

CITY OF BURLINGAME
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

INSTRUCTION TO BIDDERS

PROPOSAL AND AGREEMENT

SPECIAL PROVISIONS

FOR

BURLWAY ROAD SEWER PIPE REPLACEMENT PROJECT

**FOR USE IN CONNECTION WITH
STANDARD SPECIFICATIONS DATED 2010
AND STANDARD PLANS DATED 2010
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

MAYOR: PETER STEVENSON, MAYOR

**CITY COUNCIL: MICHAEL BROWNRIGG, VICE MAYOR
ANDREA PAPPAJOHN
DESIREE THAYER
DONNA COLSON**

CITY MANAGER: LISA GOLDMAN

CITY CLERK: MEAGHAN HASSEL-SHEARER

PUBLIC WORKS DIRECTOR: SYED MURTUZA, P.E.



**KEVIN OKADA, P.E.
ASST. PUBLIC WORKS DIRECTOR
RCE 65014
EXP. 6-30-27**

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City Standard details are available upon request or found on the City webpage at:
https://www.burlingame.org/departments/public_works/city_standard_details.php



GENERAL ENGINEERING
Lic. 1038184

2721 Kevin Rd. San Pablo, CA 94806
License No. 1038184
DIR NO. 1000058019
(925) 989-1453

Proposal

Submitted by: Alfred Lee, APB General Engineering

Date: November 26th, 2025

Owner Name: City of Burlingame

Owner Email: rhorne@burlingame.org

Project Location: 1390 Burlway Rd. Burlingame, CA 94010

Scope of Work:

Provide labor, equipment, and materials to remove and replace approximately 315 LF of 8" ACP, with 8" PVC SDR 26, between MH BH-21004 and BH-21005 by way of open trench. Proposed cost includes four (8x6) wye's and reconnection of existing active sewer laterals. Laterals entering the existing MH's will remain untouched. We will restore both upstream and downstream MH's trough and base to receive the PVC pipe. Excludes MH rehabilitation, waterproofing, and replacement. AC restoration will be limited to a 1' T-Cut.

Total: \$116,800

Acceptance of Proposal: You, APB General Engineering, are authorized to perform work as described in the above proposal. The undersigned agrees to pay the "Total Amount," as stated, upon completion of the project with the completed permits.

DATE: ____/____/____

SIGNATURE: _____

AGREEMENT FOR PUBLIC IMPROVEMENT
BURLWAY ROAD SEWER PIPE REPLACEMENT PROJECT

THIS AGREEMENT, made in duplicate and entered into in the City of Burlingame, County of San Mateo, State of California on _____, 2025 by and between the CITY OF BURLINGAME, a Municipal Corporation, hereinafter called "City", and **APB GENERAL ENGINEERING** a California Corporation, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided for and to authorize execution of this Contract; and

WHEREAS, pursuant to State law and City requirements, a notice was duly published for bids for the contract for the improvement hereinafter described; and

WHEREAS, on December 15, 2025, after notice duly given, the City of Burlingame awarded the contract for the construction of the improvements hereinafter described to Contractor, which the City found to be the lowest responsive, responsible bidder for these improvements; and

WHEREAS, City and Contractor desire to enter into this Agreement for the construction of said improvements.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. Scope of work.

Contractor shall perform the work described in those Contract Documents entitled:

BURLWAY ROAD SEWER PIPE REPLACEMENT PROJECT.

2. The Contract Documents.

The complete contract between City and Contractor consists of the following documents: this Agreement; Notice Inviting Sealed Bids, attached hereto as Exhibit A; the accepted Bid Proposal, attached hereto as Exhibit B; the specifications, provisions, addenda, complete plans, profiles, and detailed drawings contained in the bid documents titled "BURLWAY ROAD SEWER PIPE REPLACEMENT PROJECT" attached as Exhibit

C; the State of California Standard Specifications 2010, as promulgated by the California Department of Transportation; prevailing wage rates of the State of California applicable to this project by State law; and all bonds; which are collectively hereinafter referred to as the Contract Documents. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents, which are hereby incorporated as if fully set forth herein. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

3. Contract Price.

The City shall pay, and the Contractor shall accept, in full, payment of the work above agreed to be done, the sum of ONE HUNDRED SIXTEEN, EIGHT HUNDRED DOLLARS (\$116,800.00), called the "Contract Price". This price is determined by the lump sum and unit prices contained in Contractor's Bid. In the event authorized work is performed or materials furnished in addition to those set forth in Contractor's Bid and the Specifications, such work and materials will be paid for at the unit prices therein contained. Said amount shall be paid in progress payments as provided in the Contract Documents.

4. Termination

At any time and with or without cause, the City may suspend the work or any portion of the work for a period of not more than 90 consecutive calendar days by notice in writing to Contractor that will fix the date on which work will be resumed. Contractor will be granted an adjustment to the Contract Price or an extension of the Time for Completion, or both, directly attributable to any such suspension if Contractor makes a claim therefor was provided in the Contract Documents.

The occurrence of any one or more of the following events will justify termination of the contract by the City for cause: (1) Contractor's persistent failure to perform the work in accordance with the Contract Documents; (2) Contractor's disregard of Laws or Regulations of any public body having jurisdiction; (3) Contractor's disregard of the authority of the Engineer; or (4) Contractor's violation in any substantial way of any provision of the Contract Documents. In the case of any one or more of these events, the City, after giving Contractor and Contractor's sureties seven calendar days written notice of the intent to terminate Contractor's services, may initiate termination procedures under the provisions of the Performance Bond. Such termination will not affect any rights or remedies of City against Contractor then existing or that accrue thereafter. Any retention or payment of moneys due Contractor will not release Contractor from liability. At the

City's sole discretion, Contractor's services may not be terminated if Contractor begins, within seven calendar days of receipt of such notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 calendar days of such notice.

Upon seven calendar days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract for City's convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

5. Provisions Cumulative.

The provisions of this Agreement are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

6. Notices.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to the City shall be addressed as follows:

Rick Horne, Streets, Sewer, and Storm Drains Division Manager
City of Burlingame
1361 N. Carolan Avenue
Burlingame, California 94010
(650) 558-7670

Notices required to be given to Contractor shall be addressed as follows:

APB General Engineering
2721 Kevin Road
San Pablo, CA 94086
(925) 989-1453

7. Interpretation

As used herein, any gender includes the other gender and the singular includes

the plural and vice versa.

8. Waiver or Amendment.

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Contractor. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

9. Controlling Law.

This Agreement is to be governed by and interpreted in accordance with the laws of the State of California.

10. Successors and Assignees.

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto but may not be assigned by either party without first obtaining the written consent of the other party.

11. Severability.

If any term or provision of this Agreement is deemed invalid, void, or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

12. Insurance.

12.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

12.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and

maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Burlingame, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

12.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Burlingame, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or

self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

12.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall

guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

12.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

12.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VIII, licensed to do business in California, and satisfactory to the City.

12.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

13. Indemnification.

Contractor shall indemnify, defend, and hold the City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the actual or alleged negligence, recklessness or willful misconduct of Contractor, its

employees, subcontractors, or agents, or on account of the performance or character of the services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed by state law. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IN WITNESS WHEREOF, two identical counterparts of this Agreement, consisting of five pages, including this page, each of which counterparts shall for all purposes be deemed an original of this Agreement, have been duly executed by the parties hereinabove named on the day and year first hereinabove written.

CITY OF BURLINGAME,
a Municipal Corporation

CONTRACTOR

By _____
Lisa Goldman, City Manager

By _____
Print Name:
Company Name:

Approved as to form:

Michael Guina, City Attorney

ATTEST:

Meaghan Hassel-Shearer, City Clerk

CITY OF BURLINGAME
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR

BURLWAY ROAD SEWER PIPE REPLACEMENT PROJECT

GENERAL CONDITIONS

SECTION 1. DEFINITIONS AND TERMS

1.01 General

The following shall be added to Standard Specifications Section 1-1.01:

The work contemplated herein shall be done in accordance with these Specifications as defined in the Special Provisions Section 1.03, and the Municipal Code of the City of Burlingame, insofar as the same may apply and in accordance with the following Special Provisions.

In the case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

1.02 Abbreviations

Abbreviations of the Standard Specifications shall be amended to include the following:

AIA	American Institute of Architects
APWA	American Public Works Association
ASA	American Standard Association
CSI	Construction Specifications Institute
IAMPO	International Association of Mechanical & Plumbing Officials
ICBO	International Conference of Building Officials
UBC	Uniform Building Code
UPC	Uniform Plumbing Code

1.03 Definitions and Terms

The definitions in Standard Specifications Section 1-1.07B are amended as follows:

As used herein, unless the context otherwise requires, the following terms have the following meanings:

Agency: The legal entity for which the work is being performed.

Authorized Laboratory: The laboratory authorized by the Engineer to test materials and work involved in the contract.

Contract Documents: The Contract Documents shall include the complete contract between City and Contractor, which shall consist of the following documents: the Agreement and Notice Inviting Sealed Bids; the accepted Bid Proposal; the specifications, provisions, addenda, complete plans, profiles, and detailed drawings contained in the bid documents entitled “BURLWAY ROAD SEWER PIPE REPLACEMENT PROJECT”; the State of California Standard Specifications 2010, as promulgated by the California Department of Transportation; prevailing wage rates of the State of California applicable to this project by State law; and all bonds. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents, which are hereby incorporated as if fully set forth herein. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. In case of any inconsistencies among the various documents, the Agreement shall prevail.

Contract Acceptance: The formal written contract acceptance of an entire contract by the City Council at a regularly scheduled meeting, recorded in the County of San Mateo Recorder's Office, titled "Notice of Completion," signed by an authorized official of the City of Burlingame, which has been completed in all respects in accordance with the plans and specifications and any modification thereof previously approved.

City: The City of Burlingame, State of California.

Department: The Department of Public Works of the City of Burlingame.

Director: The Director of Public Works of the City of Burlingame, California.

Engineer: The City Engineer of the City of Burlingame, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Inspector: An inspector employed or retained by the City to perform inspection during construction of the work under the direction of the Director.

Legal Holiday: A holiday as specified in Section 5.04 of these Special Provisions.

Owner: The City of Burlingame, a political subdivision of the State of California.

Plans: Standard plans, revised standard plans and project plans.

1. **Project plans:** Drawings specific to the project, including authorized shop drawings.
2. **Standard plans:** *2010 California Department of Transportation Standard Plans, City of Burlingame Standard Details*, and any other local agency or district standard plans or details referenced in project plans.

The California Department of Transportation standard plans are available at:
http://www.dot.ca.gov/hq/esc/oe/construction_standards.html

The City of Burlingame Standard Details are available at:
https://www.burlingame.org/departments/public_works/city_standard_details.php

Specifications: Standard specifications, and special provisions, as follows:

1. **Special Provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of this bid book titled *Notice to Bidders/Proposal and Agreement/Special Provisions*.
3. **Standard Specifications:** Specifications standard to City construction projects. These specifications are in a book titled State of California Department of Transportation *Standard Specifications 2010* (Standard Specifications or SS). These standard specifications are available at:
www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_StdSpecs/2010_StdSpecs.pdf

Any reference therein to the State of California or a State agency, office or officer, acting under the Standard Specifications shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

State: In references where context applies to "State" as the owner of the Project, the City of Burlingame.

Supplementary General Conditions: The part of the Contract Documents that makes additions, deletions, or revisions to these General Conditions.

Technical Specifications: Those portions of the Contract Documents consisting of the written technical descriptions of products and execution of the Work.

Work: The entire completed construction required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

*** END OF SECTION ***

SECTION 2. BIDDING

2.01 General

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which it shall observe in the preparation of the proposal form and the submission of the bid.

The following Sections in the Standard Specifications are deleted:

- 2-1.15, "Disabled Veterans Business Enterprises".
- 2-1.18, "Small Business and Non-small Business Subcontracting Preferences".
- 2-1.27, "California Companies"

2.02 Subcontractor List

Standard Specifications Section 2-1.10, "Subcontractor List," is replaced by the following:

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number
4. Portion of work it will perform.

2.03 Proposal Pages

Standard Specifications Section 2-1.33, "Bid Document Completion" is amended to provide that the bid documents shall include the required proposal pages or copies thereof completed and signed, including Proposal to the City of Burlingame, Designation of Subcontractors, Experience Qualifications, Non-Collusion Declaration, Public Contract Code Compliance Statement and Questionnaire, and Bid Sheet in these Special Provisions.

2.04 Compliance Statement

The Contractor shall complete a statement indicating compliance with Public Works Contracts Code Section 10285.1 and Public Contract Code Section 10162 Questionnaire. These documents shall be completed and included in the Proposal.

2.05 Bidder's Security

Standard Specifications Section 2-1.34, "Bidder's Security" is replaced with the following:

If Contractor's bid is greater than \$25,000, a Contractor shall submit bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cashier's check
2. Certified check
3. Signed bidder's bond by an admitted surety insurer

A sample bid bond is provided at the end of this Section.

Bidders shall submit a cashier's check, a certified check, or a bidder's bond to the City before the bid opening time. The bidder's security shall be made payable to the City of Burlingame.

*** END OF SECTION ***

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 General

The bidder's attention is directed to the provisions of Standard Specifications Section 2, "Bidding," and Section 3 "Contract Award and Execution," , and to "Proposal Requirements and Conditions," of these Special Provisions for the requirements and conditions concerning award and execution of the contract, with the following clarifications, changes and additions.

The second paragraph of Standard Specifications Section 3-1.02A, "General," is replaced with the following:

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the Agency's Engineer Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Cents symbols also have no significance in establishing any unit price or item total because all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

Standard Specifications Section 3-1.02B, “Tied Bids,” is replaced with:

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

Standard Specifications Sections 3-1.08, "Small Business Participation Report," and 3-1.11, "Payee Data Record," are deleted.

