great Park. The height of a horse affords officers a better vantage point to view crowds and provide for safety at large events held at the Orange County Great Park. Mounted Units can also respond to calls for service faster than bicycle or foot patrols, and can carry emergency medical supplies and devices. Mounted Units have been successfully deployed in many of the nation's most prominent and visited parks from Central Park in New York City to Golden Gate Park in San Francisco.

The Mounted Unit can also be deployed during City sponsored events such as National Night Out, Department of Public Safety Open House and other community and special events throughout the year. The formation of a Mounted Unit will also serve to create positive interaction between police officers and the City's residents and many visitors.

In 2014, researchers from the University of Oxford in England and RAND Europe studied the impact of mounted units used in different roles such as neighborhood patrols and during music festivals and football games. The study found mounted units build positive relationships with the public by providing an opportunity for greater interaction between police officers and the community. Researchers also determined that the use of mounted patrols bolster trust and confidence as compared to similar study locations without mounted patrols.

<u>Safety</u>: The operation of a Mounted Unit will adhere to a number of operating measures to ensure the safety of the public, police officers and their horses. Officers will not run a horse at a full gallop unless there is an emergency, and only after consideration is given for the safety of the public. Officers shall also maintain a clear line-of-sight with the public and will avoid positioning their horses in close proximity to a person who is sitting or lying on the ground. It should be noted that the City's General Liability policy covers third-party liability resulting from the use of horses by on-duty personnel.

<u>Training</u>: Prior to deploying a Mounted Unit in the community, officers assigned to the unit will undergo extensive training with their respective horses. This training includes attending a mandated course taught by the California Peace Officer Standards and Training, also known as POST. The POST Equine course provides officers with the skills necessary to become fully functioning Mounted Unit Officers. The POST course focuses on patrol functions and techniques to control mounted patrol horses in various situations, including crowded or noisy environments. The training also provides instruction on the

City Council Meeting April 4, 2017 Page 3 of 4

care of mounted patrol horses, public relations and general applications of mounted patrol deployment. Once the officers complete the POST training, they will train two days per month on an ongoing basis in collaboration with other Mounted Units in Orange County, the region, or during Department training. The initial and ongoing training is intended to ensure the safety of the officers and their horses and ultimately the public.

In Orange County, several law enforcement agencies have Mounted Units including Anaheim, Buena Park, Huntington Beach, Newport Beach, Orange, Santa Ana and the Orange County Sheriff's Department. Police officers from these Mounted Units frequently train and work together as part of the Orange County Regional Mounted Enforcement Unit (OCRMEU). Together, the regional mounted unit has the ability to deploy over 60 mounted officers when needed during high profile events throughout Orange County. If an Irvine Mounted Unit is established, the Director of Public Safety will evaluate the merits of joining the OCRMEU. If the Irvine Police Department joins the OCRMEU, the Director of Public Safety will retain full authority in determining if mounted officers from other cities would deploy in Irvine, and if Irvine mounted officers would deploy in other cities, on a case by case basis. A jurisdiction must have a Mounted Unit in order to join the OCRMEU.

<u>Horse criteria</u>: Consistent with other mounted units in the County, the horses assigned to the Mounted Unit will be owned and maintained by individual officers assigned to the unit. Only the City of Huntington Beach owns and maintains their own horses; staff is not recommending this option because it is more costly, would require land to stable the horses, and would create a need for additional staff to care for the horses.

The horses selected for the Mounted Unit must be calm, free of habits or traits that might present a danger to the public, the rider, or other horses. The horses must also be comfortable when exposed to varied noises and objects. Whether or not a horse is suitable for mounted patrol is a determination made by certified instructors during the POST Equine course. The overall appearance of the horse selected will reflect the highest standard of professionalism associated with the Department of Public Safety, as determined by the Director of Public Safety. The cost of veterinarian health care, grooming, feed and boarding will be the responsibility of the officers assigned to the program. If the horse is injured as a result of an on-duty deployment, then the City will bear any costs associated with veterinarian care.

<u>Equipment</u>: The Department of Public Safety will issue equipment to officers assigned to the Mounted Unit, including specialized uniforms, helmets and footwear. Members of the Mounted Unit will use their personal horse trailers and tow-vehicles to transport their horses from their boarding location to the City of Irvine for deployment in the field.

City Council Meeting April 4, 2017 Page 4 of 4

ALTERNATIVES CONSIDERED

The City Council may wish to defer the establishment of a Mounted Unit and consider an equine program in the future, once the Orange County Great Park is fully developed and operational.

If a Mounted Unit is not approved, Public Safety staff will continue to provide a high level of service at the Orange County Great Park and at the Open Space Preserve through the deployment of foot patrols, bicycle patrols and other alternative modes of transportation.