3.02 Award of Contract

To the fullest extent provided by law, the City reserves the right to waive any irregularities and/or informalities in any bid received.

The award of the contract, if it be awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within forty-five (45) days after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsive and responsible bidder. Such award, if made, will be made within sixty (60) days after the opening of proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within seventy-five (75) days after the opening of the proposals. The periods of time specified above within which the award of contract may be made shall be subject to extensions for such further periods as may be agreed upon in writing between the City and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

3.03 Contract Bonds

Standard Specifications Section 3-1.05, “Contract Bonds (Pub Cont Code Sections 10221 and 10222),” is replaced with the following:

The surety or sureties on all bonds furnished must be approved by the City. Any modifications or alteration made in the plans or specifications shall not operate to release any surety from liability on any bond or bonds herein required to be given. All contract bonds shall be payable to the City of Burlingame and shall reference the project name and number.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

(a) Faithful Performance Bond

Contractor shall provide, at the time of the execution of the contract for the work, and at its own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of the contract.

(b) Contractor's Payment (Labor and Materials) Surety Bond

Contractor shall also provide, at the time of the execution of the contract for the work, and at its own expense, a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract; a sample is attached at the end of this section.

(c) Maintenance Bond

The Contractor shall furnish a Corporate Surety Maintenance Bond for faulty workmanship and materials in the amount of ten percent (10%) of the total contract cost. This bond shall be for the term of one year after completion and acceptance of the work and shall be delivered to the Engineer before acceptance of the contract.

3.04 Agreement Execution

The Contractor shall sign and return the contract agreement and furnish required bonds and insurance certificates within ten (10) working days after the date of the letter of Notice of Contract Award. If the insurance and bonds are not provided within this time period, the City may proceed to declare the bid bond forfeited and award the bid to another bidder.

3.05 Return of Proposal Guaranties

Bidders' attention is directed to Standard Specifications Section 3-1.19, "Bidders' Securities."

3.06 Insurance

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW AND IN STANDARD SPECIFICATIONS SECTIONS 3-1.07, "INSURANCE POLICIES," and 7-1.06, "INSURANCE."

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT OR THE AWARD MAY BE REVOKED AND SUFFER LOSS OF BID BOND.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

Standard Specifications Section 7-1.06, "Insurance," is amended to include the following:

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
- (3) Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(c) Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(d) Other Insurance Provision

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

(1) General Liability and Automobile Liability Coverages

- (A) The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.
- (B) The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.
- (C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.
- (D) The Contractor's insurance 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.

(2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

(e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and be authorized to conduct business with regard to the proffered lines of insurance in the State of California.

(f) Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(g) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

*** END OF SECTION ***

CONTRACTOR'S PAYMENT (LABOR AND MATERIALS) SURETY BOND

Sample

WHEREAS, the City Council of the City of Burlingame, State of California ("City") and _____, (hereinafter designated as "Principal") have entered into an agreement dated _____, and identified as _____ ("Agreement"), which is hereby referred to and made a part hereof, whereby Principal agrees to install and complete certain designated public improvements; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment surety bond with City to secure the claims to which reference is made in Titles 1 and 3 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, Principal and _____, as Surety, incorporated under the laws of the State of _____, and duly authorized to transact business as an admitted surety, under the Laws of the State of California, are held and firmly bound unto City in the penal sum of _____ dollars (\$ _____), this amount being not less than one hundred percent of the total amount payable by the terms of the Agreement per Civil Code section 9554, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal, Principal's subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons, companies, or corporations, referred to in Section 9100 of the California Civil Code, as amended, with respect to any work of labor performed or materials supplied by any such persons, companies, or corporations, which work, labor, or materials are covered by the above-mentioned agreement and any amendments, changes, change order, additions, alterations, or modifications thereof, or any amounts due under the California Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, as amended, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, the Surety will pay reasonable attorney's fees in an amount to be fixed by the court.

It is hereby expressly stipulated and agreed that this surety bond shall inure to the benefit of any and all persons, companies, and corporations entitled named in Section 9100 of the California Civil Code, as amended, so as to give a right of action to them or their assigns in any suit brought upon this surety bond.

The Surety hereby stipulates and agrees that no amendment, change, change order, addition, alteration, or modifications to the terms of the agreement of the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this surety bond, and it does hereby waive notice of any such amendment, change, change order, addition,

alteration, or modification to the terms of the agreement or to the work performed thereunder or to the specifications accompanying the same. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____.

PRINCIPAL SURETY

By:_____

By:

Address

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety

FAITHFUL PERFORMANCE BOND

Sample

WHEREAS, the City Council of the City of Burlingame, State of California, and _____ (herein designated as "Principal") have entered into an Agreement whereby Principal agrees to construct and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as **PROJECT #** _____, is hereby referred to and made a part hereof: and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond of the faithful performance of said Agreement.

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City of Burlingame (hereinafter called "City"), in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its offices, agents and employees, as therein stipulated, and this obligation shall become null and avoid; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that upon City's final acceptance of the work, ten percent (10 %) of this bond shall remain in effect to guarantees the repair and/or replacement of defective materials and/or workmanship, one years after City's final acceptance of the work.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____ 20 ____.

PRINCIPAL

SURETY

By: _____

By: _____

Address

Address

NOTE: **Attach notary acknowledgement for signatures of those executing for Principal and Surety.**

SECTION 4. SCOPE OF WORK

4.01 General

Attention is directed to Standard Specifications Section 4, "Scope of Work," and these Special Provisions.

4.02 Value Engineering

The last paragraph of Section Standard Specifications 4-1.07C, "Value Analysis Workshop." is replaced with:

The Contractor will be responsible for all workshop costs. The City will not reimburse Contractor for any associated costs with conducting a value analysis workshop.

Attention is directed to the provisions in Standard Specifications Sections 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," and these Special Provisions.

4.03 Increases of More than Twenty-Five Percent (25%) of Engineer's Estimate

The last paragraph in Standard Specifications Section 9-1.06B, "Increases of More Than Twenty-Five Percent," is amended to read as follows:

"When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Engineer's Estimate, is less than \$5,000 at the applicable contract unit price, the Engineer reserves the right to make no adjustment in said price if the Engineer so elects, except that an adjustment may be made if requested in writing by the Contractor.

It is the Contractor's responsibility to continually analyze and apply the estimated quantities provided in the Contract and to use the knowledge gained from site visits, construction, and professional experience, to update the estimated quantities as the work progresses. If and when the Contractor reaches seventy-five percent (75%) of the estimated quantities of materials required for any portion of the work as specified in the Plans and Specifications and has any reasonable belief that the Contractor will be required to exceed those estimated quantities by more than ten percent (10%), the Contractor shall provide written notice to the Engineer of the possibility and the estimated quantities required to complete the work. If the Contractor fails to provide that written notice before delivering materials in excess of the originally estimated quantities, the Contractor shall not be entitled to any additional compensation or payment for the additional work or materials needed for the additional materials above one hundred and ten percent (110%), but nevertheless shall be required to complete the work."

4.04 Changes Initiated by the City

The City reserves the right to change the scope of this contract to accommodate budget constraints. The City shall have full authority and discretion to determine the decrease or increase in quantities required as well as the sub-projects that will be altered, added, or deleted. The Contractor shall not be entitled to any additional compensation or adjustment in the unit prices bid because of the above-stated rights.

*** END OF SECTION ***

SECTION 5. CONTROL OF WORK

5.01 General

The control of the work shall be in conformance with Standard Specifications Section 5, “Control of Work,” , except as herein amended.

The following sections in the Standard Specifications are deleted:

Section 5-1.09, "Partnering"
Section 5-1.13C, "Disabled Veteran Business Enterprises"
Section 5-1.13D, "Non-Small Businesses"
Section 5-1.27E "Change Order Bills"
Section 5-1.43E "Alternative Dispute Resolution"

5.02 Coordination and Interpretation of Plans, Specifications and Special Provisions

Standard Specifications Section 5-1.02, “Contract Components,” is replaced with the following:

5-1.02 CONTRACT COMPONENTS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.0 Proposal, and Agreement
 - 1.1 Supplementary General Conditions of the Special Provisions
 - 1.2 General Conditions of the Special Provisions
 - 1.3 Technical Specifications of the Special Provisions
 - 1.4 Project plans
 - 1.5 City of Burlingame Standard Details
 - 1.6. Standard Specifications
 - 1.7 (State) Standard Plans
 - 1.8 Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A specification in a section governs over a specification referenced by that section

In the event of a discrepancy between units shown on plans, in the special provisions and in the proposal, the units shown in the proposal shall govern.

If a discrepancy is found or confusion arises, submit an RFI.

5.03 Superintendence

Standard Specifications Section 5-1.16, “Representative,” is amended to include the following:

The Contractor's representative shall be available to personally talk to the Engineer within any eight (8) hour period when work is being performed on the project. A telephone number for such purpose shall be given to the Engineer at the start of the project.

The Contractor shall furnish to the Engineer the telephone number of a representative or answering service which will be responsible for responding to emergency calls (e.g., barricade replacement) from the Engineer during non-scheduled working hours.

If the Contractor fails to respond and correct the emergency condition within three (3) hours, and if, in the judgment of the Engineer, correction of the emergency condition should not be deferred until the next regularly scheduled working day, then the Engineer shall have the right to make appropriate arrangements to correct such emergency condition and charge the cost thereof to the Contractor.

5.04 Inspection

The following is added to Standard Specifications Section 5-1.01, "General:" :

The Contractor shall not perform any work during weekend days or City Holidays without the written permission of the Engineer. A fine of \$5000 per violation will be deducted from the next progress payment should the Contractor perform unauthorized weekend or Holiday work.

The Contractor shall pay for all inspections required to be performed by City employees due to the scheduling of work by the Contractor between 5:00 P.M. and 8 A.M. on weekdays, and anytime on Saturdays, Sundays and City Holidays, and shall include travel time of the inspector.

City holidays are as follows:

- *New Year's Day
- *Martin Luther King's Birthday
- *President's day
- *Memorial Day
- *Independence Day
- *Labor Day
- Columbus Day
- *Veteran's Day
- *Thanksgiving Day
- Day After Thanksgiving
- ½ Day Christmas Eve
- *Christmas Day
- ½ Day New Year's Eve

*Indicates holidays covered by "Construction Hours" restrictions of these Special Provisions Section 7.02.

Contact the City of Burlingame to determine the specific holiday dates for the current calendar year.

Holidays falling on Saturday or Sunday will be observed on Friday or Monday, respectively.

5.05 Payments to Subcontractors

The following is added to Standard Specifications Section 5-1.13A, "General," :

The Contractor shall comply with the provisions in Business and Professions Code Section 7108.5 concerning prompt payment to subcontractors.

The Contractor shall furnish a written statement showing all work to be subcontracted, giving the names and addresses of all subcontractors and a description of each portion of the work to be subcontracted. The Designation of Subcontractors statement shall be on the form furnished by the City as part of the Bid documents and shall be considered an integral part of those documents.

Pursuant to Public Contract Code Section 6109, no contractor or subcontractor that is ineligible under Labor Code Section 1777.1 or 1777.7 may bid or work on this project. Any contract entered into between the Contractor and such an ineligible subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on this project, and any public money that may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

5.06 Permits

The Contractor shall obtain all permits, licenses, bonds, pay all charges and fees (including inspection fees); and other authorization required by all affected jurisdictions involved in this job, at its own expense, unless otherwise specified in Supplementary General Conditions of these Special Provisions. The City's issuance of permits shall not relieve the Contractor of its responsibility as described in this section.

City permits, if required, shall have all fees waived, except for City business licenses. All subcontractors performing work within the limits of the City of Burlingame shall also obtain a City Business Licenses in accordance with these Special Provisions Section 5.07, "City Business License."

Compliance with NPDES Permit. The Contractor shall comply with all requirements of the permit and shall not, directly or indirectly, cause a sanitary sewer overflow or prevent the City from complying with the requirements of the permit. Penalties imposed on the City as a result of any discharge violation caused by the actions of the Contractor, or its employees, or subcontractors shall be borne in full by the Contractor, including fines, legal fees, and other expenses to the City resulting directly or indirectly from such discharge violations. The City may recover such sums by deduction from the construction progress payments.

5.07 City Business License

The Contractor and all Subcontractors are required to have City business licenses in accordance with the Burlingame Municipal Code. Business license information is available at https://www.burlingame.org/departments/finance/business_license.php

5.08 Engineering Submittals

The following shall be added to Standard Specifications Section 5-1.23A, "General:"

Contractor's failure to make submittals in a timely manner will not be a basis for any time extensions and shall count against the Contractor's work days.

5.09 Project Appearance

The following shall be added to Standard Specifications Section 5-1.31, "Job Site Appearance:"

"PROJECT APPEARANCE. The Contractor shall maintain a neat appearance at the job site.

In any area visible to the public, the following shall apply: when practical, broken concrete and debris developed during the clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly, unless otherwise granted by the City.

The Contractor shall furnish portable toilets for workmen and trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or false work that are to be reused shall be stacked neatly concurrently with their removal. Forms and false work that are not to be reused shall be recycled concurrently with their removal.

5.10 Lines and Grades

Standard Specifications Section 5-1.26, "Construction Surveys," is replaced with the following:

Contractor shall perform all necessary construction surveys. Construction surveys shall be done in accordance with Chapter 12, "Construction Surveys," of the California Department of Transportation's *Survey Manual*.

All work shall be constructed to the lines and grades shown on the contract drawings. Unless authorized by the Engineer, any work done without construction survey line and grade will be done at the Contractor's risk.

5.11 Project Plans

Four (4) full-size sets of the project plans will be supplied to the successful bidder without charge. Additional sets will be supplied at the cost of reproduction.

5.12 Construction Area Lighting

The Contractor shall ensure that all working areas utilized during darkness are lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders. In addition, the Contractor shall ensure that the lighting provides adequate safety to pedestrians in permitted portions of the construction area.

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

5.13 Areas for Contractor's Use

The second and third paragraphs of Standard Specifications Section 5-1.32, "Areas of Use," are replaced with the following:

If no City-owned or City-secured area is designated on the plans for the Contractor's use, the Contractor will be responsible to secure additional staging/stockpiling areas at Contractor's own expense in order to perform the work.

The Contractor shall defend, indemnify, and hold the City harmless for any damage to or loss of materials or equipment in conformance with the indemnification requirements in the City's construction agreement.

5.14 Nonhighway Facilities

Standard Specifications Section 5-1.36D, "Nonhighway Facilities." is amended to include the following:

Unless otherwise permitted by the Engineer, the Contractor shall conduct its operations in a manner which will permit continuous operation of all utility facilities. The Contractor shall contact Underground Services Alert (USA) at 811 or 800-642-2444 at least forty-eight (48) hours before excavation so that underground facilities may be marked in the field. Locations of existing utility mains and utility connections, if shown on the plans, are only approximate. The Engineer assumes no responsibility for accuracy or completeness of said data, which is offered solely for the convenience of the Contractor. If the Contractor finds that a known utility has not marked the job site with either locations or no facilities, Contractor shall be responsible for contacting the utility, or USA regarding the discrepancy before proceeding with work.

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in the special provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans or in the special provisions, the location of their service laterals or other appurtenances and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of such facilities or interfere with their service.

If the Contractor discovers underground main or trunk lines not indicated on the Plans or in the special provisions, it shall immediately give the Engineer and the Utility Company written

notification of the existence of such facilities. Such mains or trunk lines shall be located and protected from damage as directed by the Engineer and the cost of such work will be paid for as extra work as provided in Section 4-1.05. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at its cost and expense.

5.15 Acceptance of Contract

Standard Specifications Section 5-1.46, "Inspection and Contract Acceptance," is amended to include the following:

However, nothing in this Section 5-1.46 shall be construed to relieve the Contractor of full responsibility for correcting or replacing defective work or materials found at any time before the expiration of the one-year maintenance bond required under Section 3.03 of these Special Provisions.

5.16 Availability of Plans

Contractor shall maintain on the job site at a specific location an official set of Contract Documents, readily available at all times to the Engineer or Inspector.

*** END OF SECTION ***

SECTION 6. CONTROL OF MATERIALS

6.01 General

Attention is directed to Standard Specifications Section 6, "Control of Materials," and these Special Provisions.

6.02 City-Furnished Materials

City-furnished materials shall be furnished in conformance to Standard Specifications Section 6-1.02 and as described herein.

The City-furnished materials on this project, if any, are listed in Section 2, "Supplementary General Conditions," of these Special Provisions.

The Contractor shall submit a written request to the Engineer for materials at least forty-eight (48) hours in advance of the date and time of their intended use. The request shall state the quantity and type of each material. Unless otherwise specifically provided in the Special Provisions, City-furnished materials will be stored at the City Corporation Yard at 1361 North Carolan Avenue, Burlingame. Materials will be available for pickup on weekdays, holidays excepted, from 8:00 a.m. to 9:00 a.m. and from 3:30 p.m. to 4:30 p.m.

All City-furnished materials that are not used on the project shall remain the property of the City and shall be returned to the City in as-furnished condition at the locations designated by the Engineer.

Any water use from fire hydrants shall be metered. A cash deposit shall be posted at the City Water Department Office at 501 Primrose Road, Burlingame, California, as assurance that the meter is returned in good condition. Meters shall be obtained from and returned to the Water Department Repair Shop at the City Corporation Yard at 1361 North Carolan Avenue, Burlingame, California,. If the meter is returned in good condition, a refund shall be mailed to the Contractor. Contractor shall also pay for the amount of water used. Water drawn from the City-furnished meter shall only be used for this project.

Any damage to the meters while in the Contractor's possession shall be its responsibility and deductions will be made from the deposit for repairs to the meters. Meters must be returned to the City within 10 working days after work is completed and payment made for water used prior to final payment.

6.03 Local Materials

The second paragraph of Standard Specifications Section 6-2.04, "Local Materials," is replaced with the following:

Testing of local materials to be used in the work for compliance with the specifications will be at the Contractor's expense.

6.04 Buy America

Standard Specifications Section 6-2.05, “Buy America,” is deleted, unless this is a federally-funded contract.

6.05 Specific Brand or Trade Name and Substitution

Standard Specifications Section 6-3.02, “Specific Brand or Trade Name and Substitution,” is amended to include the following:

The City Engineer’s decision to accept substitution is final.

*** END OF SECTION ***

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

7.01 General

This section shall conform to Standard Specifications Section 7, "Legal Relations and Responsibility to the Public," with the following clarifications and amendments. The Contractor is responsible for protecting both its work and the public.

7.02 Construction Hours

Contractor shall not (including excavation and grading) work other than between the hours of 8:00 A.M. and 5:00 P.M. on weekdays (see Section 5.04 of these specifications), except in the case of urgent necessity in the interest of public health and safety, and then only with express permission of the Engineer. In the vicinity of any schools, the contractor shall not begin any operation until after 9:00 A.M. when school is in session.

7.03 Excavation Safety

Standard Specifications Section 7-1.02K(6)(b), "Excavation Safety," is amended to include the following:

If required the Contractor shall submit a trenching and shoring plan signed and stamped by a license civil engineer or licensed geotechnical engineer for approval by the City. The plan shall include trenching and shoring support calculations.

Designate a competent person to be on site at all times while trench excavation work is being performed. The competent person shall be certified and make daily inspection in accordance with all OSHA requirements. A competent person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them.

Additionally, the Contractor shall provide upon request by the Engineer calculations and details proving the adequacy of any proposed steel plate trench or excavation bridging to carry traffic loads.

The Contractor shall comply with Public Contract Code § 7104 while excavating.

7.04 Assignment of Antitrust Actions

The Contractor's attention is directed to Standard Specifications Section 7-1.02L(2), "Antitrust Claims."

7.05 Highway Construction Equipment

Attention is directed to Standard Specifications Section 7-1.02O, "Vehicle Code."

7.06 Sound Control Requirements

Sound control shall conform to the provisions of Standard Specifications Section 14-8, "Noise and Vibration," and these special provisions.

The Contractor shall keep noise pollution due to construction activities as low as possible. In no case shall noise levels produced by the Contractor exceed either of the following maximums:

- A. No individual piece of equipment shall produce a noise level exceeding 85dBA at a distance of 25 feet.
- B. The noise level at any point outside of the property line or temporary construction area shall not exceed 85dBA. No equipment violating these standards will be allowed to operate.

In no case shall the Contractor's operations violate the noise ordinance (Municipal Code Chapter 10.40).

This noise level requirement shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

7.07 Relations with Property Owners

The Contractor shall notify, in writing, property owners or residents at least forty eight (48) hours in advance of all work affecting access into and out of their property or place of business.

Forms for such notices will be provided to the Contractor at start of construction and shall be distributed to the property owners by the Contractor throughout the length of the Contract, whenever appropriate.

Concrete pouring shall be scheduled to re-open new and replace concrete driveways within seventy-two (72) hours after being closed.

Access to any place of business shall be maintained at all times and shall be coordinated with the business owner. Complete closure of any business access shall be only as approved in writing by the Engineer.

7.08 Public Convenience

Section 7-1.03 "Public Convenience" shall be amended by adding the following:

Attention is directed to Section 7 of the Standard Specifications regarding the fact that the Contractor is responsible for protecting both its work and the public.

The Contractor shall conduct his operations in a manner to minimize inconvenience to the homeowners, residents and the traveling public.

Closed driveways shall be re-opened for safe passage of vehicle and pedestrians by end of the each work shift.

Closed driveways during working hours shall be reopened temporarily as requested by property owners or residents to allow access to their driveways. The Contractor shall re-open the closed driveway within ten minutes (10) of such request.

Access to any place of business shall be maintained at all times and shall be coordinated with the business owner. Complete closure of any business access shall be only as approved in writing by the Engineer.

The Contractor shall conduct his operations in a manner to minimize inconveniences to property owners and residents and to avoid damage on private property. The Contractor shall maintain property owner and resident access to the homes at all times. The Contractor shall keep the work site on the private property in a tidy and neat manner. The Contractor shall remove all tools, equipment and material from the property at the end of each workday.

7.09 Indemnification

Contractor shall indemnify, defend, and hold the City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the actual or alleged negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed by state law. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

*** END OF SECTION ***

SECTION 8. PROSECUTION AND PROGRESS

8.01 General

Prosecution and progress shall conform to Standard Specifications Section 8, "Prosecution and Progress," and these Special Provisions.

8.02 Progress Schedule

The work to be done shall be performed in stages to minimize the inconvenience to the public.

The Contractor shall develop and maintain the appropriate level critical path method schedule for this project in compliance with Standard Specifications Section 8-1.02, "Schedule." In addition to the required schedule reports to be submitted to the City in accordance with Standard Specifications Section 8-1.02, "Schedule," the Contractor shall maintain and furnish to the Engineer on a weekly basis a "three week look ahead" report detailing planned work for the following three weeks, highlighting critical path items of work.

8.03 Start of Job Site Activities

The Contractor shall sign and return the Contract Documents and furnish required bonds and insurance certificates within ten (10) working days after the date of the Notice of Contract Award. If the insurance and bonds are not provided within this time period, the City may declare the bid bond forfeited and award the bid to another bidder. Alternatively, the City may begin to count the elapsed time as "working days" under the Agreement.

The Contractor shall be able to begin work within fifteen (15) calendar days after receiving notice that the Contract has been approved by the City of Burlingame and shall diligently prosecute the same to completion before the expiration of the number of working days as set forth in the "Notice to Bidders." The "Notice to Proceed" shall indicate the "Beginning of Work" date to be used to determine the date of completion.

The "Notice to Proceed" will be given at the preconstruction meeting and will indicate the "Beginning of Work" date to be used to calculate the date of completion.

Even though the counting of working days may have begun, the Contractor shall not begin work before the preconstruction conference. The Contractor shall furnish all specified submittals to the Engineer at, or prior to, the preconstruction conference and shall obtain all specified approvals contained in the Standard Specifications and these Special Provisions prior to the beginning of job site activities.

8.04 Liquidated Damages

The Contractor's attention is directed to the Supplementary General Conditions for Liquidated Damages.

8.05 Contractor's Control Termination

The Contractor's attention is directed to Standard Specifications Section 8-1.13, "Contractor's Control Termination" and these Special Provisions.

If the Contractor's control of the work is terminated or it abandons the work and the contract work is completed in conformance with the provisions of Section 10255 of the Public Contract Code, any dispute concerning the amount to be paid to the City by the Contractor or its surety, under the provisions of Section 10258 of said Act, shall be subject to arbitration in accordance with the section of these special provisions entitled "Arbitration." The surety shall be bound by the arbitration award and is entitled to participate in such arbitration proceedings.

8.06 As-Built Data

The Contractor shall submit all information to the Engineer before project acceptance, including legible marked up plans of what was constructed, as required by the Engineer to verify as-built drawings for all permanent project work.

*** END OF SECTION ***

SECTION 9. MEASUREMENT AND PAYMENT

9.01 General

Measurement and payment shall be in conformance with these specifications in Section 9, "Payment," of the Standard Specifications and these Special Provisions.

Contractors' attention is directed to Standard Specifications Section 9-1.03, "Payment Scope," and as amended herein.

The fourth paragraph in Standard Specifications Section 9-1.03, "Payment Scope," is as follows:

Full compensation for work specified in divisions I, II and X of the Standard Specifications, and in Sections 1 and 2 of these special provisions is included in the payment for the bid items unless:

1. Bid item for the work is shown on the Bid Item List.
2. Work is specified as change order work.

When an (F) is included after a bid item name on the Bid List, that bid item quantity is a final pay item.

The Contractor shall agree that the approximate quantities shown in the Bid Item List are solely for the purpose of comparing bids. The Contractor's compensation will be computed upon the basis of the actual quantities of work marked by the Engineer and completed, whether they be more or less than those shown in the Bid Item List.

Linear measurement shall be determined from measurements of bid items complete and in place. Unit counts will be made of the unit items complete and in place. Weight measurements will be based on weight receipts issued by a qualified weight master. Any other method of establishing the quantities not listed specifically herein, or defined in other portions of the contract provisions, shall be determined by referring to the applicable section of the Standard Specifications.

9.02 Payment Adjustments for Price Index Fluctuations

Standard specifications Section 9-1.07, "Payment for Adjustments for Price Index Fluctuations," is deleted, unless otherwise specified in the Supplementary Conditions.

9.03 Lump Sum Bid Item Progress Payments

The first paragraph of Standard Specification Section 9-1.16B, "Schedule of Values," is amended to include the following:

If a schedule of values is not specified to be submitted or a payment breakdown is not provided in the payment clause of the applicable Standard Specifications or these Special Provisions, progress payments for lump sum bid items will be a percentage of the lump sum bid item price based on the Engineer's determination of the amount of lump sum work already performed.

At Contractors option, submit a lump sum breakdown that provides sufficient detail for the Engineer to determine the value of work performed. The Engineer may consider but not exclusively base the determination of progress payments on Contractors lump sum breakdown. The Engineer's determination of progress payments for lump sum bid items under the Contract will be final in accordance with Standard Specifications Section 5-1.03.

9.04 Materials On-Hand

Standard Specifications Section 9-1.16C, "Materials on Hand," is replaced by the following:

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

9.05 Mobilization

Standard Specifications Section 9-1.16D, "Mobilization," is replaced with the following:

9-1.16D Mobilization

Public Contract Code Section 10104 defines "mobilization." The Contractor is eligible for partial payments for mobilization if the Contract includes a bid item for mobilization. The Department will make partial payments no less often than as specified under Public Contract Code Section 10264. If the Contract does not include a mobilization bid item, mobilization is included in the payment for the various bid items.

9.06 Retentions

Standard Specifications Section 9-1.16F, "Retentions," is replaced with the following:

9-1.16F Retentions

The City shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for Contractors fulfillment of the contract.

Pursuant to Public Contract Code Section 22300, the Contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the City to ensure performance under the contract. Said securities will be deposited either with the City or with the state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Government Code Section 16430 or bank or savings and loan certificate of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other mutually agreed to by Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

9.07 Progress Payments

On or before the first day of every month the Contractor and Engineer shall meet and prepare a written estimate of progress payments. From this amount, five percent (5%) will be deducted and, from the remaining ninety five percent (95%), there will be deducted any amounts due City from Contractor for supplies, materials, services, damages or otherwise deductible under the terms of the contract and the amount of all payments previously made to Contractor. The remainder will be paid by the City to the Contractor as a progress payment by the 20th day of the month. The remaining five percent (5%) thereof shall be paid to Contractor thirty-five (35) days after the recording of the Notice of Completion.

Pursuant to Public Contract Code Section 20104.50, the City will promptly process all requests for progress payments pursuant to this contract. As to any undisputed payments that are made more than thirty (30) days after receipt of an undisputed and properly submitted payment request from the Contractor, the City will pay interest equivalent to the legal rate set forth in Code of Civil Procedure Section 685.10.

9.08 Final Payment After Contract Acceptance

Standard Specifications Section 9-1.17D (1), “General” is amended to include the following:

Upon satisfactory completion of the entire work, the Engineer will recommend the acceptance of the work to the City Council. If the City Council accepts the completed work, it will cause a Notice of Completion to be recorded with the County Recorder.

Thirty-five days after the filing of the Notice of Completion, the Contractor will be entitled to the balance due for the completion and acceptance of the work, if certification is made by sworn written statement that all claims have been filed with the City based upon acts or omissions of the Contractor and that no liens or withhold notices have been filed against said work or the property on which the work was done.

9.09 Claim Resolution

Any claim by the contractor in connection with this project shall be resolved pursuant to Section 9204 of the Public Contract Code; the full text of which is as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:

- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3)
 - (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
 - (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
 - (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d)

(1)

- (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)

- (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation

is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
 - (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

9.10 Adjustment of Overhead Costs

Irrespective of the final payment to be made to the Contractor under this contract, there will be no adjustment of overhead costs.

9.11 Damages

Any provision in the Contract which limits the City's liability to an extension of time for delay for which the City is responsible and which delay is unreasonable under contemplation of the circumstances involved, and not within the parties', shall not be construed to preclude the recovery of damages by the Contractor or subcontractor. This section shall not be construed to void any provision in this Contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages.

9.12 Compensation for General Conditions and Supplementary General Conditions

Compensation for doing any work under the General and Supplementary General Conditions shall be included in the various items of work, and no additional payment shall be made.

*** END OF SECTION ***

SECTION 10. MAINTAINING TRAFFIC

10.01 General

Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications. Nothing in these General Conditions shall be construed as relieving the Contractor from its responsibility as provided in said Section 7-1.09.

The Contractor is responsible for posting "No Parking" signs which will be furnished by the City, including "Hooding" or otherwise posting on all parking meters in the areas of work. The Contractor shall clean all construction area sign panels at the time of installation.

To properly provide for changing traffic conditions and damage caused by public traffic or otherwise, the Contractor shall be prepared to furnish on short notice additional portable signs and sign mounting devices. The Contractor shall maintain an inventory of the commonly required items at the jobsite or shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

10.02 Portable Delineators

When work is in progress in a trench or other excavation adjacent to the traveled way, portable delineators, conforming to Section 12-3.04, "Portable Delineators," of the Standard Specifications, shall be placed on the edge of pavement. At other times, the portable delineators shall be placed off of and adjacent to the edge of pavement. The portable delineators shall be spaced as necessary for proper delineation. The spacing between delineators shall not exceed one hundred feet (100') on tangents or fifty feet (50') on curves.

10.03 Lane Closures

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the Traffic Control Plan, the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and the following requirements.

No work shall be allowed to begin before closing any intersection or street. A "Road Closed Ahead" sign, mounted on a sturdy mounting device, shall be placed at the far end of every block converging on that intersection or street.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder.

10.04 Parked Vehicles

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify the Engineer of its intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with the Engineer relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at twenty-five-foot (25') intervals to a point not less than twenty-five feet (25') past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. Contractor's warning signage and markings shall conform to the requirements of the Caltrans Traffic Manual, and in any event, a C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags prior to the taper.

10.05 Traffic Control

The Contractor shall provide and erect such warning lights, directional signs and barriers as are necessary to prevent accidents and avoid damage or injury to passing traffic. The Contractor shall comply with Section 12 of the Standard Specifications.

Full compensation for all traffic control, including any flagging costs, shall be considered as included in the bid schedule.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated written approval. All other modifications will be made by contract change order.

The Contractor shall prosecute the work in such a manner as not to damage any private property. All equipment and material shall be stored by the Contractor off the traveled way during non-working hours. Should any such structures or property be damaged during the operations of the Contractor, it shall immediately notify the proper owners or authorities and shall arrange for the immediate repair of same at its expense.

(A) Driveway Entrance Road Access

The Contractor's attention is directed to the fact that access to all driveways and entrance roads shall be maintained at all times, except during the time such driveways or entrance roads are being resurfaced as part of this contract. The Contractor shall provide the Engineer and the affected property occupants with written notice five (5) days in advance of beginning such driveway or entrance road resurfacing work, and shall complete such resurfacing work and restore vehicular access to each driveway or entrance road within six (6) hours after commencement of such resurfacing work. Forms of such notice of driveway closure will be

provided to the Contractor at start of construction and shall be distributed to the property owner by the Contractor through the length of the contract, whenever appropriate.

Compensation for distributing such written notice shall be considered as included in the appropriate contract bid item necessitating the closure, and no additional compensation will be allowed therefor.

(B) Pedestrian Facilities

Existing pedestrian facilities shall be maintained in a safe condition through construction areas within the Project right of way at all times. In local residential areas the requirement for paved walkway area may be waived if other suitable and safe surface is available and is approved by the Engineer. However, all pedestrian facilities provided through or around construction areas shall be accessible for persons with disabilities in conformance with the requirements of the Americans with Disabilities Act and implementing laws and regulations.

(C) Temporary Steel Plate Bridging with Non-Skid Surface

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a nonskid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plates used for bridging must extend a minimum of 12" (305 mm) beyond the edges of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequately shored to support the bridging and traffic loads.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
5. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel plate bridging and shoring shall be installed using either Method (1) or (2):

- 1) Method 1 [For speeds greater than 45 mph (70 Km /hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
- 2) Method 2 [For speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with

either graded fines of asphalt concrete mix, concrete slurry or an equivalent slurry that is satisfactory to the Caltrans' representative.

Contractor is responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.

Unless specifically approved by the Engineer, use of steel plate bridging over the width of the open pipe trench should not exceed four (4) consecutive working days in any given week.

Backfilling of excavations shall be covered with a minimum 3" (75 mm) temporary layer of cold asphalt concrete.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width Minimum Plate Thickness

- 1) Span < 10" the minimum plate thickness is (0.25 m) ½" (13 mm)
- 2) Span > 10" < 1'-11" the minimum plate thickness is (0.58 m) ¾" (19 mm)
- 3) Span > 1'-11" < 2'-7" the minimum plate thickness is (0.80 m) 7/8" (22 mm)
- 4) Span > 2'-7" < 3'-5" the minimum plate thickness is (1.04 m) 1" (25 mm)
- 5) Span > 3'-5" < 5'-3" the minimum plate thickness is (1.60 m) 1 ¼" (32 mm)

NOTE: For spans greater than 5'-3" (1.6 meters), a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right-of-way whether used in or out of the traveled way shall be without deformation. Inspectors can determine the trueness of steel plates by using a straight edge and any plate that is permanently deformed shall be rejected.

Steel plates used in the traveled portion of the highway shall have a surface that was manufactured with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342 (See Appendix H). If a different test method is used, Contractor may utilize standard test plates with known coefficients of friction available from each Caltrans District Materials Engineer to correlate skid resistance results to California Test Method 342. Based on the test data, Contractor shall determine what amount of surface wear is acceptable, and independently ascertain when to remove, test, or resurface an individual plate.

A Rough Road sign (W33) with black lettering on an orange background may be used in advance of steel plate bridging. This sign is used along with any other required construction signing.

Surfacing requirements are not necessary for steel plates used in parking strips, on shoulders not used for turning movements, or on connecting driveways, etc., not open to the public.

10.06 Contractor Representative

As specified here and in Section 5.03 of these specifications, the Contractor shall be represented at all times during working operations.

One person at the work site shall be designated as having responsibility for carrying out directions from the Engineer.

10.07 Portable Flashing Beacons

Portable flashing beacons conforming to the provisions in Section 12, " Temporary Traffic Control," of the Standard Specifications shall be furnished, placed and maintained at the locations as directed by the Engineer.

If flashing beacons are displaced or are not in an upright position, from any cause, during the progress of the work, the Contractor shall immediately repair and repaint or replace the flashing beacons in their original locations.

At the end of each work shift, all portable flashing beacon units shall be removed from the traveled way. Full compensation for placing, removing and storing flashing beacon units daily as the work progresses shall be considered as included in the contract unit price paid for the various items of work and no additional compensation will be allowed therefor.

10.08 Portable Barricades

Type III barricades conforming to the provisions in Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications shall be furnished, placed, and maintained in sturdy working manner at the locations designated by the Engineer and in accordance with the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications and these General Conditions.

The barricades shall conform to the details shown on Caltrans Standard Plan A73 and as specified in Section 12-3.02, "Barricades," of the Standard Specifications, except that minor variations in dimensions may be accepted if approved by the Engineer.

Barricades damaged from any cause during the progress of the work shall be replaced or repaired (including painting and reflectorized material) by the Contractor at its expense.

10.09 Temporary Delineation

If permanent or temporary traffic delineation operations are not properly performed by the working day completion time(s) specified, the City may elect to perform such operations; cost for all such City-performed operations will be at the Contractor's expense, with all costs therefor deducted from Contractor's progress payments.

10.10 Procedures and Posting of "No Parking" Signs on City Streets

The City's policy is to post effectively and prior to towing, attempt to contact all those in violation of the properly posted restrictions. Advanced coordination with the Police Department is required to make sure that the officers have sufficient notice and accurate construction time schedules for this activity. The Contractor is responsible for contacting the Police Department and effecting this notification procedure. Time must also be allowed for towing equipment to be notified and tow any vehicles.

The Police Traffic Sergeant's office hours are 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m. The Traffic Sergeant may be reached by phone at 777-4100. If you need to contact the Sergeant immediately - when the sergeant is not in the office, contact Police Dispatch at the above number and ask them to contact the Sergeant. Prior to start of any work under this Contract, Contractor shall arrange a meeting with the Traffic Sergeant to go over the specific job needs.

Requirements for "No Parking" Posting and Any Required Towing Are As Follows:

- 1) Signs shall have date(s) of the "No Parking" (the actual day[s] of work – for example: 5/24/03 to 5/25/03) and hours (for example: 6:00 a.m. to 4:30 p.m.) indicated.
- 2) The No Parking areas shall be posted at least forty-eight (48) hours ahead of effective time. If the No Parking area is to take effect on a Monday, then the No Parking Area shall be posted pursuant to this section no later than the preceding Thursday evening. If the No Parking area is to take effect on the day following a holiday, then the No Parking area shall be posted pursuant to this section no later than the evening of the second preceding business day. For example, if the holiday falls on a Monday, the area shall be posed by Thursday evening; if the holiday falls on a Thursday, the area shall be posted by Tuesday evening. At the time of posting, the Contractor shall notify Police Dispatch with the following information: a) name and phone number of the person doing the posting; b) time and date posted; c) times and dates when the No Parking will be in effect; and d) location of the posting by street addresses.
- 3) Post on all trees and poles between barricades facing in the direction that drivers in traffic can read. Signs shall be mounted such that the words, "No Parking" are at an elevation at least 3 feet and not more than 7 feet above the adjacent flow line. Signs placed on trees shall be attached by string only. Signs placed on existing poles shall be attached by either string or tape only so as not to cause any damage to existing poles.
- 4) Barricades or temporary poles containing the no parking information shall be placed every twenty-five feet (25') on center or less.
- 5) Lighted barricades shall be installed on centers of no more than 150' if placed in the street.
- 6) The Contractor shall promptly reset or replace all damaged or defective signs.
- 7) Upon completion of work in each area, all signs, mounting materials, stakes, and barricades shall be promptly and completely removed by the Contractor.
- 8) Contractor shall notify Police Department of the work location and start time on the day before. Also, Contractor shall notify the Police Department at starting time for each street

or area of work during the day. In addition, the Contractor shall update time schedule, if any changes, by phone: Call Police Department at (650) 777-4100 and have them notify the Traffic Sergeant and Parking Enforcement Officers.

THE POLICE DEPARTMENT HAS THE AUTHORITY TO REFUSE TOWING IF CONTRACTOR HAS NOT PLACE SIGNAGE APPROPRIATELY IN ACCORDANCE WITH THESE GENERAL CONDITIONS.

*** END OF SECTION ***

SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions and Standard Conditions are hereby amended as follows:

1. Section 2.04 Compliance Statement of the general conditions is amended by adding the following

All contractors and subcontractors will be required to submit a California Air Resources Board (CARB) compliance statement with the bid proposal. Failure to submit this statement may result in a nonresponsive bid.

2. Section 6.02 of the General Conditions is amended by adding the following:

“The City-furnished materials for this project are:

- None”

3. Section 3.03 of the General Conditions is amended as follows:

- A Maintenance Bond is not required for this project.

4. Section 5.08 of the General Conditions does not apply to this project.

5. Section 5.11 of the General Conditions does not apply to this project.

6. Section 5.16 of the General Conditions does not apply to this project.

7. Section 8.02 of the General Conditions does not apply to this project.

8. Section 8.04 of the General Conditions is amended by adding the following:

“Contractor’s failure to achieve substantial completion of the work described in the Contract Documents will cause the City to incur losses of types and in amounts which are impossible to compute and ascertain with certainty. The Contractor shall pay to the City of Burlingame liquidated damages in the amount of Five Hundred Dollars (\$500) per day for each day and every calendar days’ delay in finishing the work in excess of the number of days (60) referred to in these specifications. The amount may be assessed and recovered by the City as against Contractor and its Surety. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the City, without limiting City's any of the City’s rights as provided in the Contract Documents.”

9. Section 9.07 of the General Conditions does not apply to this project. Payment will be made in full upon satisfactory completion of the project.

***** END OF SECTION *****



PUBLIC WORKS ENGINEERING DIVISION
501 PRIMROSE ROAD, 2ND FLOOR
BURLINGAME, CA 94010
TEL: (650) 558-7230
FAX: (650) 685-9310
www.burlingame.org



PUBLIC WORKS CORPORATION YARD
1361 N. CAROLAN AVENUE
BURLINGAME, CA 94010
Tel: (650) 558-7670
FAX: (650) 696-1598

The City of Burlingame

Subject: Scope of Work for the 700 block of Burlway Road sewer main replacement

The contractor is to provide labor, equipment, and materials necessary to remove and replace approximately 315 linear feet of 8" diameter ACP sewer pipe with 8" diameter PVC sewer pipe, SDR 26. The pipe segment being replaced is located on the 700 block of Burlway Road, between manholes B5-21004 and B5-21005. Replacement method will be with open trench construction. The upstream manhole has a depth of 5'11" and the downstream manhole has a depth of 7'11". The average depth of the pipe segment being replaced is 6'11".

This project will include reconnecting the existing four (4) sewer laterals to the new main with new SDR 26, 8"x6" wyes. The laterals entering the existing manholes will remain untouched.

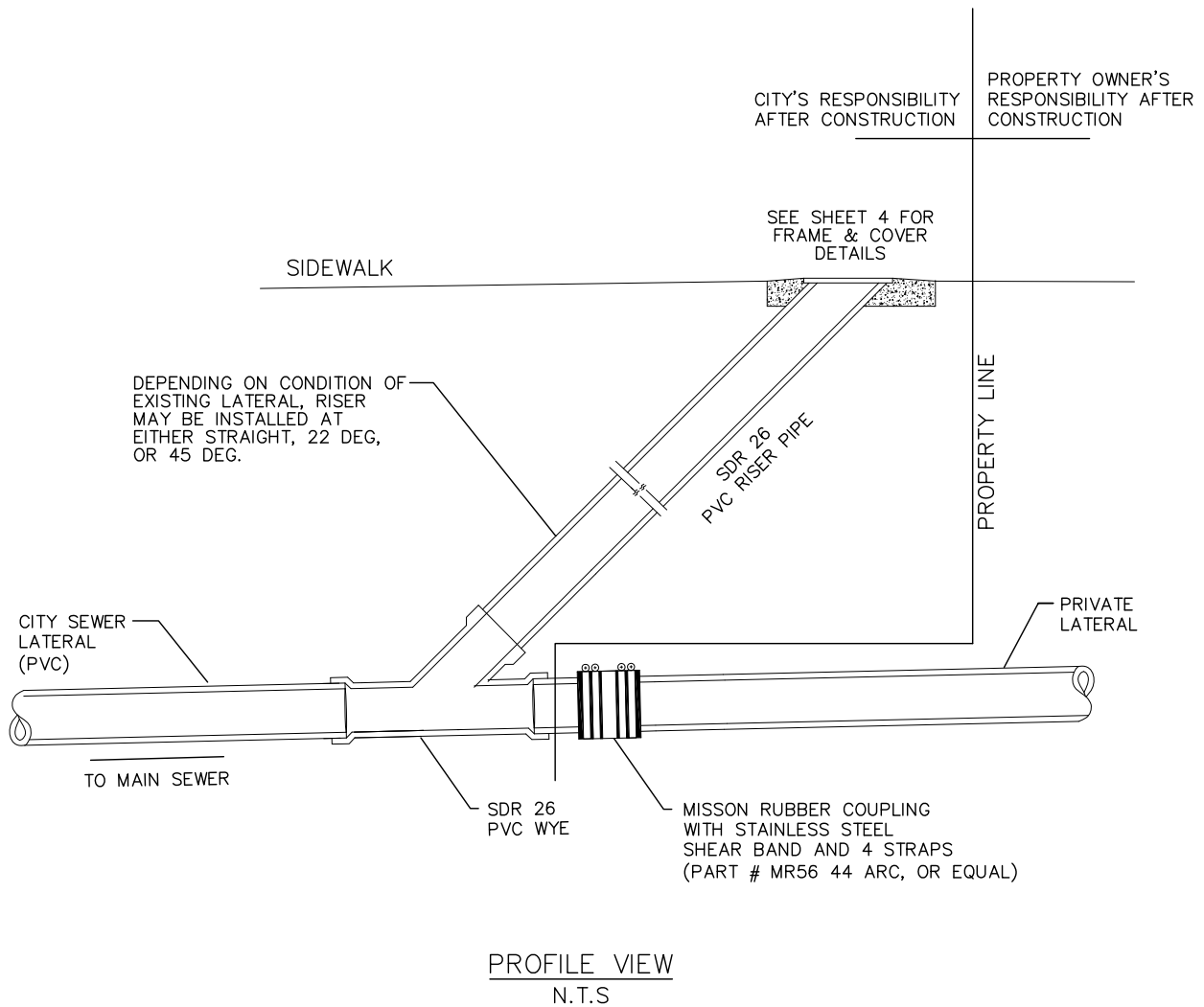
The contractor shall restore both upstream and downstream manhole's trough and base to receive the new pipe segment ends.

Contractor is responsible for communications and notices to the nearby effective businesses.

Restoration of the open trench and final paving shall comply with City standard details.

Location:





SUPPLIER:

CALSTEAM, BURLINGAME
ROBERTS & BRUNE, REDWOOD CITY
GROENIGER & CO., HAYWARD

S: \A Public Works Directory\STANDARDS\Drawings\Sanitary Sewer\SS1_Lateral Connection_2013-08-19.dwg



**SANITARY SEWER CLEANOUT
LATERAL CONNECTION**

DEPARTMENT OF PUBLIC WORKS

APPROVED BY

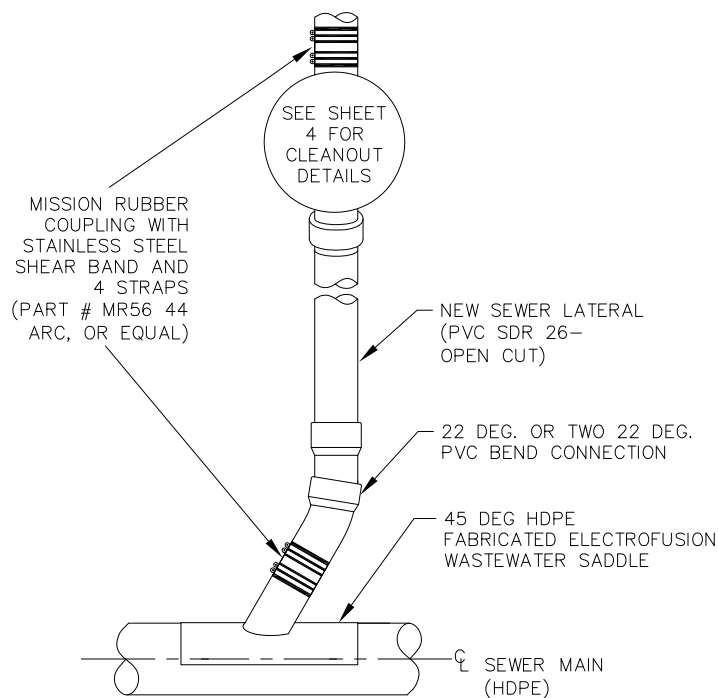
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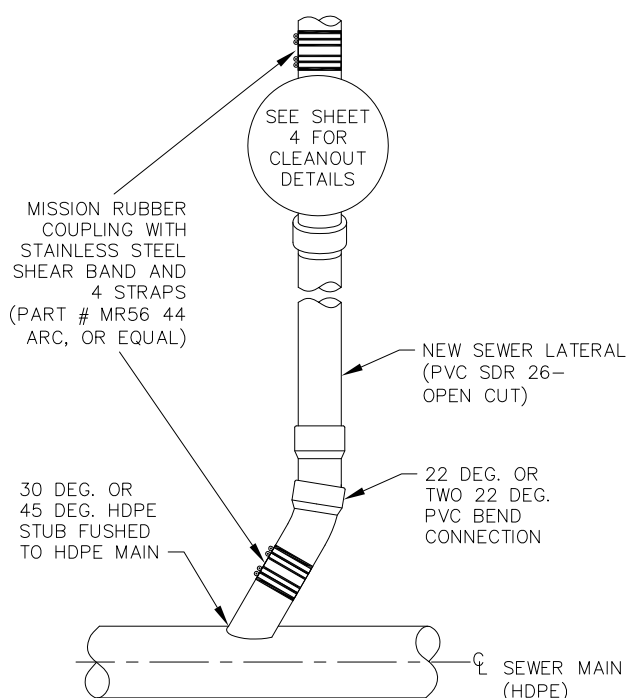
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NO.

SS-1

(1 of 6)

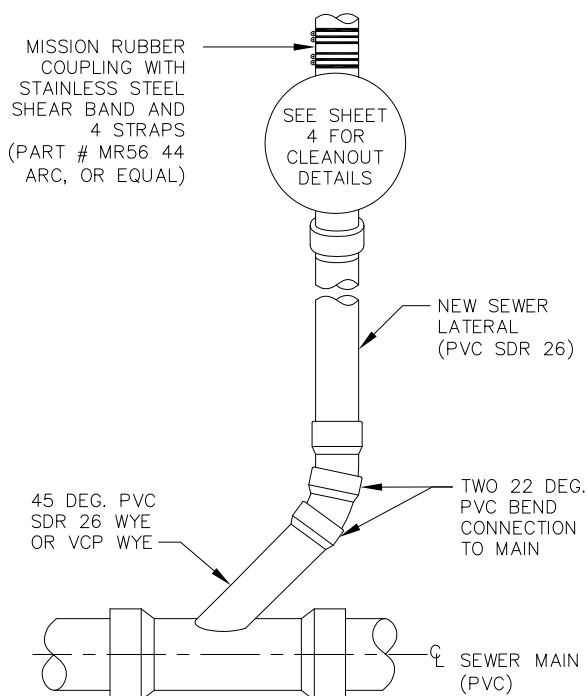


NEW PVC LATERAL*
INTO HDPE MAIN
PLAN VIEW



NEW PVC LATERAL
INTO HDPE MAIN
PLAN VIEW

* IF APPROVED BY THE CITY IN WRITING



NEW PVC LATERAL
INTO VCP/PVC MAIN
PLAN VIEW



**4" OR 6" PVC SANITARY SEWER LATERAL
CONNECTION INTO SANITARY SEWER MAIN**

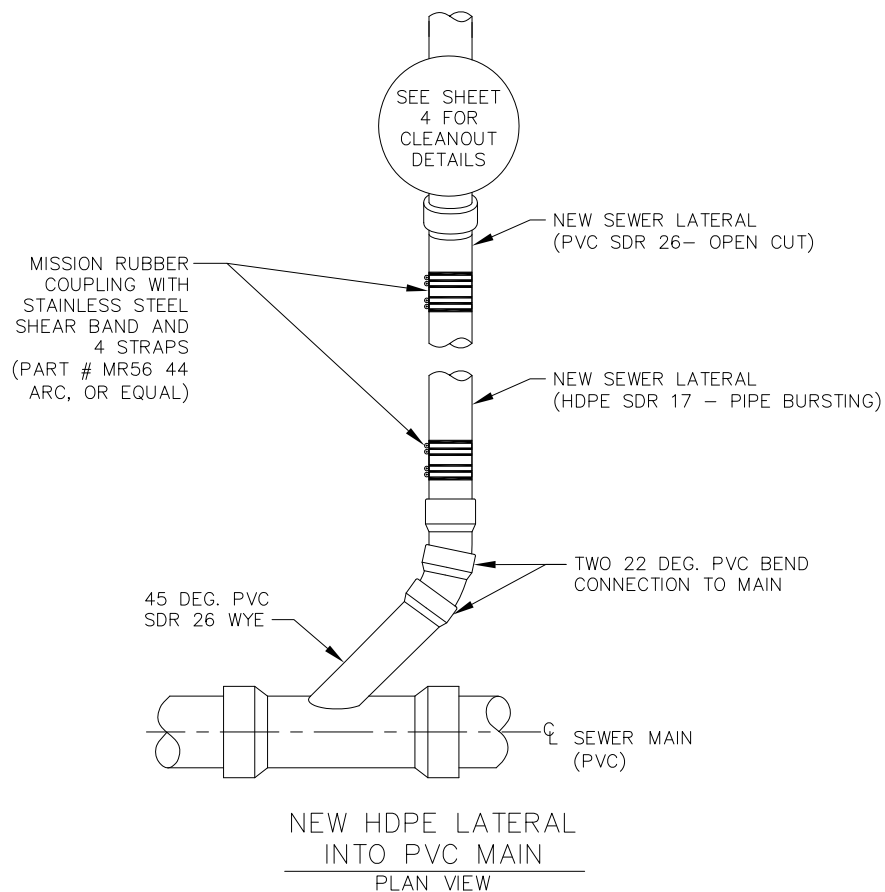
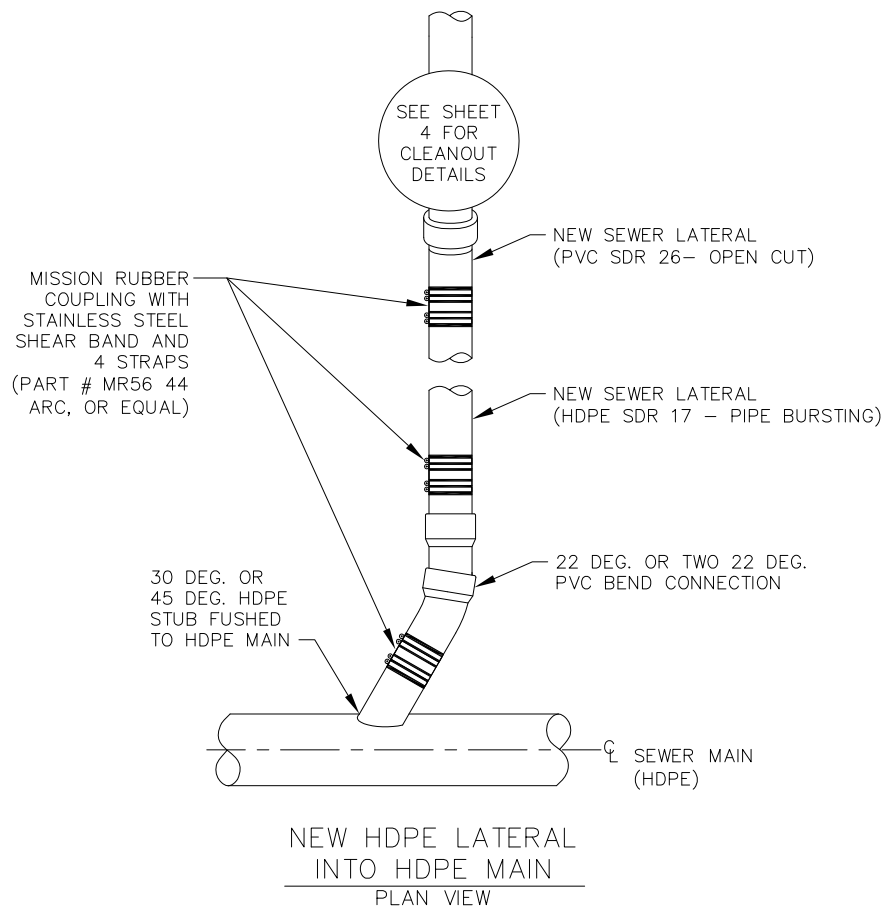
DEPARTMENT OF PUBLIC WORKS

APPROVED BY

DATE
5/12/2011

DRAWING NO.

SS-1
(2 of 6)



**4" OR 6" HDPE SANITARY SEWER LATERAL
CONNECTION INTO SANITARY SEWER MAIN**

DEPARTMENT OF PUBLIC WORKS

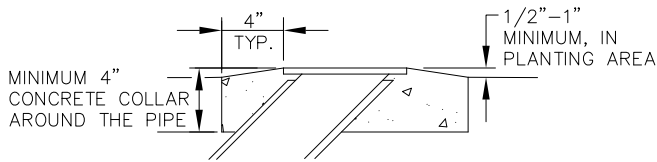
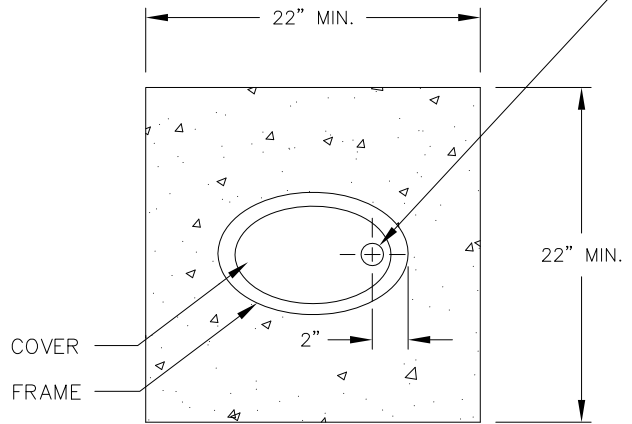
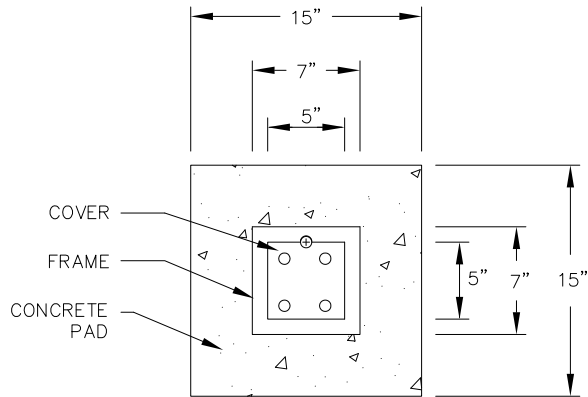
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5/12/2011

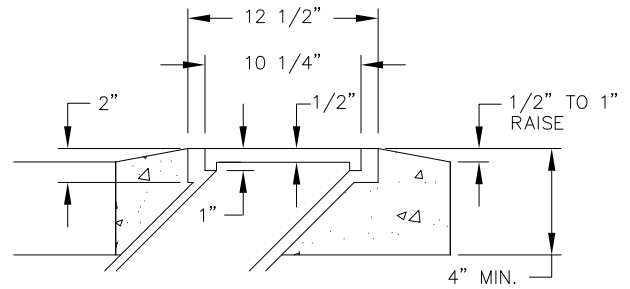
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SS-1
(3 of 6)

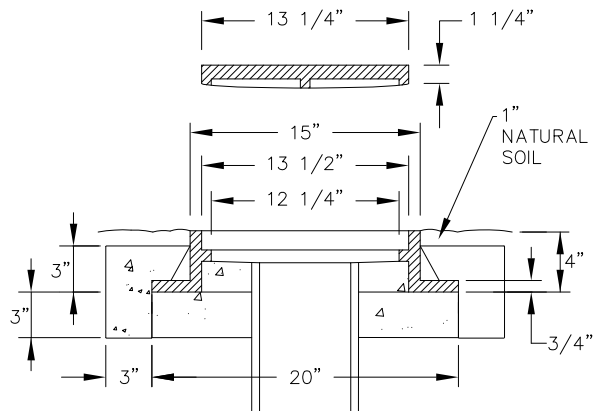
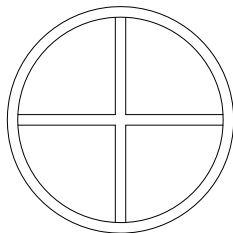
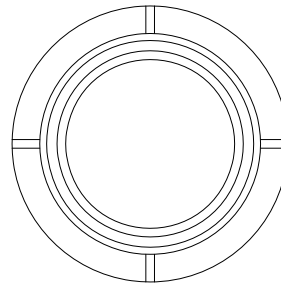
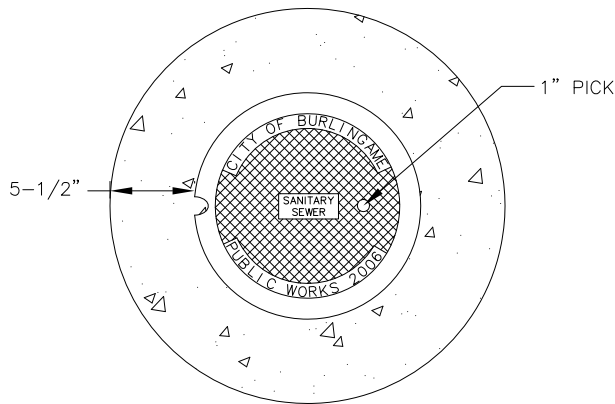
DRILL $\frac{13}{32}$ " DIA. AND C'SINK THRU COVER ONLY $\frac{5}{8}$ " TAP
 DRILL $\times 1\frac{1}{4}$ " DEEP, $\frac{3}{8}$ "-16 NC-3 $\times 1$ " DEEP (FRAME)
 $\frac{3}{8}$ "-16 nc-3 $\times 1$ " FH BRASS CAP SCR. 1 REQ.



4" FRAME & COVER
 LATERAL CONNECTION AT 45°
 N.T.S.



6" FRAME & COVER
 LATERAL CONNECTION AT 45°
 N.T.S.



6" FRAME & COVER
 VERTICAL RAISER ONLY
 N.T.S.

SUPPLIER:

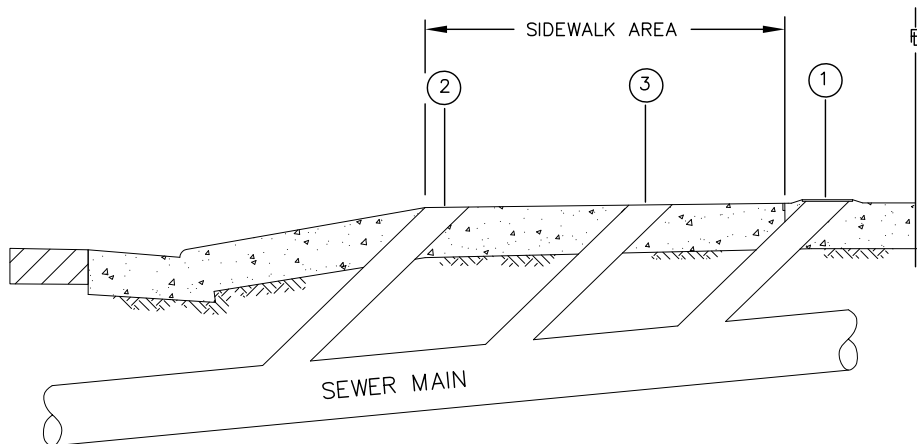
CALSTEAM, BURLINGAME
 ROBERTS & BRUNE, REDWOOD CITY
 GROENIGER & CO., HAYWARD



**STANDARD 4" OR 6"
 FRAME AND COVER**
 DEPARTMENT OF PUBLIC WORKS

APPROVED BY
 DATE
 8/17/2006

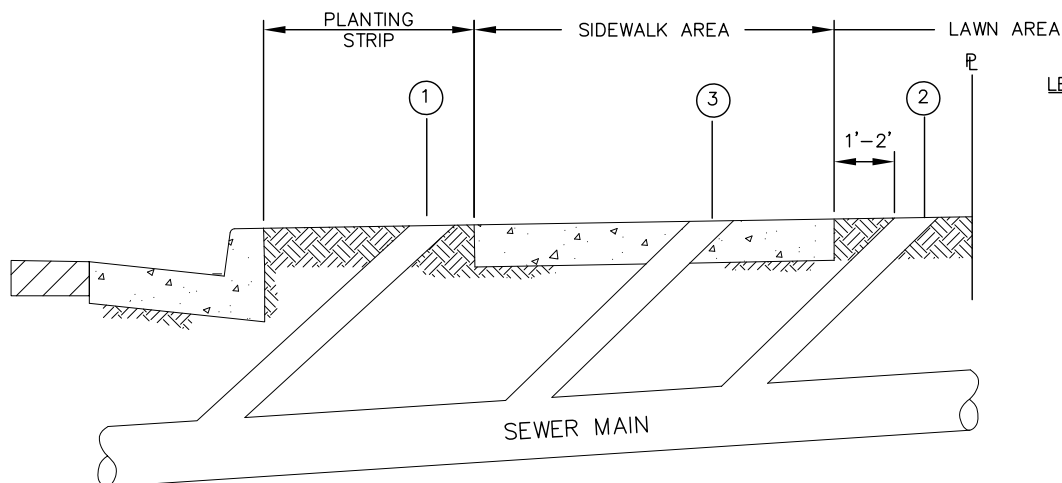
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SS-1
 (4 of 6)



LEGEND:

- ① = PREFERRED
- ② = NEXT CHOICE
- ③ = THIRD CHOICE

CLEAN-OUT LOCATION AT DRIVEWAY AREA
N.T.S.



LEGEND:

- ① = PREFERRED
- ② = NEXT CHOICE
- ③ = THIRD CHOICE

CLEAN-OUT LOCATION AT SIDEWALK AREA
N.T.S.

SUPPLIER:

CALSTEAM, BURLINGAME
ROBERTS & BRUNE, REDWOOD CITY
GROENIGER & CO., HAYWARD

S: \A Public Works Directory\STANDARDS\Drawings\Sanitary Sewer\SS1_Lateral Connection_2013-08-19.dwg



**CLEANOUT PLACEMENT
GUIDELINES**

DEPARTMENT OF PUBLIC WORKS

APPROVED BY

DATE

08/19/2013

DRAWING
NO.

SS-1
(5 of 6)

REQUIREMENTS FOR CONSTRUCTION OF
BUILDING SEWERS IN PUBLIC RIGHT-OF-WAY

1. ALL NEW RESIDENTIAL, APARTMENT, INDUSTRIAL AND COMMERCIAL BUILDINGS SHALL REQUIRE A NEW SEWER LATERAL. A MINIMUM 4 INCH (4") LATERAL SHALL BE INSTALLED FOR 2 OR LESS APARTMENT UNITS AND A 6 INCH (6") LATERAL FOR MORE THAN 2 APARTMENT UNITS. ACTUAL SIZE DEPENDS ON NUMBER OF CONNECTED "FIXTURE UNITS" IN BUILDINGS. INDUSTRIAL AND COMMERCIAL BUILDINGS SHALL REQUIRE A MINIMUM 6 INCH (6") LATERAL.
2. THE LATERAL, INCLUDING CONNECTION TO THE MAIN, RISER AND WYE, SHALL BE CAST IRON, PLASTIC SDR 26, HIGH DENSITY POLYETHYLENE (HDPE), C-900, OR VITRIFIED CLAY PIPE IN CONFORMANCE WITH UNIFORM PLUMBING CODE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
3. MINIMUM SLOPE OF LATERAL SHALL BE 1/4 INCH (1/4") PER FOOT. OVER 3/8" IS NOT RECOMMENDED BECAUSE LIQUIDS TEND TO DRAIN AWAY, LEAVING SOLIDS TO CLOG THE PIPE.
4. A WYE CONNECTION MAY BE USED AT ANY DEPTH AND TO ANY SIZE OF MAIN. A SADDLE CONNECTION MAY BE USED ONLY AT A DEPTH OF 6 FEET (6') OR MORE AND TO A MAIN WHICH IS LARGER IN SIZE THAN THE LATERAL ITSELF.
5. A MANUFACTURER'S COUPLING WITH STAINLESS STEEL SHEAR BAND AND FOUR STRIPS SHALL BE USED FOR ALL JOINT CONNECTIONS. NO CONCRETE SHALL BE USED FOR JOINT CONNECTION.
6. REGARDLESS OF THE PIPE MATERIAL USED, THE BUILDING SEWER PIPE SHALL BE LAID ON A CONTINUOUS, FIRM BED THROUGHOUT ITS ENTIRE LENGTH.
7. THE DEPARTMENT OF PUBLIC WORKS SHALL INSPECT ALL SEWER CONNECTIONS BEFORE BACKFILLING. ALL BACKFILL MATERIALS SHALL BE APPROVED BY THE ENGINEER AND SHALL BE COMPACTED TO A MINIMUM OF 90% IN THE PLANTING STRIP AREAS AND 95% IN THE STREETS. TWENTY FOUR (24) HOURS NOTICE SHALL BE GIVEN FOR AN INSPECTION.
8. THE CLEANOUT SHALL BE LOCATED ADJACENT TO AND APPROXIMATELY 2 FEET TO 4 FEET (2' - 4') BACK FROM THE FACE OF THE CURB OR SHOULDER ALONG STREETS WITHIN EASEMENT LINES ALONG EASEMENTS UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE CLEANOUT IN PLANTING AREA SHALL BE SET 1 INCH TO 2 INCHES (1" - 2") ABOVE THE ADJACENT GRADE OR CURB GRADE. THE PAD AND SIDEWALK SHALL BE RAMPED FROM 6 INCHES (6") TO THE CLEANOUT LEVEL IN SIDEWALK AREA OR FROM 12 INCHES (12") OR MORE TO THE CLEANOUT LEVEL IN PLANTING AREA. PONDING OVER THE CLEANOUT IS PROHIBITED. CLEANOUT IN EASEMENT AREA SHALL BE 18 INCHES TO 24 INCHES (18" - 24") FROM FENCE. SEE STANDARD DRAWING SS-1 (5 OF 6) FOR CLEANOUT PLACEMENT GUIDELINES.
9. ON WORK IN STREETS, PAVEMENT SHALL BE SAW CUT AND REPLACED TO THE REQUIREMENTS OF THE ENGINEER BUT IN NO CASE SHALL BE LESS THAN 3 INCHES (3") A.C. ON 8 INCHES (8") CLASS 2 A.B.. EXCAVATION SHALL BE ACCOMPLISHED SO THAT TRENCH EDGES ARE STRAIGHT AND PARALLEL LINES AND NOT JAGGED BEFORE PAVEMENT RESTORATION. PAVEMENT SECTION SHALL BE REPLACED TO AT LEAST 6 INCHES (6") OUTSIDE OF ANY EXCAVATION AREA.
10. ALL TRENCHES OVER 5 FEET (5') IN DEPTH SHALL BE SHORED OR SLOPED IN ACCORDANCE WITH O.S.H.A. REQUIREMENTS. O.S.H.A. PERMIT IS REQUIRED FOR ALL EXCAVATIONS OVER 5 FEET (5') IN DEPTH.
11. LATERAL LINES SHALL HAVE A MINIMUM COVER OF 18 INCHES (18") AND THE MAIN LINES SHALL HAVE A MINIMUM COVER OF 24 INCHES (24") IN PRIVATE PROPERTY. SEWER LATERALS IN STREET RIGHT-OF-WAY SHALL HAVE A 30 INCH (30") MINIMUM COVER.
12. ALL ABANDONED SEWER LATERALS SHALL HAVE THE WYES OR SADDLES REMOVED OFF THE MAIN.
13. ABANDONED BUILDING SEWER PIPE(S) (BUILDING TO STREET CLEANOUT) SHALL BE REMOVED, OR PROPERLY DISCONNECTED FROM THE BUILDING DRAIN AND THE CITY SEWER LATERAL AND PLUGGED AT BOTH ENDS WITH CONCRETE OR OTHER APPROVED MATERIALS/DEVICES. THE PLUG AT THE DOWNSTREAM (STREET) END OF THE BUILDING SEWER PIPE SHALL BE WITHIN 5 FEET OF THE PROPERLY LINE. CONTACT THE BUILDING OFFICIAL FOR LOCATION OF THE UPSTREAM END OF THE BUILDING SEWER. YOU MAY ALSO BE REQUIRED TO CAP THE UPSTREAM END OF THE CITY SEWER LATERAL (FROM THE SEWER MAIN) OR TO ENTIRELY REMOVE THIS LATERAL; CONTACT THE SEWER DEPARTMENT AT (650) 558-7674 FOR DETAILS. REMOVAL OR PLUGGING REQUIRED PERMITS, AND MUST BE INSPECTED AND APPROVED IN WRITING ON THE PERMITS BY THE CITY BUILDING AND PUBLIC WORKS INSPECTOR PRIOR TO BACKFILL.



**REQUIREMENTS FOR CONSTRUCTION OF BUILDING
SEWERS IN PUBLIC RIGHT-OF-WAY**

DEPARTMENT OF PUBLIC WORKS

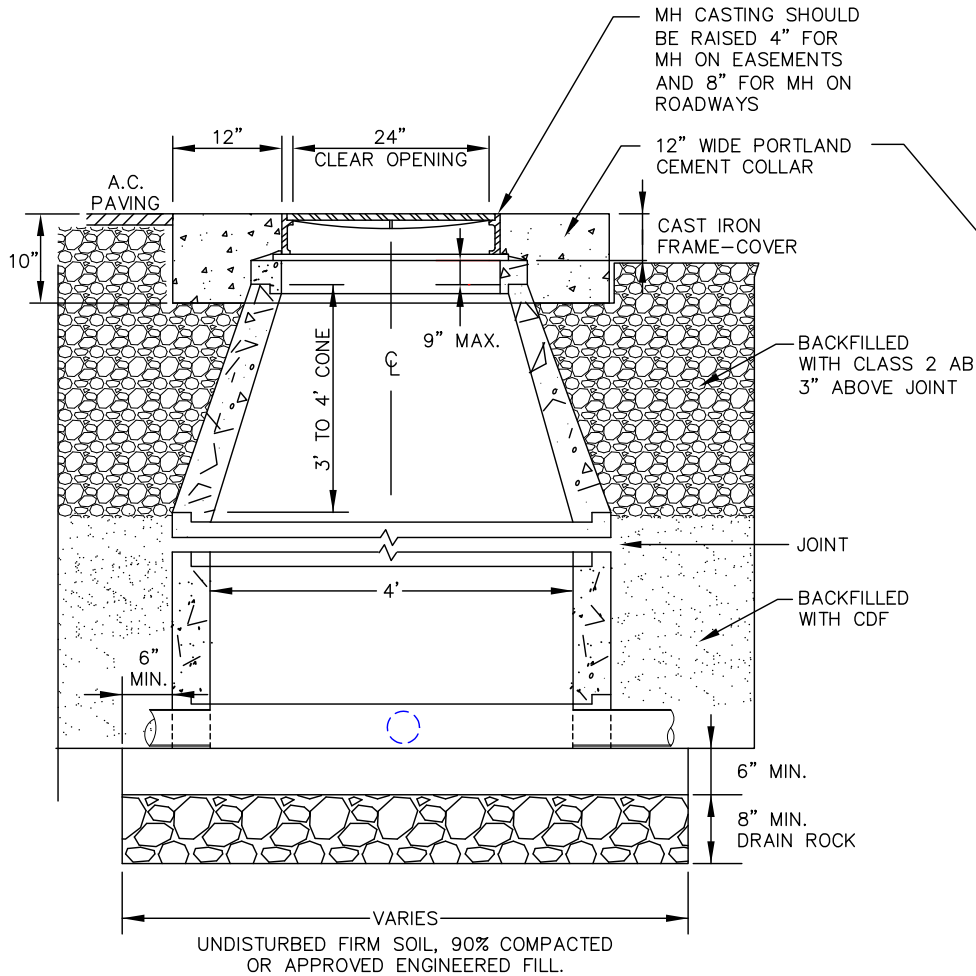
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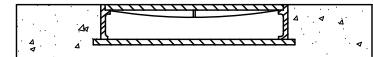
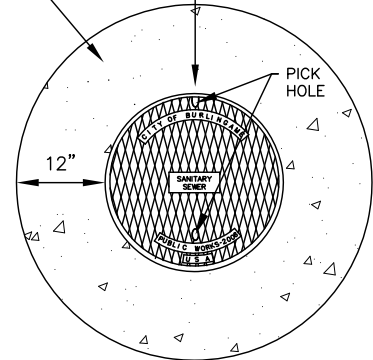
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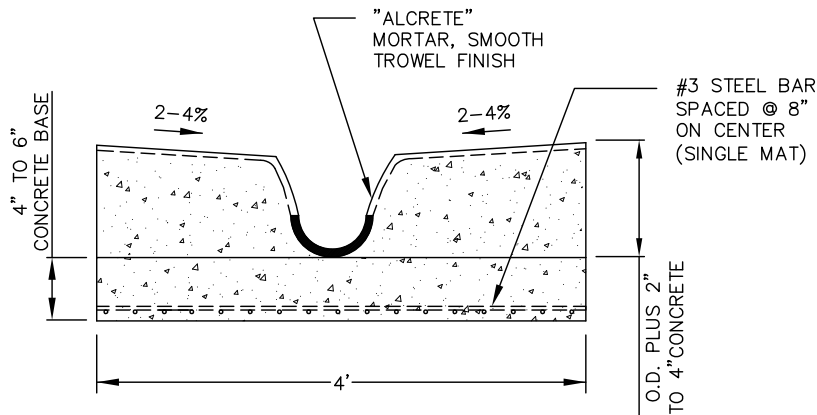
SS-1
(6 of 6)



"CITY OF BURLINGAME"
 "SANITARY SEWER"
 "PUBLIC WORKS-20___"
 "U.S.A."



FRAME RAISER SHALL BE 4" IN THE EASEMENTS AND 8" IN THE STREETS.



STANDARD MANHOLE (IN STREET RIGHT-OF-WAY)

DEPARTMENT OF PUBLIC WORKS

APPROVED BY

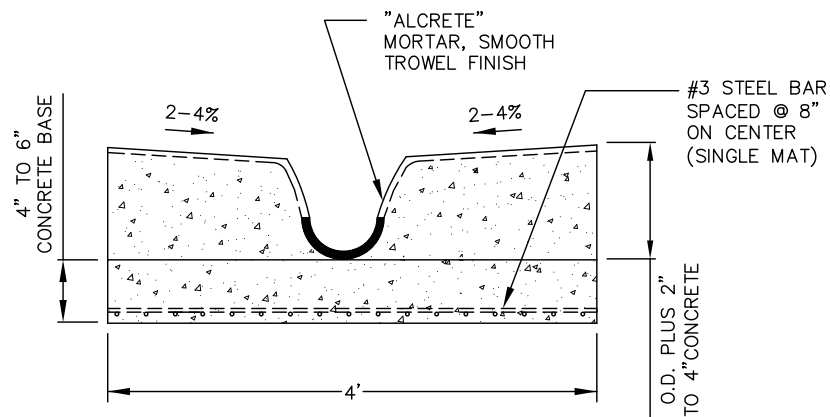
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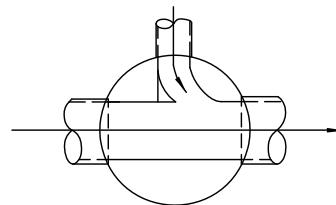
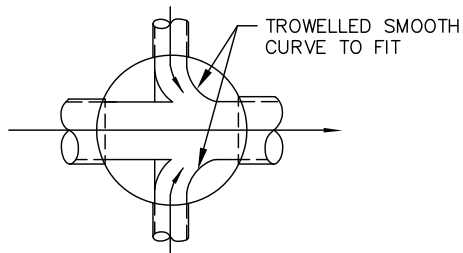
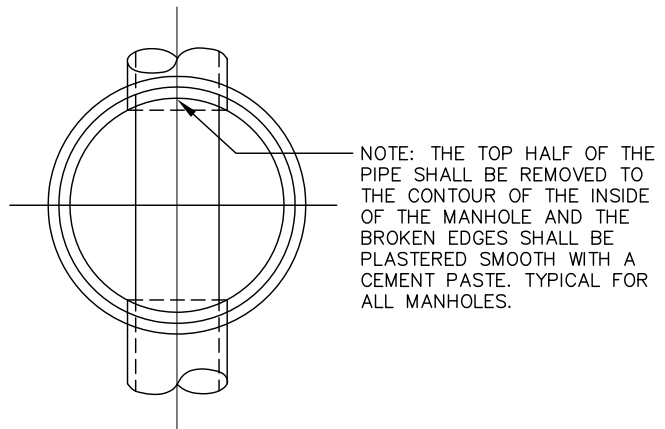
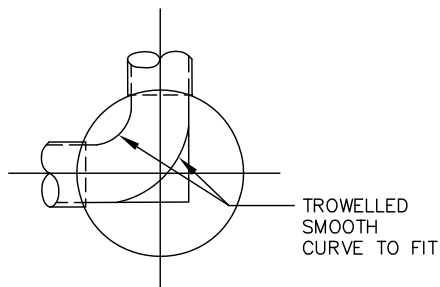
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DRAWING NO.

SS-3

(1 of 4)





TYPICAL CHANNEL CONFIGURATION PLANS

* * * * *

REQUIREMENTS FOR CONSTRUCTION OF SANITARY SEWERS MANHOLES

1. ALL JOINTS TO BE SEALED WATER TIGHT WITH CITY APPROVED FLEXIBLE WATER-TIGHT JOINT COMPOUND.
2. COVER PATTERN TO BE 1/2 BY 1-1/2" CHECKERED RAISED 1/4". CONFORM TO ASTM A-48, CL 35B, H-20 WHEEL LOADING.
3. CAST IRON FRAME AND COVER TO BE D&L FOUNDRY, PAMREX HINGED, OR APPROVED EQUAL.
4. FOR PIPES OVER 36" DIAMETER, CHECK WITH CITY ENGINEER FOR REQUIREMENTS.
5. USE A 6-SACK, CLASS "B" CONCRETE FOR THE BASE AND COLLAR SECTION, HAVING A 28-DAY COMPRESSIVE STRENGTH OF 2,500 P.S.I.
6. FRAME AND COVER TO BE MACHINED AND FITTED.
7. PRECAST CONCRETE BARREL, CONE AND RISER SECTIONS MUST CONFORM TO AASHTO DESIGNATION: M199 AND ASTM: C478.
8. PORTLAND CEMENT COLLAR SHALL BE 12" IN WIDTH AND 10" IN HEIGHT, LEVEL WITH RIM OF MANHOLE COVER.
9. MANHOLE IN THE EASEMENT AREA SHALL BE 36"-42" IN DIAMETER. RUB'R-NEK WRAP (1-800-231-4549) OR EQUIVALENT SHALL VE USED AROUND ALL JOINTS. MANHOLE FRAME AND COVER SHALL BE D&L FOUNDRY, PAMREX HINGED TYPE, OR APPROVED EQUAL.
10. MANHOLE CASTING IN EASEMENT AREAS SHALL BE 4" RAISE WHILE MANHOLE CASTING ON STREETS SHALL BE 8" RAISE.
11. BACKFILL AROUND MANHOLE SHALL BE CDF IN THE STREET. CDF SHALL BE 1.5-SACK MIX WITH FINE AGGREGATE PER CUBIC YARD. IN THE EASEMENT, NATIVE SOIL BACKFILL MAYBE ACCEPTED WITH A MINIMUM OF 90% RELATIVE COMPACTION OR WITH ENGINEER'S APPROVAL.
12. 8" MINIMUM DRAIN ROCK SHALL BE PLACED UNDERNEATH MANHOLE BASE.



STANDARD SANITARY SEWER MANHOLE

DEPARTMENT OF PUBLIC WORKS

APPROVED BY

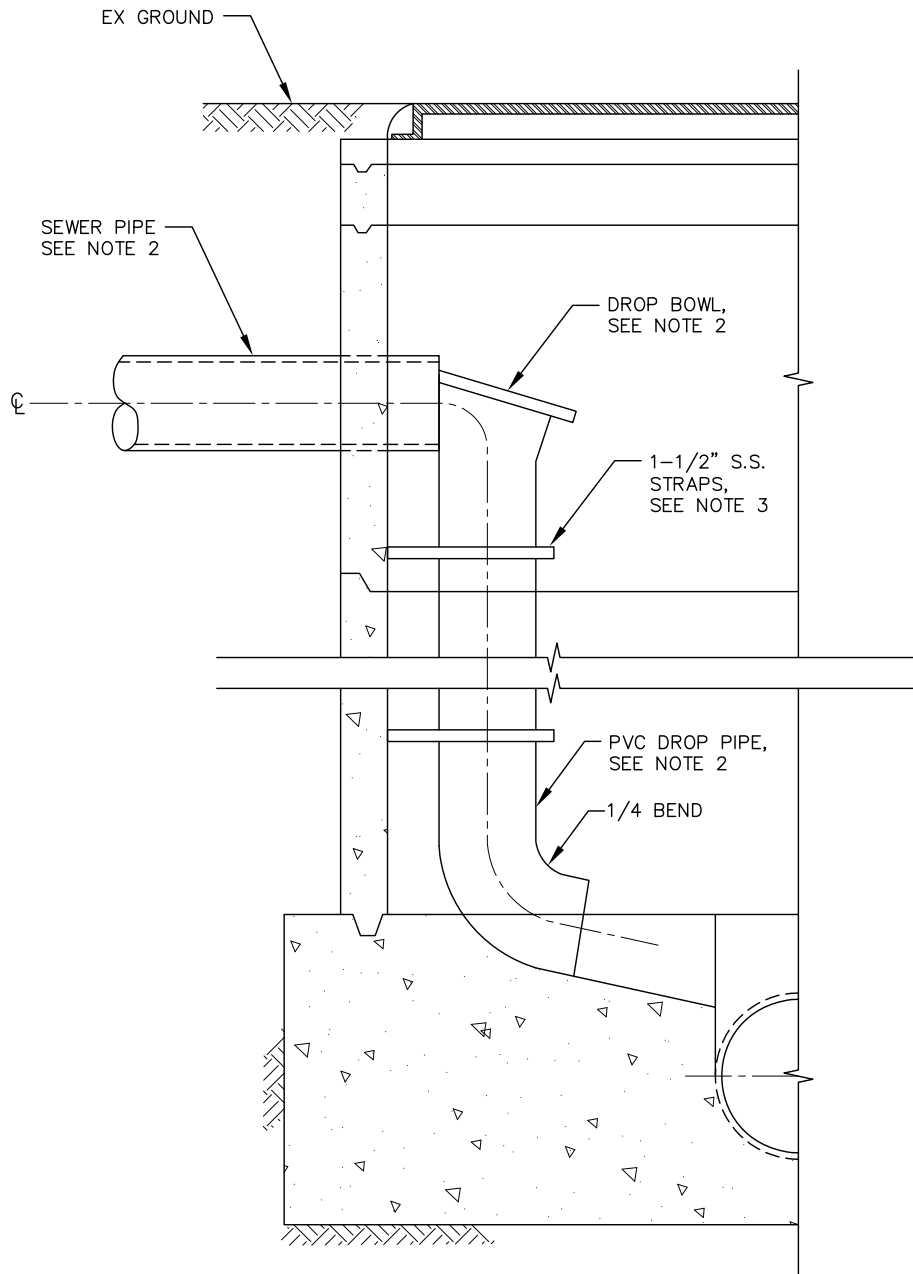
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NO.

SS-3

(3 of 4)



NOTE:

1. USE DROP INLET WHEN THE DISTANCE BETWEEN THE OUTLET PIPE INVERT AND THE INLET PIPE INVERT IS GREATER THAN 2 FEET (2').
2. DROP BOWL SHALL BE RELINER-DURAN OR APPROVED EQUAL. DROP BOWL OUTLET SHALL BE THE SAME SIZE AS THE SEWER PIPE.
3. MAXIMUM CENTERS BETWEEN STRAPS SHALL BE 24" WITH A MINIMUM OF TWO STRAPS PER INSTALLATION. STRAPS SHALL BE PROVIDED BY RELINER-DURAN OR APPROVED EQUAL.



MANHOLE DROP INLET

DEPARTMENT OF PUBLIC WORKS

APPROVED BY

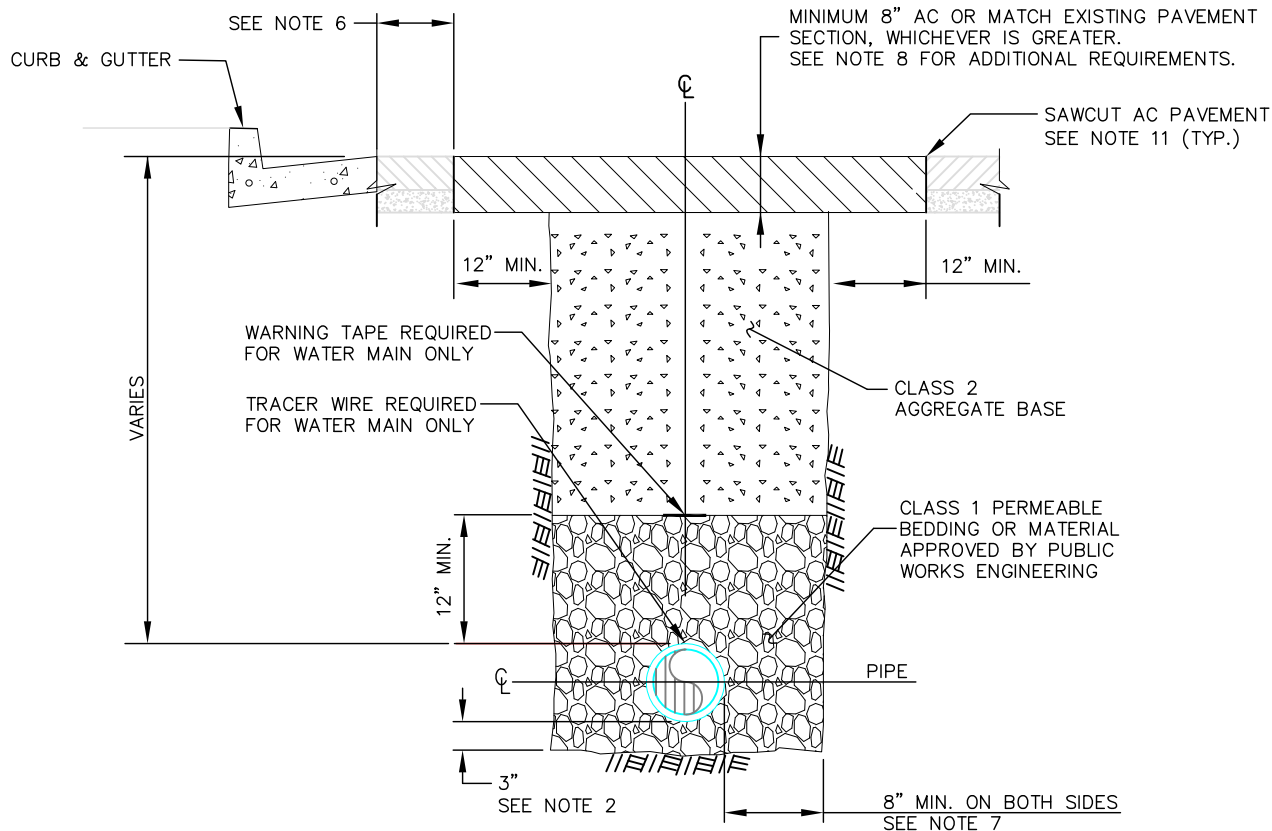
DATE

8/4/10

DRAWING
NO.

SS-3

(4 of 4)



(NOT TO SCALE)

REQUIREMENTS FOR TRENCH SECTION:

1. EXCAVATION SHALL NOT BE ALLOWED IN A STREET THAT HAS BEEN RESURFACES LESS THAN FIVE (5) YEARS AGO, UNLESS OTHERWISE APPROVED BY THE CITY.
2. CONTRACTOR SHALL PLACE MINIMUM 6" CLASS 1 PERMEABLE BEDDING IF SOIL UNDERNEATH THE PIPE IS WET, OR AS DIRECTED BY THE CITY.
3. BACKFILL MATERIAL SHALL BE CLASS 2 AGGREGATE BASE WITH 95% RELATIVE COMPACTION.
4. IF USE OF CDF IS APPROVED BY PUBLIC WORKS ENGINEERING, CDF SHALL BE NO MORE THAN 1-1/2 SACK CEMENT.
5. CONTRACTOR SHALL USE 1/2" ASPHALT CONCRETE ON THE EXPOSED SURFACE OF PAVEMENT.
6. PIPE TRENCH SECTIONS THREE FEET (3') OR LESS FROM A CONCRETE CURB, GUTTER, TRENCH OR JOINT SHALL INCLUDE THE REMOVAL AND RESTORATION OF THE THREE FEET (3') SEGMENT OF ASPHALT.
7. TRENCH WIDTH SHALL BE MINIMUM OF 8" WIDER ON EACH SIDE OF THE PIPE PLUS THE DIAMETER OF THE PIPE.
8. FOR CALIFORNIA DRIVE, BAYSHORE HIGHWAY, AND ROLLINS ROAD, PLACE MINIMUM 12" AC OR MATCH EXISTING PAVEMENT SECTION, WHICHEVER IS GREATER.
9. FOR TREE ROOTS THAT ARE 2" (INCHES) OR MORE IN DIAMETER INSIDE THE TREE DRIP LINE, PLEASE CONTACT PARK DEPARTMENT AT (650) 558-7300 FOR INSPECTION PRIOR TO CUTTING THE ROOTS.
10. TEMPORARY STEEL PLATES MUST BE MAINTAINED REGULARLY. TEMPORARY STEEL PLATES OVER TRENCH OPENINGS SHALL BE REMOVED WITHIN FOURTEEN (14) CALENDAR DAYS AFTER PLACEMENT. IF STEEL PLATES ARE NOT MAINTAINED OR NOT REMOVED WITHIN FOURTEEN (14) CALENDAR DAYS AFTER PLACEMENT, A PENALTY MAY BE IMPOSED AS DETERMINED BY PUBLIC WORKS ENGINEERING.
11. IN STREET RIGHT-OF-WAY, ALL TRENCH JOINTS SHALL BE SEALED WITH SS-1 EMULSION WITH SAND OR CRACK FILLER.
12. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL PAVING LIMITS BASED ON THE ALIGNMENT OF THE TRENCH. PAVING LIMITS SHALL BE COORDINATED WITH PUBLIC WORKS ENGINEERING INSPECTOR AT 650-558-7230.



TYPICAL STANDARD UTILITY TRENCH SECTION

DEPARTMENT OF PUBLIC WORKS

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DATE
09/30/19

DRAWING
NO.

G-10