Staff could also examine the possibility of contracting with another jurisdiction that has a Mounted Unit for planned events, such as the Orange County Sheriff's Department.

FINANCIAL IMPACT

<u>Start-up Costs:</u> The one-time start-up cost to establish a Mounted Unit based on a fourmember team is approximately \$25,143. This cost includes equipment and training. Onetime start-up costs for each additional officer would be \$6,285. If approved, the start-up costs will be absorbed in the Public Safety Fiscal Year 2016-17 operating budget. After some experience, veterinarian care costs may need to be budgeted in the future.

<u>Deployment Costs:</u> In some instances, members of the Mounted Unit would be deployed in lieu of their regular shifts, when doing so would not create a need to backfill their shifts. In other instances, annual recurring deployment costs would be funded by Supplemental Law Enforcement Services Fund grant funding, private event organizers, or General Fund overtime.

<u>Recurring Training Costs:</u> Mounted Unit officers would participate in bi-monthly, recurring training in lieu of their regular shifts, when doing so would not create a need to backfill their shifts. Otherwise, recurring training would be funded through General Fund overtime.

<u>Memorandum of Understanding (MOU) Implications:</u> If the City Council approves a Mounted Unit, staff will discuss the parameters with the Irvine Police Association. It is staff's intention that the establishment of a Mounted Unit will not require the City to provide any additional compensation to assigned officers beyond salary for hours worked, which is how the costs have been calculated. Staff will bring proposed MOU changes to the City Council for approval before establishing the Mounted Unit.

REPORT PREPARED BY

Daniel Jung, Special Assistant to the Chief of Police Dennis Maisano, Police Sergeant

4.2



2017 MAR 28 PH 2: 33



RECEIVED

MAR 28 2017

CITY OF IRVINE CITY MANAGER'S OFFICE

10:	Sean Joyce, City Manager
From:	Councilmember Shea
Date:	March 28 2017
Re:	Veterans Cemetery Update, Discussion and Possible Action

In June of last year, CalVet informed our City staff that it had submitted a preapplication requesting Federal grants to fund a Veterans cemetery on the ARDA Transfer Site.

Since then, CalVet has shared a letter with us indicating that the U.S. Department of Veterans Affairs has annotated their original request for \$38 million, down to \$10 million.

That letter indicates that the \$38 million amount "...is not an amount sustainable for our grant program."

To help the Council better understand the status of the proposed cemetery, would you please put this item on our April 4th, 2017 agenda, and provide us with an update of all the information that we have received since our last public meeting discussing possible site options.

With the addition of 2 new members to the Council, this might also be an opportunity for us to work with our Orange County veterans and review the ARDA Transfer Site, and the property discussed in the proposed land swap.

cc: City Council City Attorney City Clerk

4.3

		RECEIVED CITY OF IRVINE	RECEIVED
		CITY CLERK'S OFFICE	MAR 28 2017
N	2017 MAR 28 PM 5: 29		CITY OF IRVINE CITY MANAGER'S OFFICE
	To:	Sean Joyce, City Manager	
ł	From:	Jeffrey Lalloway, Councilmember	
l	Date:	March 28, 2017	

On April 12, 2016, the City Council rejected a motion by Councilmember Shea to advance a land exchange proposed by FivePoint Communities that effectively sought to move the planned Veterans Cemetery from the previously designated 125-acre ARDA site, located within the boundaries of the former Marine Air Station El Toro, to another site owned by FivePoint Communities located outside of both the former Marine Station and the Orange County Great Park.

Request for Staff Progress Report of Veterans Cemetery

The City Council, instead, adopted a motion made by then-Councilmember Krom, which I was privileged to second, and supported by Councilmember Schott, reaffirming the City Council's March 11, 2014 decision (which I also supported, as it was the expressed preferred site of many Veterans who repeatedly testified before the City Council) to make the ARDA site available for a Veterans Cemetery.

The City Council has subsequently directed the City Manager "to aggressively pursue expedited processing and approval of this project at the State and Federal levels by deploying all available resources...to secure the expedited approval, construction, and operation of the Veterans Memorial Park and Cemetery...on the 125-acre parcel of city-owned land at the heart of the former El Toro Marine Base specified in AB 1453 and dedicated for that purpose by the Irvine City Council."

I am dismayed by any suggestion that a site located outside of the former Marine Air Station El Toro be considered before a final disposition of the application for consideration has been made by State and Federal authorities. Moreover, I suggest on April 4 we consider taking additional measures, including appropriating City resources, to convince State and Federal decision-makers to act swiftly and decisively to approve a Veterans Cemetery at the ARDA site at the former Marine Base, at which so many served.

It remains my goal, one shared by so many Irvine residents, to make a Veterans Cemetery a reality as soon as possible.

cc: City Council Molly McLaughlin, City Clerk

Re: